

GENERAL TERMS AND CONDITIONS

Last Updated On 14 June 2024

These general terms and conditions ("**Terms and Conditions**") are expressly incorporated into the Quotation (as defined below) that has been executed between AIR DIGITAL PTE. LTD. (UEN: 202405600M) ("**Supplier**") and the relevant individual or entity whose details are set out in the Quotation ("**Customer**"). By executing the Quotation, the Customer agrees to be bound by these Terms and Conditions and the Quotation (collectively, the "**Agreement**").

Supplier has developed the Platform (as defined below) and App (as defined below) for the provision of logistics fleet management services. The Agreement shall govern the Customer's use of the Services (as defined below) for its internal business operations and the Supplier's provision of the Services to the Customer.

Supplier may amend these Terms and Conditions from time to time by publishing the revised Terms and Conditions and using reasonable endeavours to notify the Customer of such amendments. The Customer agrees that the amendments shall apply to and be binding on the Customer if the Customer accesses or uses the Services after such amendments have been made, and the Customer shall be deemed to have consented to such amendments.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Affiliate"	means, in respect of any person, any other person which directly or indirectly Controls, is Controlled by, or is under the common Control of, the first-mentioned person or is deemed to be a related corporation of the first-mentioned person.
"Agreement"	means the Quotation executed between Customer and Supplier and these Terms and Conditions, including all Schedules attached hereto.
"App"	means the mobile application associated with the Platform which End Users can access through their mobile devices and the key features of which are set out in the Quotation.
"Business Day"	means a day other than a Saturday, Sunday or a public holiday in Singapore.
"Control"	in relation to a person, the direct or indirect ownership of more than 50 per cent. of the voting capital or similar right of ownership of that person or the legal power to direct or cause the direction of the general management and policies of that person, whether through the ownership of voting capital, by contract or otherwise, and " Controls ", " Controlled " and " Controlling " shall be interpreted accordingly.

- "Customer Data"** means any information, records or data (whether electronic or otherwise) that may be uploaded and/or provided by Customer and End Users, or otherwise collected by Supplier, through Customer's and End Users' access to and use of the Services, including Personal Data.
- "Confidential Information"** means any information (of whatever nature and however recorded or preserved) which is disclosed by a Party to the other Party in connection with the Agreement (whether before or after the Effective Date) and:
- (a) is designated as confidential by the Party disclosing the information at the time of disclosure;
 - (b) would be regarded as confidential by a reasonable business person; or
 - (c) would reasonably be regarded as confidential from its nature and/or the circumstances in which it was imparted,
- and includes the terms and existence of the Agreement, all trade secrets, confidential operations, processes, technology, inventions, any information that relates to a Party's business, organisation, finances, dealings, transactions or affairs, distributorship, franchise or other arrangements, principals, clients or vendors, or products or services, or their development, manufacture, clinical testing, analysis, marketing, or sale or supply, a Party's technology or designs, dealers lists, vendors lists or marketing studies, drawings, notes or memoranda, budgets, accounts or financial statements or information, or documentation or manuals, and the information contained therein, or any secret or confidential information which relates to any of the transactions or affairs of a Party's principals, clients or vendors.
- "Effective Date"** means the effective date as set out in the Quotation.
- "End User"** means any person or entity designated by Customer to access and use such parts or functionalities of or associated with the Services as Supplier may permit.
- "End User Account"** means any form of access credential (including a username and password), token or device (whether electronic or otherwise), issued, prescribed and/or enrolled by Supplier for accessing and using such parts or functionalities of or associated with the Platform and/or App by the End User, as Supplier may permit to facilitate any actions in connection thereto.
- "EULA"** means the end user licence agreement available at <https://www.airdigital.sg/platform-users-eula/>.

- “Fees”** means the fees payable by the Customer to Supplier for the Services, as set out in the Quotation in respect of the Initial Subscription Term and as revised from time to time in accordance with Clause 5.3.
- “Force Majeure Event”** means any event or circumstance not within Supplier's reasonable control, including:
- (a) epidemic or pandemic;
 - (b) acts of God, flood, drought, earthquake or other natural disaster;
 - (c) terrorist attack, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; or
 - (d) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent.
- “Foreground IPR”** means all Intellectual Property Rights whatsoever and howsoever created, performed, contributed, or prepared by Supplier either by itself or jointly with Customer or other third parties in connection with or pursuant to the Agreement.
- “Harmful Code”** means any computer code, files, scripts and programs, including any malware and/or software, that is intended or known to be harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data, including viruses, worms, spyware, adware, keyloggers, trojans, ransomware and any new type of threats.
- “Initial Subscription Term”** has the meaning ascribed to it in Clause 13.1.
- “Insolvency Event”** means: (a) inability of a Party to pay its debts as and when they fall due, including situations where the Party's current liabilities exceed its current assets; (b) presentation or filing of a winding up application or petition (except for the purpose of amalgamation or reconstruction when solvent) for the winding up of a Party; (c) issuance of a notice of meeting of members or shareholders for the passing of a resolution for winding up (except for the purpose of amalgamation or reconstruction when solvent) of a Party; (d) presentation or filing of an application or petition for the judicial management of a Party; (e) making of a proposal by a Party to its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs; and (f) the appointment of a receiver, receiver and manager, or

provisional liquidator in respect of a Party or any of the property or assets of a Party.

