Master Services Agreement Terms

(SaaS, Consulting, and Development Services)

This agreement ("**Agreement**") is incorporated into a Order Form into which the parties have entered.

Parties

(1)   Logscaler Pte. Ltd. incorporated and registered in Singapore with company number 202301905C, whose registered office is at 160 Robinson Road, #14-04 Singapore Business Federation Center, Singapore (068914) ("**Supplier**").

(2)   The client, which has entered into a Order Form with the Supplier ("**Client**").

BACKGROUND

(A)   The Supplier owns an Enterprise Distribution Management System that empowers businesses to build, manage, and grow their own distribution processes using existing assets and/or outsourced partnerships ("**System**").

(B)   The Client wishes to use the Supplier's System in its business operations.

(C)   Generally, the System allows the user to track items from the initial collection point to the ultimate recipient of the items, and allows for tracking across multiple segments of this delivery chain. For every time the user registers such an item in the System to be tracked, it is entered as a Transaction ("**Transaction**") on the System.

(D)   This Agreement provides the general terms and conditions governing the Supplier's provision of the System, on a Software-as-a-Service basis, together with related consulting and development services.

(E)   From time to time, the Client shall purchase the services from the Supplier using a Order Form which shall set out the pricing and further terms on the user's rights to make transactions, amongst other terms ("**Order Form**"). Each Order Form shall refer to and incorporate the terms of this Agreement.

Agreed terms

1.   Interpretation

1.1   The definitions and rules of interpretation in this clause apply in this Agreement.

Activation/Activated: when the pre-paid Transactions purchased are available for use in the System.

Affiliates: a list of entities affiliated with the Client to be agreed between the Client and the Supplier in a Order Form.

Authorised Users: those employees, agents and independent contractors of the Client or its Affiliates who are authorised by the Client to use the Services and the Documentation.

Business Day: a day other than a Saturday, Sunday or public holiday in Singapore when banks in Singapore are open for business.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls**, **controlled**, and the expression **change of control** shall be interpreted accordingly.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 12.1.

Client Data: the data inputted by the Client, Authorised Users, or the Supplier on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services.

Documentation: the document made available to the Client by the Supplier online via the web address notified by the Supplier to the Client from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this Agreement.

Item: the article being tracked as agreed on in the Order Form.

Intellectual Property Rights: (a) copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights, licenses; (b) any application for the protection or registration or these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created to which a Party may be entitled; and (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) in each case in any jurisdiction.

Normal Business Hours: 9.00 am to 6.00 pm local Singapore time, each Business Day.

Services: the services provided by the Supplier to the Client permitting access to the System, as more particularly described in the Documentation, together with any support, consulting, development, and training services.

Supplier's Affiliates: Whether directly or indirectly, the Supplier's subsidiaries, parent company, and subsidiaries of any parent company.

System: the online software applications provided by the Supplier as part of the Services.

Fees: the fees payable by the Client to the Supplier as set out in the Order Form or as arising from charges on a post-paid model.

Representatives: in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

Transaction: when an item is registered for tracking on a system with a defined single collection point and single delivery address, notwithstanding that there may be multiple segments in the delivery chain.

Service Level Policy: the Supplier's policy for providing support in relation to the Services as set out in Schedule 1.

Usage Data: information concerning the Client's usage of the System.

Virus: any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering, or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

Order Form: the Order Form sets out the pricing of the Services and further terms on the user's rights to make transactions, amongst other terms to be mutually agreed between the Client and the Supplier.

With respect to the purchase of development, consulting, and extra support services, the Supplier shall prepare a project proposal which shall constitute a Order Form.

1.2   Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3   A person includes an individual, corporate, or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors, or permitted assigns.

1.4   A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5   Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6   A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

1.7   A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

1.8   A reference to **writing** or **written** includes email but excludes fax.

1.9   References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to the paragraphs of the relevant schedule to this Agreement.

2.   Service

2.1   Subject to the terms of this Agreement, the Supplier hereby grants to the Client a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation solely for the Client's internal business operations.

2.2   The Supplier shall, when the Client has the right to make Transactions, provide the Services and make available the Documentation to the Client on and subject to the terms of this Agreement.

