

**MASTER SERVICES AGREEMENT
SERVICE SCHEDULE**

THIRD-PARTY USAGE-BASED SOFTWARE SUBSCRIPTION SERVICES

This Service Schedule is attached to Order ref no. _____ issued pursuant to a Master Services Agreement no. _____ dated _____ entered into between Adventus Singapore Pte. Ltd. (the "**Supplier**") and _____ (the "**Customer**") (this "**Service Schedule**").

1. Third-Party Usage-Based Software

- 1.1 Supplier may assist the Customer to subscribe for any of the third-party usage-based software (the "**Software**") as specified in the Order Form.
- 1.2 The Customer shall inform Supplier, in writing, of the Software it intends to subscribe for, and the quantity of software Licence(s) it requires (if applicable).
- 1.3 Supplier shall provide details of the subscription of the Software in the Order Form. Such details would include details of the portal to access the Software ("**Portal**"), pricing, quantity of software Licence(s) (if applicable) and term.
- 1.4 The Customer agrees to accept and comply with all the terms and conditions set out in the end-user agreement for each Software that the Customer subscribes for. The weblink to the end-user agreement for each Software shall be specified in the Order Form. By signing the Order Form, the Customer expressly authorizes Supplier to accept all the terms and conditions of the end-user agreement for each Software the Customer subscribes for.
- 1.5 The Customer acknowledges and agrees from time to time third-party licensor or supplier (the "**Licensor**") may (i) modify the Software, or may release a new version of the Software at any time and for any reason including, but not limited to, to address customer needs or otherwise address competitive demands, to respond to a government regulation, order or law, or to advance innovation in the Software and/or (ii) add new features or functionality to, or remove existing features or functionality from the Software.

2. Supplier's Responsibilities

- 2.1 For each Software that the Customer subscribes for, Supplier shall:
 - (a) create tenant account (if required); and
 - (b) provide computing resources related to the Software as requested by the Customer.

3. Customer's Responsibilities

- 3.1 The Customer is responsible for maintaining the confidentiality of any non-public log-in credentials associated with its use of the Software. The Customer shall promptly notify Supplier about any possible misuse of the Customer's account(s) or log-in credentials related to the Software.
- 3.2 The Customer shall:
 - (a) designate one primary individual (each, a "**Technical Contact**") to serve as the liaison between the Customer and Supplier. The Customer may change the identities of the Technical Contact from time to time upon reasonable written notice to Supplier;
 - (b) permit the personnel authorized by Supplier at all reasonable times to enter or otherwise have access (including remote access) to the Customer's device(s) via the internet or any medium as Supplier deems fit in order to activate the Software; and
 - (c) co-operate with Supplier, provide information and documentation (if any), make available its facilities without charge and ensure that its employee(s) and agent(s) co-operate and provide assistance as Supplier requires to activate the Software(s) and perform its services.

- 3.3 The Customer shall not: reverse engineer, decompile, disassemble, or work around the technical limitations of the Software; disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters the use of the Software; and rent, lease, lend, resell, transfer, or host the Software, or any portion thereof, to or for third parties. The Customer agrees and acknowledges that each Software is and will remain the property of the Licensor at all times.

4. Term & Termination

- 4.1 For each Software that the Customer subscribes for, Supplier shall specify the start date of the subscription service ("**Service Start Date**") in the Order Form. In the event that the Service Start Date is not specified in the Order Form on the date of signing of the Order Form, the Service Start Date shall be the earlier of (a) the date of activation of the Software and (ii) the date falling 14 days from the date of signing of the Order Form
- 4.2 This Service Schedule shall commence on the Service Start Date and shall continue in full force and effect for a duration of 12 months (the "**Initial Term**"). At the end of the Initial Term, this Service Schedule will automatically be renewed for successive periods of 12 months each (the "**Renewed Term**"), unless terminated in accordance with this Service Schedule. The Initial Term together with the Renewed Term(s) shall collectively be referred to as the "**Term**".
- 4.3 The Supplier may terminate this Service Schedule at any time by giving 14 days' prior written notice to the Customer.
- 4.4 After the Initial Term, the Customer may terminate this Service Schedule at any time by giving 30 days' prior written notice to the Supplier.
- 4.5 Upon expiry or termination of this Service Schedule, Supplier shall cease the provision of any services and the Customer shall pay Supplier for all services provided up to the date of expiry or termination.

5. Fees & Suspension

- 5.1 For each Software that the Customer subscribes for, fees will accrue from the Service Start Date ("**Fees**"). The Fees will be determined based on (i) actual usage/consumption of the Customer for any relevant month and (ii) the unit cost provided by the Licensor. The actual usage/consumption levels of the Customer may be provided on the Portal.
- 5.2 The Supplier will issue an invoice to the Customer on a monthly basis. Unless otherwise stated in the Order Form, all Fees shall be paid in full in accordance with the payment terms stated in the invoice.
- 5.3 If the Customer fails to pay any Fees due to the Supplier by the due date of the relevant invoice, the Customer agrees and acknowledges that Supplier has the right to suspend the Customer's use of the Software, and the data that the Customer provides for the use of the Software may be deleted without notice to the Customer. The Supplier will give notice before it suspends the Customer's use of the Software, except where the Supplier reasonably believes it needs to suspend such use immediately. The Supplier will provide at least 5 days' notice before suspending for non-payment. If Customer does not fully address the reasons for the suspension within 5 days of the Supplier's notice, the Supplier may terminate the Customer's subscription and delete the Customer's data without any retention period. If the Customer's subscription of the Software has been suspended by Supplier, Supplier retains the discretion to reinstate the Customer's account. Supplier shall not be liable for any loss or damage arising out of or in connection with such suspension or termination of subscription of the Software, including any data loss.
- 5.4 No refunds shall be provided to the Customer for any payments made to Supplier. For the avoidance of doubt, if the Customer prematurely terminates this Service Schedule, Supplier will not refund any amounts that the Customer has already paid, to the fullest extent permitted under applicable law.