"Intellectual Property Rights"

means patents, registered designs, design rights, layout-designs, copyrights and moral rights, trade secrets, trademarks, semi-conductor topography rights, utility models, rights in know-how, all rights of whatever nature in computer programs, firmware, micro-code and other computer software and data, and other intellectual property rights, in each case whether registered or unregistered, all intangible rights and privileges of a nature similar to any of the foregoing in any part of the world all rights or forms of protection having equivalent or similar effect anywhere in the world and all platforms and rights to apply for the protection of any of the foregoing rights.

"Laws"

means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, including the common law as may be applicable from time to time and any applicable industry codes or standards which are of a mandatory and binding nature.

"Party"

means the Supplier or the Customer, collectively **"Parties"**.

"PDPA"

means the Personal Data Protection Act 2012 of Singapore.

"Personal Data"

means any and all personal data as defined under the PDPA.

"Platform"

means the software as a service platform which End Users can access through a web browser and accessible via <https://cloud.airdigital.sg/> or another designated hyperlink, the key features of which are set out in the Quotation.

"Privacy Policy"

means the privacy policy available at <https://www.airdigital.sg/platform-users-privacy-policy/>.

"Quotation"

means the quotation issued by Supplier and executed by Customer.

"Renewal Term"

has the meaning ascribed to it in Clause 13.2.

"Services"

means the Platform, App and Support Services to be provided by Supplier under the Agreement, as may be amended by the Parties in writing from time to time.

"Service Levels"

means the minimum required standards for performance of the Services, as may be specified in O or otherwise agreed between the Parties in writing.

“Subscription Term” means the Initial Subscription Term together with any subsequent Renewal Periods.

“Support Services” means the services which the Supplier may provide to support the Customer’s use of the Platform and App, as set out in the Quotation (if applicable).

1.2 In these Terms and Conditions:

- (a) any reference to a statute, statutory provision, law, by-laws, regulation, statutory instrument or order includes a reference to any amendment, modification, consolidation, replacement or re-enactment of it for the time being in force and all statutes, statutory provisions, laws, by-laws, regulations, statutory instruments or orders made or issued pursuant to it;
- (b) references to a person include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (in any case, whether or not it has separate legal personality);
- (c) if any period of time specified in these Terms and Conditions for a given act or event ends on a non-Business Day, then that time is deemed to only end on the next Business Day;
- (d) the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words, and the words “include”, “includes”, “including” and similar expressions shall be deemed to be followed by the words “without limitation”;
- (e) the words “written” and “in writing” include any means of visible reproduction;
- (f) clause headings and sub-headings are for convenience only and shall not affect the construction of these Terms and Conditions; and
- (g) unless the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing a specific gender shall include the other genders.

1.3 In the event of conflict and/or inconsistency between these Terms and Conditions and the terms of the Quotation, the conflict and/or inconsistency shall be resolved by giving precedence to the Quotation.

1.4 For the avoidance of doubt, End Users are not beneficiaries of the Agreement and shall have no rights arising in connection with the Agreement. End Users shall have no rights to enforce the same and Customer shall be liable for all acts, omissions and defaults of any End User which constitute a breach of the terms of the Agreement.

2. SUPPLY OF SERVICES

2.1 Subject always to Customer’s continuing compliance with the terms of the Agreement, Supplier hereby:

- (a) grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable and non-assignable licence to permit the Customer and End Users to access and use the Platform and App during the Subscription Term solely for Customer's internal business operations; and
 - (b) provides Customer with the Support Services as set out in the Quotation during the Subscription Term (if applicable).
- 2.2 Save as expressly specified in the Quotation or 0, nothing in the Agreement obliges Supplier or its Affiliates to provide, without limitation, any of the following:
- (a) hardware supply (e.g. mobile devices, computers, networking devices, routers etc.);
 - (b) software installation, customisation, configuration, integration or updates; and/or
 - (c) network or other communications services, or security or penetration testing.
- 2.3 In supplying the Services, Supplier may determine in its sole and absolute discretion the modules and functionalities to be provided to Customer and each of its End Users, and such modules and functionalities provided may not be uniform.
- 2.4 Where applicable in accordance with the modules and functionalities purchased by Customer, (a) Supplier may in its sole and absolute discretion issue End User Accounts with administrative features to Customer, and (b) Customer may issue and/or allocate End User Accounts to End Users for accessing the Services provided that Supplier's prior written consent is obtained. In such event, Customer shall be solely responsible for acts or omissions of any such End User, or if such End User breaches any terms of the Agreement.
- 2.5 Customer may in writing from time to time, request to (a) upgrade the Services; and (b) purchase other services or additional End User Accounts, to be provided by Supplier to Customer and its End Users, and the Parties shall discuss in good faith the terms of such upgrade or purchase.