2.3   The rights provided under this Agreement are granted to the Client only and shall not be considered granted to any subsidiary or holding company of the Client, unless agreed upon with the Client in a Order Form.

2.4   The Services do not include the provision of any hardware or equipment required to operate the System (such as scanners, mobile devices, and computers) or internet connectivity to access the System.

3. Determining the number of Transactions

3.1 The Client shall initiate and confirm each Transaction through the System. Each Transaction shall commence upon confirmation by the Client ("**Commencement**") and ends upon delivery of the Item to the recipient ("**Delivery**").

3.2 Each Item registered/tracked on the System shall be counted as one (1) Transaction, regardless of the number of exchanges between intermediaries in the supply chain ("**Intermediaries**") from Commencement to Delivery provided that the relevant Intermediaries are all connected to the Client's account in the System.

3.3 When an Item is delivered to an Intermediary not connected to the Client's system, delivery of the Item to that Intermediary shall be treated as completion of a Transaction.

3.4 Once an Item is registered/tracked on the System and the Item is split up at any point in the delivery chain thereafter, each part of the Item that is split from the original shall be counted as an additional Transaction.

3.5 If due to the Client's configuration settings, a new Item is created from an existing Item, the creation of that new Item shall be counted as an additional Transaction.

3.6 Even if a Transaction is cancelled after its creation, it will still count as a Transaction.

4. Pre-paid Transactions through a Order Form

4.1 From time to time, the Client may purchase pre-paid Transactions from the Supplier through a Order Form. A sample of the form of the Order Form is set out in Schedule 1.

4.2 The number of Transactions that the Client has pre-paid shall be shown in the accounts maintained by the Client with the Supplier.

4.3 In the event the Client fails, refuses and/or neglects to make payment in respect of the pre-paid Transactions in accordance with such payment terms as stated in the Order Form, the Supplier will not credit the relevant unpaid transactions to the Client's accounts.

4.4 Pre-paid Transactions are subject to a validity period as stated in the Order Form. Un-utilised pre-paid Transactions shall expire and become void at the end of the validity period.

4.5 During the validity period, the Client shall have the right to purchase additional packages of 50,000 pre-paid Transactions at the same price paid for the initial package of pre-paid Transactions purchased in the Order Form. For the avoidance of doubt, such additional packages purchased are subject to the same validity period stated in Clause 4.4 above.

4.6   The pre-paid Transactions are non-cancellable and non-refundable once the Order Form is entered into, even if they have not yet been Activated.

5.   Post-paid Transactions

5.1   Where the Client makes Transactions on the System without any pre-paid Transactions available, the Client shall be billed monthly on a post-paid model based on the last post-paid price agreed on between the Client and Supplier in a Order Form.

5.2   In any month where the Client makes a Transaction on the post-paid model, a monthly administrative fee shall be billed monthly, based on the last monthly administrative fee agreed on between the Client and Supplier in a Order Form.

5.3   Transactions made on a post-paid model cannot be offset by subsequently-purchased pre-paid Transactions.

6.   Client Support Services, Uptime, and Service Credits

6.1   The Supplier will, as part of the Services and at no additional cost to the Client, provide the Client with the Supplier's standard Level 1 customer support services and at the Supplier's monthly uptime percentage commitment as set out in Schedule 1 (*Service Level Policy*).

6.2   The Supplier may amend the Service Level Policy in its sole and absolute discretion from time to time.

6.3   The Client may purchase enhanced support services separately from the Supplier.

6.4   When the Supplier fails to achieve the committed monthly uptime percentage in a given month, the Supplier shall provide service credits as stated in Schedule 1 (*Service Level Policy*). Service credits shall be credited as pre-paid Transactions to the Client's account. Service credits shall be utilised before any pre-paid or post-paid Transactions.

6.5   Service credits are non-refundable and may not be exchanged for cash.

6.6   With respect to any unavailability or non-performance of the System, the service credits are the Client's sole and exclusive remedy for such unavailability or non-performance.

6.7   To receive a service credit, the Client must submit a claim by emailing the Supplier. To be eligible, the credit request must be received by the Supplier within one (1) calendar month after the date of the incident and must include: a) the words "SLA Credit Request" in the subject line; b) the Client's company name; and c) logs that document the errors and corroborate the Client's claimed outage.