3. CUSTOMER'S USE OF THE SERVICES

- 3.1 Customer shall:
- (a) cooperate with Supplier in all matters relating to the Services and provide Supplier with all information, records, and access to Customer's premises as may be reasonably required by Supplier in order to perform Supplier's obligations under the Agreement;
 - (b) access and use the Services in compliance with the Agreement and all applicable Laws;
 - (c) obtain and shall maintain all necessary rights, licences, consents, permissions and authorisations under applicable Laws or otherwise necessary for Supplier to perform its obligations under the Agreement;
 - (d) carry out all responsibilities set out in the Agreement in a timely and efficient manner;

- (e) be solely responsible for any access to and/or use of the Services, any actions taken on, and all operations of, the Services, and any information, data or communications that occur under or through the use of any End User Account or are referable or traceable to any End User Account;
- (f) be solely responsible, at Customer's own cost and expense for:
 - (i) obtaining all necessary hardware, software and communications services necessary for Customer's and End Users' access and use of the Services. The costs in connection with the purchase, installation and subsequent maintenance of any equipment shall be borne by Customer. Any network connectivity costs shall be born exclusively by Customer;
 - (ii) taking all steps necessary to ensure the security of Customer's devices and systems;
 - (iii) implementing all arrangements necessary for the storage and regular backup of any Customer Data or records relating thereto, and Customer agrees Supplier may delete any Customer Data without prior notice;
 - (iv) in respect of End User Accounts issued by Supplier to Customer: (i) registering and allocating End User Accounts to End Users; (ii) ensuring that the End User Account is used only by the End User who is authorised to use such End User Account; (iii) ensuring the security of and preventing any loss, disclosure or unauthorised use of any End User Account; (iv) immediately notifying Supplier if there is any loss, disclosure or unauthorised use of any End User Account; and (v) complying, and ensuring End Users comply, with any requirements that Supplier may prescribe in connection therewith from time to time;
 - (v) ensuring End Users agree to and are always in compliance with the EULA and use the Services in compliance with the terms of the Agreement for the purposes contemplated herein and all applicable Laws;
 - (vi) ensuring that, unless otherwise stated in writing by Supplier, all End Users are not entitled to any Services or support provided by Supplier under the Agreement;
 - (vii) ensuring that, all End User support-related or other queries must be made via Customer, and Customer shall be solely responsible for communicating and implementing any customer support resolution processes or solutions for End Users.

3.2 Customer shall not (and shall procure that any End User or other third party shall not):

- (a) make available the Services or any results thereof to any third party nor use the Services in connection with the business of any third party;
- (b) copy, modify, adapt, prepare derivative works based upon the whole or any part of the Services, or permit the Services or any part of it to be combined with, or become incorporated in any other application, programs, or other services created by any third party;
- (c) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the Services or any components thereof;

- (d) communicate, republish, upload, post, transmit, edit, re-use, rent, lease, loan, sell, assign, transfer, distribute, make available, license, sublicense or create derivative works or adaptations based on the whole or any part of the Services;
- (e) use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Agreement, or in contravention of any applicable Laws, including infringement of Supplier's Intellectual Property Rights or those of any third party in relation to the Services;
- (f) use the Services in a way that could damage, disable, impair, compromise, interfere with or disrupt the integrity or performance of the Services (or the systems or security of the Services or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of Supplier;
- (g) use any unauthorised automated process or service to access and/or use the Services;
- (h) provide, distribute or share, or enable the provision, distribution or sharing of, the Services (or any data associated therewith) with any third party;
- (i) access or use the Services in order to build a competitive product or service, or otherwise to compete with the Supplier;
- (j) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to scrape or download any information and data from the Services; and/or
- (k) transmit or introduce to the Platform or App any Harmful Code, or any other material that:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;
 - (iii) promotes unlawful violence; or
 - (iv) is otherwise illegal or causes damage or injury to any person or property,

and Supplier reserves the right, without liability to or prejudice to its other rights against Customer, to disable Customer's and/or End Users' access to the Services if there is a breach of this Clause 3.2, or to terminate or suspend the Agreement.

3.3 Customer agrees and acknowledges that:

- (a) if Supplier's performance of its obligations under the Agreement is prevented or delayed by any act or omission of Customer and/or any End User, without prejudice to any other right or remedy it may have, Supplier shall:

- (i) not be liable for any damages, costs, expenses and/or losses sustained or incurred by Customer and/or any End User that arise from or in connection with such act or omission;
 - (ii) be entitled to full payment for the Services despite such act or omission;
 - (iii) be entitled to recover any additional damages costs, expenses, and/or losses Supplier sustains or incurs that arise from or in connection with such act or omission; and
 - (iv) be allowed an extension of time to perform its obligations proportionate to the delay so caused; and
- (b) Supplier shall at any time and from time to time in its sole and absolute discretion:
- (i) automatically update the Services, add or remove functionalities, features or services, vary user account rights or impose user account restrictions (including in relation to End User Accounts), resource limits or fees or suspend or terminate Services and/or user rights; and
 - (ii) deny, suspend or restrict access to the Services whether to any user or generally, or to block access from or to any resources, at any time, including in the event of a violation or alleged violation of the Agreement, Customer's and/or any End User's act or omission that causes harm to Supplier's or its Affiliates' brand, reputation or business as determined by Supplier in its sole and absolute discretion, without ascribing any reasons whatsoever,
- and in any such event, Customer agrees that Supplier shall not be liable for the exercise of the rights above and no claims shall lie against Supplier in connection therewith; and
- (c) Supplier has no obligation to monitor Customer's and any End User's access to or use of the Services but has the right to do so for the purposes of providing the Services and/or to determine Customer's compliance with the Agreement and applicable Laws.