7. Charges and payment

7.1   With respect to pre-paid Transactions, the Client shall pay the Fees to the Supplier in accordance with the schedule indicated in the Order Form within thirty (30) days of receiving the Supplier's invoice.

7.2   With respect to post-paid Transactions, the Supplier shall provide an invoice at the end of each month to bill for the Transactions utilised for that month. The Client shall pay the Fees to the Supplier within thirty (30) days of receiving the Supplier's invoice.

7.3   If the Supplier has not received payment after the due date, without prejudice to any other rights and remedies of the Supplier:

    (a)   the Supplier may, without liability to the Client, disable the Client's password, account, and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all the Services; and

    (b)   the interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% on a simple interest basis, commencing on the due date and continuing until fully paid, whether before or after judgment.

7.4   All amounts and Fees stated or referred to in this Agreement:

    (a)   shall be payable in SGD;

    (b)   are non-cancellable and non-refundable;

    (c)   are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

8. Supplier's obligations

8.1   The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

8.2   The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 8.1.

8.3 This Agreement shall not prevent the Supplier from entering into similar Agreements with third parties or from independently developing, using, selling, or licensing documentation, products and/or services which are similar to those provided under this Agreement.

8.4 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

9. Client's obligations

9.1 The Client shall:

    (a) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

    (b) effect and maintain adequate security measures to safeguard the Client's use of the System and to prevent the unauthorised use or access to the areas of the System, especially any APIs to access the System that are under the Client's control; and

    (c) immediately notify the Supplier if it becomes aware of any loss or theft or unauthorised use of any of the Client's passwords and/or usernames.

9.2 The Client shall not access, store, distribute, or transmit any Viruses or Vulnerability or any material during the course of its use of the Services that is otherwise illegal or causes damage or injury to any person or property and the Supplier reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this clause.

9.3 For subsequent purchases of pre-paid Transactions (after the Client's purchase of the first package of pre-paid Transactions), the Client shall raise a request with the 30 days before the Client's intended Activation date. If the Client fails to make this request on time, it shall bear all risks arising from any potential disruption in the Services.

9.4 The Client shall not:

    (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the System and/or the Documentation (as applicable) in any form or media or by any means;

    (b) attempt to de-compile, reverse compile, disassemble, reverse engineer all or any part of the System; or

    (c) access all or any part of the Services and the Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(d)   use the Services and/or the Documentation to provide services to third parties; or

(e)   subject to clause 26.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or the Documentation available to any third party except the Authorised Users, or

(f)   attempt to obtain or assist third parties in obtaining access to the Services and/or the Documentation, other than as provided under this Agreement; or

(g)   introduce or permit the introduction of any Virus or Vulnerability into the Supplier's network and information systems; or

(h)   use the Services and/or the Documentation in any way that is not compliant with the applicable laws and regulations in the relevant jurisdiction(s).

9.5   The Client shall use all reasonable endeavours to prevent any unauthorised access to or use of the Services and/or the Documentation, and promptly notify the Supplier in the event of any such unauthorised access or use, promptly notify the Supplier.

9.6   Where any of the Client's Affiliates uses the System, the Client shall be responsible for its Affiliates' compliance with this Agreement, and for any breach of this Agreement by any of its Affiliates. Any act or omission of the Client's Affiliates concerning this Agreement shall be deemed the act or omission of the Client, and the Client shall be liable for such act or omission as if such act or omission was that of the Client.

10.   Third-party providers

The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty, or commitment and shall have no liability or obligation whatsoever in relation to the content or use of or correspondence with any such third-party website, or any transactions completed and any contract entered into by the Client with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not the Supplier. The Supplier recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

11.   Proprietary rights

11.1   The Client acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly

stated herein, this Agreement does not grant the Client any Intellectual Property Rights or any other rights or licences in respect of the Services or the Documentation.

11.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under and in accordance with the terms of this Agreement.