4. CUSTOMER DATA

- 4.1 Customer shall own all rights, title and interest in and to all of Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 4.2 Notwithstanding the foregoing, Customer hereby irrevocably grants, and shall further procure and ensure that each End User grants, a worldwide, perpetual, royalty-free, non-revocable, non-transferable and non-exclusive right and licence to:
- (a) Supplier and its Affiliates to collect, use and analyse Customer Data and any information relating to the provision, use and performance of the Services and related systems and technologies therefrom for internal business purposes (e.g. statistical, financial, accounting, or the improvement and enhancement of Supplier's services). Supplier and its Affiliates may disclose insights drawn from any such activities to any third party, provided that it is anonymised and/or aggregated and will not identify Customer and/or any End User; and

- (b) Supplier, its Affiliates and third parties to collect, use and disclose Customer Data for:
- (i) performing the Agreement and providing Customer with the Services;
 - (ii) processing, managing, verifying or maintaining Customer's accounts and End User Accounts;
 - (iii) managing Supplier's infrastructure and business operations and to comply with internal policies and procedures;
 - (iv) fulfilling any services provided by Customer that is managed via the Services;
 - (v) complying with any applicable Laws or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority, whether within or outside Singapore;
 - (vi) enforcing the Agreement and protecting Supplier's rights;
 - (vii) the purposes as stated in the Privacy Policy; and
 - (viii) such other purposes as may be reasonably related to the above.
- (collectively, the "**Purposes**")

5. FEES AND PAYMENT TERMS

- 5.1 In consideration of the Services provided to Customer, Customer shall pay to Supplier the Fees, and in accordance with the frequency, specified in the Quotation.
- 5.2 Customer shall pay Supplier all amounts invoiced within thirty (30) days from the date of the invoice. Customer shall bear all banking and transaction charges for payments made under the Agreement.
- 5.3 Supplier reserves the right to increase the Fees by up to 10% at the commencement of each Renewal Term with prior written notice to Customer, and Customer agrees to pay such increased Fee for such Renewal Term.
- 5.4 All Fees and other sums payable under the Agreement and/or the Quotation shall be paid free and clear of all deductions and withholdings unless the deduction or withholding is required by any applicable Law. If any deduction or withholding is required by any applicable Law, Customer shall pay to Supplier such additional sum and shall, after the deduction or withholding has been made, ensure that Supplier receives the same amount as it would have been entitled to receive in the absence of any such deduction or withholding.
- 5.5 If Customer fails to make any payment when due then, in addition to all other rights and remedies that may be available to Supplier:

- (a) Customer shall pay the overdue sum together with interest on the overdue sum from and including the payment due date up to and including the date of actual payment at an annual rate of 3%, or the maximum rate permitted by law, whichever is lower;
- (b) Customer shall reimburse Supplier for all reasonable costs incurred by Supplier in collecting any late payments, including attorneys' fees, court costs, and collection agency fees; and
- (c) If such failure continues for fifteen (15) days following written notice thereof, Supplier may suspend any Services provided to Customer by written notice to Customer, until all past due amounts have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension.

5.6 Customer shall pay all amounts due under the Agreement without setoff, counterclaim, deduction or recoupment of any kind for amounts owed or payable by Supplier, whether under the Agreement, applicable Law, or otherwise and whether relating to Supplier's breach, bankruptcy, insolvency or otherwise.

6. CONFIDENTIALITY AND PUBLICITY

6.1 Each Party undertakes to the other Party in respect of Confidential Information received from the other Party to:

- (a) at all times maintain in strict confidence and not disclose such Confidential Information to any other person or entity except in accordance with Clause 6.2;
- (b) not use such Confidential Information for any purpose other than for the performance of the Agreement nor make unnecessary copies of the same, unless prior written consent of the other Party was obtained; and
- (c) ensure that such Confidential Information is protected against any unauthorised collection, disclosure, use, copying, modification and/or similar risks.

6.2 A Party may disclose Confidential Information it receives from the other Party:

- (a) to its directors, officers, employees, Affiliates, agents, advisors, and/or service providers (collectively, "**Recipients**") on a "need-to-know" basis for the purpose of performing any obligations or exercising any rights under the Agreement, provided that it:
 - (i) procures that the Recipients are bound by confidentiality obligations that are at least as restrictive as the confidentiality obligations in the Agreement; and
 - (ii) shall be liable to the other Party for any non-compliance by the Recipients of their confidentiality obligations in respect of such Confidential Information;
- (b) if required by law, an order of court or governmental or other regulatory authority, provided that, to the extent it is legally permitted to do so, it gives the other Party prompt notice of any such requirement and cooperates with the other Party in attempting to limit such disclosure; and

(c) to any third party provided it has obtained the other Party's prior written consent.

6.3 No obligations of confidentiality shall apply in relation to any information that:

- (a) at the time of disclosure to a Party, was already known to it as evidenced by written records or is generally available to the public other than as a result of a breach of the Agreement;
- (b) has been or is subsequently independently developed by a Party without use of the other Party's Confidential Information; or
- (c) is obtained by a Party on a non-confidential basis from a third party lawfully possessing and lawfully entitled to disclose such information to the Party.