12. Confidentiality

12.1 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the date of this Agreement in connection with this Agreement, including, but not limited to:

    (a) any information that would be regarded as confidential by a reasonable businessperson relating to:

        (i) the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and

        (ii) the operations, processes, product information, know-how, designs, trade secrets, or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);

    (b) any information developed by the parties in the course of carrying out this Agreement and the parties agree that:

        (i) details of the Services and the results of any performance tests of the Services shall constitute Supplier Confidential Information; and

        (ii) Client Data shall constitute Client Confidential Information.

12.2 The provisions of this clause shall not apply to any Confidential Information that:

    (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

    (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

    (c) was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality Agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

    (d) the parties agree in writing is not confidential or may be disclosed; or

(e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

12.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:

(a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (**Permitted Purpose**); or

(b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 12.

12.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

(a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

(b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

12.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation, any relevant securities exchanges), or by a court or other authority of competent jurisdiction, provided that to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible, and where notice of disclosure is not prohibited and is given in accordance with this clause 12.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

12.6 The above provisions of this clause 12 shall survive for a period of two (2) years from the termination or expiry of this Agreement.

13. Client Data and Usage Data

13.1 The Client shall own all right, title and interest in and to all the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of all such Client Data.

13.2 The Supplier shall be entitled to collect information concerning the Client's usage of the System ("**Usage Data**") solely for the purposes of troubleshooting and improving System stability and functions and designing new features or improving existing features, and such usage information shall be property belonging to the Supplier and the Client shall have no claim whatsoever to such usage information, provided such Usage Data shall be collected

in such a manner so that such Usage Data, whether standing alone or in combination with others, cannot be attributed to the Client.

13.3 The Client shall permit the Supplier to transmit Client Data and Usage Data to the Supplier's Affiliates for collection or processing for the purposes of this Agreement and for Clause 13.2.

14. Data protection

Where the Client Data constitutes "*personal data*" under the Personal Data Protection Act 2012, with respect to such personal data: (a) the Client shall be the data organisation and appoint the Supplier as its data intermediary; and (b) the Supplier shall adhere to the terms in Schedule 2 (*Data Protection Clauses*).

15. Indemnity

15.1 The Supplier shall defend the Client, its officers, directors, and employees against any claim that the Client's use of the Services or the Documentation in accordance with this Agreement infringes any Intellectual Property Rights, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:

    (a)   the Supplier is given prompt notice of any such claim;

    (b)   the Client does not make any admission or otherwise attempt to compromise or settle the claim, and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

    (c)   the Supplier is given sole authority to defend or settle the claim.

15.2 In the defence or settlement of any claim, the Supplier may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing.

15.3 In no event shall the Supplier, its employees, agents, and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:

    (a)   a modification of the Services or the Documentation by anyone other than the Supplier; or

    (b)   the Client's use of the Services or the Documentation in a manner contrary to the instructions given to the Client by the Supplier.

15.4 The foregoing clause 16.5 states the Client's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Rights.

16. Limitation of liability

16.1 Except as expressly and specifically provided in this Agreement:

    (a) the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions, or scripts provided to the Supplier by the Client in connection with the Services, or any actions taken by the Supplier at the Client's direction;

    (b) all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by the applicable law, excluded from this Agreement; and

    (c) the Services and the Documentation are provided to the Client on an "as is" basis.

16.2 The Supplier:

    (a) does not warrant that:

        (i) the Client's use of the Services will be uninterrupted or error-free;

        (ii) the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements;

        (iii) the System or the Services will be free from Vulnerabilities or Viruses; or

        (iv) the System is suitable for use with protected sensitive financial information such as credit card numbers and financial account numbers; and

    (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services and the Documentation may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

16.3 The Client assumes all risk arising from the use of any sensitive financial information with the System including, but not limited to, the risk of any inadvertent disclosure or unauthorised access thereto.

16.4 Both the Supplier and the Client shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges, or expenses however arising under this Agreement.

16.5   The Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 15.1), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid during the twelve (12) months immediately preceding the date on which the claim arose.

16.6   Nothing in this Agreement excludes:

(a)   the liability of the Supplier for death or personal injury caused by the Supplier's gross negligence, or for fraud or fraudulent misrepresentation; or

(b)   the liability of the Client for any breach, infringement, or misappropriation of the Supplier's Intellectual Property Rights.