6.4 Each Party shall immediately notify the other Party upon discovery of any unauthorised use or disclosure of Confidential Information of the other Party and shall reasonably cooperate to assist the other Party to regain possession of the Confidential Information and prevent further unauthorised use or disclosure.

6.5 Nothing in this Clause 6 prohibits Supplier from using or disclosing any data or information that is aggregated or anonymised such that it is not associated with Customer or any End User.

6.6 Notwithstanding this Clause 6,

- (a) Supplier shall have the right to issue a press release or other public announcement with respect to the Agreement, the matters under the Agreement and the transactions contemplated hereby (including the Parties' relationship under the Agreement); and
- (b) Supplier shall have the right to: (i) refer to Customer and the Agreement and (ii) use Customer's trademarks, trade names, and logos, in Supplier's publicity materials (including, without limitation, Supplier's website, sample reels, brochures, presentations, advertisements, customer or vendor lists, portfolios and other printed or electronic marketing materials) for publicity, advertising or marketing purposes.

7. INTELLECTUAL PROPERTY

7.1 Customer acknowledges and agrees that Supplier and its licensors own all rights, title and interests (including without limitation to Intellectual Property Rights) in and to:

- (a) the Services;
- (b) any trademarks, service marks, trade names, domain names, website name, other significant brand features or specific descriptions which will allow a third party to identify Supplier and/or its Affiliates (including "AiR Digital", AiR Digital logo, "GoTruck", GoTruck logo);
- (c) all updates, derivatives and modifications developed or derived therefrom, including without limitation to any software, source and object codes, algorithms, data models (whether or not any of the foregoing have been developed using Customer Data), technology, web pages, text, pictures, images, audio, video, charts, layout design, and electronic documents, or customisation to the Services;

- (d) any reports or data generated by Supplier in the course of providing the Services to Customer (whether or not any of the foregoing have been developed using Customer Data);
 - (e) any intangible ideas, residual knowledge, concepts, know-how and techniques related to or learned from Supplier's provision of Services, including, without limitation, any intangible ideas, residual knowledge, concepts, know-how, and techniques related to any new features for the Services, whether or not created for Customer; and
 - (f) any operation and technical data relating to the Services,
- (collectively, the "**Supplier Intellectual Property Rights**").
- 7.2 Other than the limited license and use rights to the Supplier Intellectual Property Rights as expressly set forth in the Agreement, Supplier does not grant Customer any other rights to the Supplier Intellectual Property Rights and reserves all rights therein.
- 7.3 Customer acknowledges that its access to some software components used in the Services may be offered under third-party rights or licences, and Customer agrees to be bound by any additional terms under any such third-party rights or licences, to the extent of any inconsistency between the Agreement and those terms.
- 7.4 If Customer or any End User proposes or provides any ideas, suggestions, recommendations, enhancements, improvements, or other feedback (collectively, "**Feedback**") to Supplier, Customer shall assign and procure such End User to assign all rights, title, and interests, including all copyright, patent, trade dress rights and other Intellectual Property Rights, in and to such Feedback to Supplier. Supplier shall have the right to use and disclose any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in such Feedback in any manner and for any purpose in Supplier's discretion without remuneration, compensation or attribution to Customer or such End User, provided that the foregoing shall not create or imply any obligation on the part of Supplier to use such Feedback.
- 7.5 Customer acknowledges and agrees that all rights, title and interests in and to any and all Foreground IPR will immediately vest in and be owned by Supplier absolutely for the full duration of all such rights and all throughout the world, free from any encumbrances, and extending without limitation to the right at Supplier's sole and absolute discretion, to apply for, prosecute and obtain Intellectual Property Rights protection anywhere in the world in respect thereof, to the intent that the grant of protection thereby derived shall be solely in the name of and vest in Supplier to the exclusion of Customer (and/or any of Customer's employees, staff, other workers, agents and service providers, and End Users).
- 7.6 Without reservation or limitation, Customer shall and shall procure its employees, staff, other workers, agents and service providers, and End Users (as applicable) to assign, transfer and convey all rights, titles and interests in and to the Foreground IPR on and from the moment of creation to Supplier, exclusively, irrevocably, and perpetually, together with all rights, titles, and interests throughout the world therein, including without limitation, the right to secure registrations, renewals, reissues, and extensions thereof. No rights of any kind are reserved to or by Customer or shall revert to Customer who expressly waives any moral rights, rights of attribution or integrity (or such similar rights) in and to such Foreground IPR.

- 7.7 Customer specifically agrees to do all acts or things necessary or desirable or as otherwise requested by Supplier, including without limitation to obtain all appropriate releases and assignments as may be necessary, to assign, transfer and convey to Supplier the rights, titles and interests to the Foreground IPR as described in Clause 7.6, including but not limited to, procuring written releases and assignments from its employees, staff, other workers, agents and service providers, and End Users.
- 7.8 If and to the extent that, for whatever reason, the rights, titles and interests in respect of the Foreground IPR cannot be assigned, transferred or conveyed to Supplier despite Customer's best endeavours to ensure and procure the same, Customer shall and shall procure its employees, staff, other workers, agents and service providers, and End Users (as applicable) to grant to Supplier a perpetual, worldwide, irrevocable, exclusive (even as against Customer and its employees, staff, other workers, agents and service providers, and End Users (as applicable)), sub-licensable (through multiple tiers), transferable and license fee / royalty-free right and license to use such Foreground IPR for any purposes whatsoever without any obligation of attribution or consent.

8. DATA PROTECTION

- 8.1 Customer shall:
- (a) comply with the PDPA with regard to any and all Personal Data collected, used, disclosed and/or processed pursuant to the Agreement; and
 - (b) procure that the End Users agree to the Privacy Policy in writing prior to their access to and use of the Services.
- 8.2 Supplier shall have a right at any time, to seek information and documents from Customer, so as to enable Supplier to ascertain whether Customer has complied with its obligations under the Agreement or whether there has been a breach of the PDPA. Upon any request from Supplier, Customer shall immediately provide Supplier with all such information and documents.
- 8.3 Parties acknowledge and agree that under the Agreement, the Supplier is merely a data intermediary as defined under the PDPA in respect of any and all Personal Data received from Customer and End Users.
- 8.4 Customer agrees, warrants and undertakes that:
- (a) for any Personal Data that it will be or is disclosing to Supplier and/or its Affiliates, the Customer would have prior to disclosing such Personal Data to Supplier and/or its Affiliates obtained the appropriate consent from the End Users and other persons ("**Data Subjects**") to whom the Personal Data relate, to:
 - (i) permit the Customer to disclose such Personal Data to Supplier and/or its Affiliates for the Purposes; and
 - (ii) permit Supplier and its Affiliates (in Singapore and/or elsewhere) to collect, use, disclose and/or process such Personal Data for the Purposes,

unless the Data Subjects are deemed to have given such consent or unless otherwise permitted by the PDPA;

- (b) any Personal Data of Data Subjects that it will be or is disclosing to Supplier and/or its Affiliates is accurate and up-to-date; and
- (c) it shall provide the Supplier and/or its Affiliates with all assistance and information necessary to enable the Supplier and/or its Affiliates, to be able to comply with its obligations under the PDPA.

9. REPRESENTATIONS AND WARRANTIES

9.1 Each Party represents and warrants to the other Party that:

- (a) it is duly established and existing under the laws of its country of incorporation;
- (b) it has the full power and capacity to enter into and perform the Agreement;
- (c) the Agreement has been duly executed and is and will remain valid, binding and enforceable against it; and
- (d) no steps have been taken by it nor have any legal proceedings been started or threatened for its bankruptcy, winding up or for the appointment of a receiver, trustee or similar officer of any of its assets in its country of incorporation.

10. DISCLAIMERS

10.1 To the maximum extent permissible under applicable law, except as expressly and specifically provided in the Agreement, the Services are provided on an "as is" and "as available" basis without any representation, warranty, condition or term of any kind (whether express, implied, statutory or otherwise), which are expressly disclaimed by Supplier. Without prejudice to the generality of the foregoing, the following shall be expressly disclaimed by Supplier:

- (a) the merchantability, satisfactory quality, fitness for a particular purpose, title, accuracy, quiet enjoyment, and non-infringement of third-party rights, or as to the accuracy, correctness, reliability, timeliness, non-infringement of or compliance with any laws, regulations and/or third-party rights in connection with the Services;
- (b) the Services being uninterrupted or error-free, or that defects will be corrected or that the Services and any related computer system is and will be free of all Harmful Code and/or other harmful elements;
- (c) the Services and any related computer system is and will be free from any unauthorised access, intervention, hacking, sabotage, fraud or infiltration by third parties;
- (d) the Services will at all times be available and/or accessible;
- (e) non-interference with Customer's and/or End User's use of the Services;

- (f) the Services being compatible or working with any third-party software, applications or third-party services; and
- (g) the Services will meet Customer's and/or End Users' requirements or any requirements prescribed by applicable Law.

11. LIMITATION OF LIABILITY

11.1 Nothing in this Clause 11 limits or excludes any liability of Supplier which cannot be limited by applicable Law, including liability for death or personal injury caused by negligence and/or fraud or fraudulent misrepresentation.

11.2 To the maximum extent permitted under applicable Law, Supplier excludes any and all liability, whether on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise, even if informed of the possibility thereof, arising from or in connection with:

- (a) any information or content (including Customer Data) which Customer and/or End User's submits, posts, transmits, communicates, sends, publishes, uploads or otherwise makes available, or is otherwise collected, through the Services;
- (b) Customer's or End User's access to, use of and/or reliance on the Services;
- (c) any infringement of any rights arising in connection with Customer's or End User's access to, use of and/or reliance on the Services;
- (d) any unauthorised access to and/or use of the Services and/or any End User Account;
- (e) any act or omission of Customer, End Users and/or any other third party;
- (f) any suspension or termination of the Agreement by Supplier;
- (g) any delays or delivery failures arising in connection with Customer's or End User's access to, use of and/or reliance on the Services;
- (h) any loss of data, revenue, profits, goodwill, anticipated savings, reputation, business and/or business opportunity; and/or
- (i) any special, indirect and/or consequential loss or damage of any kind.