17.   Term and termination

17.1   The Client has the right to terminate this Agreement at any time for convenience by giving at least ninety (90) days' prior written notice to the Supplier, provided that the termination of the Agreement will not entitle the Client to any refunds (pursuant to Clause 17.3(f)).

17.2   Without affecting any other right or remedy available to it, either party may terminate this Agreement with at least thirty (30) days' prior written notice to the other party if:

(a)   the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; or

(b)   the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so.

17.3   On termination or expiry of this Agreement for any reason:

(a)   all licences granted under this Agreement shall immediately terminate and the Client shall immediately cease all use of the Services and/or the Documentation, and the Supplier shall cease making the System available to the Client;

(b)   each party shall return and make no further use of any equipment, property, Documentation, and other items (and all copies of them) belonging to the other party;

(c)   the Supplier shall, at the Client's option: (a) return a complete copy of the Client Data to the Client in the format of the Supplier's reasonable discretion; (b) securely dispose of all existing copies of the Client Data in its possession, custody, or control; and (c) certify in writing to the Client that it has complied with the requirements of this clause;

(d)   any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced;

(e)   Clauses 11 (*Proprietary Rights*) and 12 (*Confidentiality*) shall continue in force even after the termination;

(f)   In no event shall the Client be entitled to any refunds; and

(g)   the Supplier shall not be liable for any damages (whether direct or arising under the grounds stated in Clause 16.4 (*Limitation of Liability*)), resulting from such suspension.

18.   Suspension for non-payment or inactivity

18.1   Without prejudice to Clause 17, the Supplier may suspend the provision of the System to the Client, if:

(a)   the Client fails to make timely payment for any invoice issued by the Supplier; or

(b)   for a continuous period of twelve (12) months: the Client (a) does not have any pre-paid Transactions capable of being utilised on the System (e.g. all existing Transactions have been utilised or their validity period has expired) **and** (b) has not made any post-paid Transactions.

18.2   In the event of suspension for the foregoing reasons in Clause 18.1, the Supplier shall not be liable for any damages (whether direct or arising under the grounds stated in Clause 16.4 (*Limitation of Liability*)), resulting from such suspension.

18.3   In the event of suspension under Clause 18.1(a), the suspension will be restored within 3-days after confirmation of payment receipt of any outstanding amount due to the Supplier.

19.   Force majeure

Except for Clause 7 (*Charges and payments*), neither Party has any responsibility for and is released from all contractual obligations and liability (e.g. for damages) if its performance of these terms and conditions is affected by an event of force majeure (i.e., any event which was not under the control of the affected Party, or was not reasonably foreseeable, including but not limited to, any natural disaster such as thunderstorm, flood or storm, fire, national emergency, strike or equivalent labour action, or the unavailability of the internet for reasons beyond the control of the affected Party).

20.   Conflict

If there is an inconsistency between any of the provisions in the Agreement and the Order Form, the provisions in the Order Form shall prevail.

21.   Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22.   Waiver

22.1   A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

22.2   A delay or failure to exercise or the single or partial exercise of any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

23.   Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24.   Severance

24.1   If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

24.2   If any provision or part-provision of this Agreement is deemed deleted under clause 24.1 the parties shall negotiate in good faith to agree on a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25.   Entire Agreement

25.1   Including the Order Form, this Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous Agreements, promises, assurances, and understandings between them, whether written or oral, relating to its subject matter.

25.2   Each party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) not set out in this Agreement.

25.3   Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

26. Assignment

26.1 The Client shall not, without the prior written consent of the Supplier, assign, novate, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement.

26.2 The Supplier may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement.

27. No partnership or agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

28. Third party rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 2001.

29. Counterparts

29.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

29.2 Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG, or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement.

29.3 No counterpart shall be effective until each party has provided the other with at least one executed counterpart.

30. Notices

30.1 Any notice given to a party under or in connection with this Agreement shall be in writing and sent by email to the designated representatives of the party.

30.2 This clause does not apply to the service of any proceedings or other documents in any legal action or where applicable, any arbitration or other method of dispute resolution.

31. **Governing law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of Singapore.

32. **Jurisdiction**

Each party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

(*Service Level Policy***)**

Unless otherwise provided herein, this Service Level Policy is subject to the provisions of the Agreement.

1. Service Commitment. The Supplier will use commercially reasonable efforts to make the System available throughout twenty-four 24 hours a day, seven (7) days a week, with a Monthly Uptime Percentage of at least 99.5% ("**Service Commitment**"). If the System availability drops below the Service Commitment level, the Supplier shall pay to the Client the Service Credits by adding the transactions credit to the SaaS package. This Service Commitment allows for the following downtimes (on an average or aggregate basis): Daily: 7m 12s; Weekly: 50m 24s; Monthly: 3h 39m 8s; Quarterly: 10h 57m 26s; Yearly: 1d 19h 49m 44s.

2. Definitions

    a. "**Apps**" and "**Databases**" mean the Client's apps and databases running on the System.

    b. **"Excluded Events"** means:

        i. Any suspension necessary for remedial actions to be undertaken by the Supplier in response to the issues raised by the Client under the Agreement;

        ii. Any force majeure event;

        iii. Any event resulting from any incompatibility of the Client's or third party's configuration with the System; and

        iv. Any event resulting from the equipment, software, or other technology of the Client or any third party including, but not limited to, issues resulting from inadequate bandwidth.

    c. "**Maintenance**" means scheduled unavailability of the System, as announced by the Supplier at least 72 hours prior to the System becoming Unavailable.

    d. "**Monthly Uptime Percentage**" is calculated by subtracting from 100% the percentage of minutes during the month in which the System was Unavailable. The System is available if the following requirements are met: (i) the Supplier's website search of job status (full delivery/partial delivery/direct reject) based on OBD/invoice number to be under 2 minutes from the time of login to the display of corresponding job status; and (ii) the Supplier's website data request and navigation response time to be under 3 seconds per data request. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any of the Excluded Events.

    e. "**Operating Hours**" means Singapore time zone Mondays to Fridays 07:00am – 8:00pm, excluding Singapore Public Holidays.

f. "**Service Credit**" means a credit denominated in transactions, calculated as set forth in paragraph 5 below, that the Supplier may credit back to the Client.

g. "**Unavailable**" and "**Unavailability**" mean:

   i. For apps, when all the Client's apps have no external connectivity;

   ii. For databases, when all the Client's databases have no connectivity, as confirmed by the Supplier.

h. "**Uptime**" means the amount of time that the System is operational.

3. <u>Support Levels.</u> The different levels of support are described below:

a. At no additional cost to the Client: "Level 1 Support", comprising the helpdesk support provided by the Supplier for all customer inquiries, enhancement requests, change requests or product issues and managing the tickets, access to the support portal for filing product issues, inquiries or suggesting enhancement ideas;

b. As agreed between the Client and the Supplier in a Order Form and subject to additional costs:

   i. "Level 2 Support", comprising the support provided by either the Supplier or the Supplier's partner to resolve configuration issues;

   ii. "Level 3 Support", comprising the support provided by the Supplier on a 24x7 basis for critical product issues.

4. <u>Incident Management Process and Resolution of Problem.</u> The primary goal of the incident management process is to restore normal service operation as quickly as possible. The following process should be used whenever an issue concerning a loss or lack of service is reported:

a. Incident raised: The Client files a support ticket via Logscaler Enterprise Portal or directly through http://help.zyllem.com. The support ticket must indicate the severity of the incident.

b. Incident routed to appropriate support team: Support tickets are submitted to a queue which will be accessible to all members of the Supplier's support group.

c. Incident Response time: Depending on the severity of the incident, the Supplier shall target to respond to the Client with an update on the incident within the incident response time stipulated below.

d. Resolution time: the Supplier will review the severity of the incident and target to resolve the incident within the resolution time stipulated below.