11.3 To the maximum extent permitted under applicable law and to the extent not excluded, Supplier's maximum aggregate liability to Customer in connection with the Agreement, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to and not exceed an amount equal to the fees payable by Customer for Services provided in the month in which the claim giving rise to liability is caused.

12. INDEMNITY

12.1 Customer shall fully indemnify, defend and hold harmless Supplier, its directors, officers, employees, agents, advisors and Affiliates (collectively, the "**Indemnitees**") against all claims, actions and other legal

proceedings, and liabilities, losses, damages, fines, penalties, expenses, costs (including legal costs and expenses on a solicitor-client basis) incurred or suffered by any of the Indemnitees arising out of or in connection with:

- (a) any information or content (including Customer Data) which Customer and/or End User's submits, posts, transmits, communicates, sends, publishes, uploads or otherwise makes available, or is otherwise collected, through the Services;
- (b) Customer's and/or End User's breach of any provision of the Agreement or the EULA, including the representations, warranties and undertakings in Clauses 7, 8 and 9;
- (c) Customer's and/or End User's access and/or use of the Services;
- (d) any infringement of any rights arising in connection with Customer's and/or End User's access to, use of and/or reliance on the Services;
- (e) any unauthorised access and/or use of the Services and/or any End User Account;
- (f) any act or omission of Customer, End Users and/or any other third party;
- (g) any suspension or termination of the Agreement by Supplier; and
- (h) any action taken by Supplier either as part of Supplier's investigation of any suspected breach of the Agreement or as a result of Supplier's finding or decision that a breach of the Agreement has occurred.

13. TERM AND TERMINATION

- 13.1 The Agreement shall commence on the Effective Date and shall, unless the Parties otherwise agree or terminated earlier in accordance with the provisions of the Agreement, continue in full force and effect for the period as set out in the Quotation (“**Initial Subscription Term**”).
- 13.2 Unless otherwise indicated in the Quotation, on the expiry of the Initial Subscription Term and each preceding Renewal Term (as the case may be), the Agreement shall automatically renew for an additional one (1) year (each a “**Renewal Term**”), unless either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the end of the Initial Subscription Term or current Renewal Term (as the case may be).
- 13.3 Each Party may terminate the Agreement by giving ninety (90) days' written notice to the other Party.
- 13.4 Without prejudice to any other right or remedy available to it, Supplier may terminate the Agreement immediately by giving written notice to Customer if:
 - (a) Customer commits a material breach of any terms or conditions of the Agreement which is incapable of being remedied;
 - (b) Customer commits a material breach of any of the terms or conditions of the Agreement and, if such breach is remediable, fails to remedy that breach within a period of thirty (30) days after being notified to do so in writing;

- (c) Supplier discovers any material misrepresentation, on the part of Customer, in inducing Supplier to enter into the Agreement and such material misrepresentation is not sufficiently rebutted by Customer to Supplier's reasonable satisfaction within thirty (30) days of Customer's receipt of Supplier's notice thereof;
 - (d) Customer becomes subject to an Insolvency Event;
 - (e) Customer fails to pay any amount when due hereunder and such failure continues more than thirty (30) days after Customer's receipt of Supplier's notice thereof; or
 - (f) Customer is otherwise prevented or prohibited by Law from performing its obligations under the Agreement.
- 13.5 Termination of the Agreement for any reason shall not affect any rights and remedies a Party may have accrued under the Agreement.
- 13.6 Upon expiry or termination of the Agreement:
- (a) all rights, licences and sub-licences granted by Supplier to Customer under the Agreement shall terminate and Supplier shall immediately cease Customer's and its End Users' access to and use of the Services;
 - (b) Customer shall be solely responsible for bearing all costs and expenses associated with any migration or export of any Customer Data; and
 - (c) Customer shall return to Supplier, destroy or permanently erase, and shall procure that any person who has received any Confidential Information in connection with the Agreement returns, destroys or permanently erases, all materials or documents (including copies thereof) containing, reflecting, incorporating or based on Supplier's Confidential Information.
- 13.7 Without prejudice to any right or remedy Supplier may have to claim interest under the Agreement, at law or otherwise, all payments payable to Supplier by Customer under the Agreement shall become due and payable immediately upon expiry or termination of the Agreement.
- 13.8 Any provision of the Agreement that is intended (whether expressly or by implication) to survive the termination of the Agreement shall remain in full force and effect, including Clauses 6 (Confidentiality and Publicity); 7 (Intellectual Property), 9 (Representations and Warranties); 11 (Limitation of Liability); 12 (Indemnities); 13 (Term and Termination); 15 (Notices) and 16 (General).

14. FORCE MAJEURE

- 14.1 If Supplier is prevented, hindered or delayed in or from performing any of its obligations under the Agreement due to a Force Majeure Event, the performance of Supplier's obligations under the Agreement shall be suspended during the period the Force Majeure Event prevents, hinders or delays Supplier's performance of its obligations without any liability to Customer, provided that Supplier promptly notifies Customer in writing of the Force Majeure Event and the likely duration of any impact of the Force Majeure Event on its ability to perform any of its obligations.

14.2 If the Force Majeure Event prevents, hinders or delays Supplier's performance of its obligations for a continuous period of more than ninety (90) days, Supplier may terminate the Agreement immediately by giving written notice to Customer.