5. <u>Target times</u>

Level	Description	Incident response time	Resolution time
Critical	Client's business has significant loss or degradation of services or malfunction of the System that requires immediate attention. Examples: all or majority of the Client's users are unable to log into the System or perform critical operations (e.g. assigning jobs to drivers or creating Transactions).	2 hours	As soon as possible until the issue is resolved
High	Client's business has moderate loss or degradation of services, but work can reasonably continue in an impaired manner, adopting workarounds when necessary. Examples: inability to modify existing processes or update system settings; add new users; extract data for reporting (though data is still in System); perform dispatching tasks.	4 hours (During Singapore Normal Business Hours)	5 Business Days with a workaround option Actual fix schedule in Maintenance Release Cycle (4-8 weeks)
Medium	Client's business has minor loss or degradation of services, but work can continue. Examples: inability to modify user's information; inability to use filter or search on certain modules; Not all reporting functions are working as expected.	2 Business Days	Maintenance Release Cycle
Low	Client's business is substantially functioning with minor or no impediments to services.	2 Business Days	Maintenance Release Cycle

6. Service Commitments and Service Credits

   a. Service Credits are calculated as a percentage of the total value of Transactions utilized by the Client for the month preceding which the Unavailability occurred.

   b. For Monthly Uptime Percentage less than 99.5%, the Client will be eligible for a 10% Service Credit.

Schedule 2

(*Data Protection Clauses***)**

1. <u>Compliance with PDPA.</u> The Supplier shall comply with all its obligations under the Personal Data Protection Act 2012 ("**PDPA**") at its own cost with respect to personal data as defined under the PDPA ("**Personal Data**").

2. <u>Process, Use, and Disclosure</u>. The Supplier shall only process, use, or disclose personal data which the Supplier processes on behalf of the Client as data intermediary ("**Client Personal Data**"): (a) strictly for the purposes of fulfilling its obligations and providing the services required under this Agreement; (b) with the Client's prior written consent; or (c) when required by law or an order of court, but shall notify the Client as soon as practicable before complying with such law or order of court at its own costs.

3. <u>Transfer of personal data outside of Singapore</u>. The Supplier shall not transfer Client Personal Data to a place outside of Singapore unless it ensures that the Client Personal Data will be protected at a standard that is comparable to that under the PDPA.

4. <u>Security Measures</u>. The Supplier shall protect the Client Personal Data in the Supplier's control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural, and information & communications technology measures) to prevent: (a) unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Client Personal Data, or other similar risks; and (b) the loss of any storage medium or device on which personal data is stored. For the purposes of this Agreement, "reasonable security arrangements" comprise the requirements set out in following documents that have been / would be delivered to the Client, each as may be updated by notice from time to time, comprising: (1) Technical Operations v1.0; and (2) Security Incident Response v 1.2.

5. <u>Access by the Supplier's personnel on need-to-know-basis</u>. The Supplier shall only permit personnel to access the Client Personal Data on a need-to-know basis.

6. <u>Access to Personal Data by Client</u>. The Supplier shall provide the Client with access to the Client Personal Data that the Supplier has in its possession or control, as soon as practicable upon Client's written request.

7. <u>Accuracy and Correction of Personal Data</u>. Where the Client provides Client Personal Data to the Supplier, the Client shall make reasonable effort to ensure that the Client Personal Data is accurate and complete before providing the same to the Supplier. The Supplier shall put in place adequate measures to ensure that the Client Personal Data in its possession or control remains or is otherwise accurate and complete. In any case, the Supplier shall take steps to correct any errors in the Client Personal Data, as soon as practicable upon the Client's written request.

8. <u>Retention of Personal Data</u>. The Supplier shall not retain the Client Personal Data (or any documents or records containing the Client Personal Data, electronic or otherwise) for any period longer than necessary to serve the purposes of this Agreement.

9. <u>Return or deletion of Personal Data</u>. The Supplier shall, upon the request of the Client: (a) return to the Client, all Client Personal Data; or (b) delete all Client Personal Data in its possession, and after returning or deleting all Client Personal Data, provide the Client with written confirmation that it no longer possesses any Client Personal Data. Where applicable, the Supplier shall also instruct all third parties to whom it has disclosed Client Personal Data for the purposes of this Agreement to return to the Supplier or delete such Client Personal Data.

10. <u>Notification of Breach</u>. The Supplier shall immediately notify the Client when the Supplier becomes aware of a breach of any of its obligations to the Client in this Schedule.