15. NOTICES

15.1 Notices under the Agreement may be delivered by hand, by electronic mail or by mail to the addresses and contact details of the Parties as specified in the Quotation.

15.2 Any notice served on a Party will be deemed to have been received:

- (a) on the date of personal deliver, if delivered by hand;
- (b) three (3) Business Days after the day of posting, if posted; or
- (c) in the case of email on the date and time of transmission by the mail server operated by the sending Party.

15.3 If a notice would otherwise be deemed to be received after 5 p.m. on a Business Day or on a day other than on a Business Day, the notice will be deemed to be received on 9 a.m. on the next Business Day.

16. GENERAL

16.1 Entire Agreement. The Agreement, and the documents in it, constitutes the entire agreement and understanding between the Parties relating to the subject matter of the Agreement and no Party has entered into the Agreement in reliance upon any representation, warranty or undertaking of the other Party which is not set out in the Agreement. Nothing in this Clause 16.1 shall however operate to limit or exclude liability for fraud.

16.2 Variation. No variation of the Agreement shall be effective unless it is in writing and signed by the Parties.

16.3 Assignment. Customer shall not assign, transfer, charge or otherwise deal with all or any of Customer's rights under the Agreement nor grant, declare or dispose of any right or interest in it without the prior written consent of Supplier. Supplier may assign, transfer, charge or otherwise deal with all or any of its rights under the Agreement, or grant, declare or dispose of any right or interest in connection thereto, without Customer's prior written consent.

16.4 Illegality. The illegality, invalidity or unenforceability of any provision of the Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

16.5 Waivers. No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under the Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in the Agreement are cumulative and not exclusive of any rights or remedies provided by law.

- 16.6 No Partnership. The Parties hereto are independent contractors and neither Party is a partner or joint venturer or employee or agent of the other nor is either Party entitled to act as the other Party's agent nor shall the latter be liable in respect of any representation act or omission of the former of whatever nature. For the avoidance of doubt, each Party shall have no authority, express or implied, to assume or create any obligation or liability on behalf of the other Party, and shall have no authority to represent the latter in any other capacity except as expressly provided in the Agreement.
- 16.7 Contracts (Rights of Third Parties) Act 2001. Save for Indemnitees referred to in Clause 12, a person who is not a Party to the Agreement shall have no right to enforce or enjoy the benefit of any term of the Agreement under the Contracts (Rights of Third Parties) Act 2001. Notwithstanding any term of the Agreement, the consent of any person who is not a party to the Agreement is not required to rescind or vary the Agreement at any time.
- 16.8 Governing Law and Dispute Resolution. The Agreement shall be governed by, and construed in accordance with, the laws of Singapore. Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.
- 16.9 Electronic Signatures. The Parties agree that the Agreement may be executed by way of electronic signatures and the Parties agree that the Agreement, or any part thereof, shall not be denied legal effect, validity or enforceability solely on the ground that it is in the form of an electronic record. The Parties further agree that they shall not dispute the validity, accuracy, legal effectiveness or authenticity or enforceability of the Agreement merely on the basis that the Agreement is executed by way of electronic signatures, and that such electronic record shall be final and conclusive of the Parties' agreement of any relevant matter as set out in the Agreement.

SCHEDULE 1 SERVICE LEVELS

1. Platform and App Availability

- 1.1 Platform and App shall be made available twenty-four (24) hours per day and seven days per week, including public holidays, excluding scheduled downtime ("**Scheduled Downtime**") notified to customer.
- 1.2 The availability of Platform and App excluding Scheduled Downtime shall not be less than 99.5% for any month.

2. Support Availability and Incident Response

- 2.1 The Support Services shall be available from 9 a.m. to 5 p.m. (GMT+8) on Business Days.
- 2.2 For incidents escalated to Supplier, Supplier will respond to and resolve the incident based on the severity set out below:

Severity 1: Critical

Customer's use of the Platform or App is stopped or so severely impacted that Customer cannot reasonably continue work. Customer experience a complete loss of service. The impacted operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- Service hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- Services crashes, and crashes repeatedly after restart attempts
- Security Incident with the potential to impact the confidentiality, integrity or availability of the service

Supplier will use reasonable efforts to respond to Severity 1 service requests within thirty (30) minutes. Supplier will work 24x7 until the Severity 1 service request is resolved, a reasonable workaround is put in place, or as long as useful progress can be made. Customer must provide Supplier with a technical contact during the 24x7 period to assist with data gathering, testing, and applying fixes. Customer are required to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Supplier.

Severity 2: Significant

Customer experience a severe loss of service. Important features of the Platform or App are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Severity 3: Standard

Customer experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

Severity 4: Minimal

Customer request information, enhancement, or documentation clarification regarding the Platform or App, but there is no impact on the operation of such service. Customer experience no loss of service.

- 2.3 For the avoidance of doubt, Supplier shall have no obligation to provide any Support Services for any

performance or availability issues to the Platform or App:

- (a) due to factors beyond Supplier's reasonable control;
- (b) due to Customer's failure to meet minimum system requirements required for the operation of the Services;
- (c) that result from the use of services, hardware, or software not provided by Supplier, including, but not limited to, issues resulting from inadequate bandwidth or related to other application, programs, or other services created by any third party;
- (d) caused by Customer's breach of or non-compliance with the Agreement.