6. Limitation of Liability

- 6.1 Entire Liability: The following provisions set out Supplier's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of its contractual obligations arising under or out of this Service Schedule; and any representation, statement or tortious act or omission including negligence arising under or in connection with this Service Schedule.

- 6.2 No Responsibility or Liability for Quality of Software: Supplier assumes no responsibility or liability for the quality of the Software and does not guarantee the use of the Software will be uninterrupted, timely, secure, or error-free, or that data loss will not occur. Supplier provides no warranties or conditions for the Software and disclaims any other express, implied or statutory warranties for the Software, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.
- 6.3 Event of Default: Any act or omission on the part of Supplier or its employees, agents or sub-contractors as defined in this Clause shall be known as an "Event of Default". If a number of Events of Default give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under this Service Schedule.
- 6.4 No Special Damages: Notwithstanding any of the provisions in this Service Schedule, Supplier shall not be liable to the Customer or any third party in respect of any Event of Default for any loss of profits, loss of business, loss of revenues, goodwill, loss of data or interruption of use or corruption of data or any type of special, exemplary, punitive, indirect, incidental or consequential loss or damage (including but not limited to demands, claims, actions, proceedings, damages, payments, fines, penalties, losses, costs (including legal costs), expenses (including taxation), disbursements, cost of procurement of substitute goods, technology, services or rights or other liabilities in any case of any nature whatsoever which may be made, brought against, suffered or incurred by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Supplier had been advised of the possibility of the Customer incurring such loss.
- Further, Supplier shall not be liable to the Customer or any third party for any costs of recovering, programming, or reproducing any program or data stored in the Software and any failure to maintain the confidentiality of data stored in the Software.
- 6.5 Notice Required: Supplier shall have no liability to the Customer for any Event of Default unless the Customer gives Supplier written notice within thirty (30) days from the date it became, or reasonably ought to have become, aware of the circumstances giving rise to the Event of Default. The Customer must give Supplier at least thirty (30) days after such written notice in which to remedy any Event of Default.
- 6.6 Third Parties: Supplier shall have no liability whatsoever to third parties under any circumstances.
- 6.7 Limitation: Supplier shall not be liable to the Customer for any liability, claim, loss or damage arising out of or in connection with any breach by Supplier of this Service Schedule, or in tort (including negligence) or breach of statutory duties, or arising out of or in connection with the performance of or lack of or the delay in the performance of any services or the state, condition, use, application and/or exploitation of any item or any matter whatsoever.

All services provided by Supplier are provided or performed on an "as is", "as available" basis, at the Customer's sole risk. Supplier disclaims all representations and warranties in respect of the Software, including any warranty or merchantability, satisfactory quality, fitness for any purpose, accuracy, timeliness, responsiveness, reliability, security, uninterrupted availability or performance, title, non-infringement of third party rights, and freedom from malware, errors or defects of any kind and any warranty that the Software shall not harm any data or equipment or hinder or interfere with the installation, operation and maintenance of, or cause the failure, breakdown, or malfunction of, any equipment. The Customer acknowledges that the Software is not made available to meet the Customer's individual requirements. In no event shall Supplier be liable for any loss or damage arising out of or in connection with the failure, breakdown, malfunction, shortcoming, inoperability, defect of fault in or any public or third-party telecommunications networks or infrastructure or any resulting error, delay or failure of the Software. The Customer acknowledges that the Software may cause data loss or the Customer's equipment to be corrupted, lost or destroyed. The Customer shall be solely responsible for the maintenance of the integrity of all data, including by implementing adequate back-up procedures. The Customer bears the risk of loss, theft, damage or destruction of any data. The Customer shall be solely responsible for implementing adequate security measures to prevent unauthorised use of the Software. In no event shall Supplier be liable for the acts or omissions of any person who has access to or use of the Software.

- 6.8 Aggregate Liability: Supplier's entire liability for all claims relating to the subscription of the Software shall not exceed the aggregate sum paid by the Customer under this Service Schedule.
- 6.9 No Additional Remedy: Nothing in this Clause shall confer any right or remedy upon the Customer or any third party to which it would not otherwise be legally entitled.

7. Other Provisions

- 7.1 Entire Agreement: Together with the Master Services Agreement, this Service Schedule constitutes the entire agreement between Supplier and the Customer and may not be modified or amended unless such modification or amendment is approved in writing by the duly authorized representatives of the parties, provided that (i) in the case of the Customer, such approval to be accompanied by the company stamp; and (ii) in the case of Supplier, such authorized representatives shall be a person holding the office of general manager or his superior. In the event of any conflict or inconsistency between the terms in this Service Schedule and the Master Services Agreement, the terms in this Service Schedule shall prevail.
- 7.2 Survival: If any provision of this Service Schedule shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions shall remain in full force and effect.
- 7.3 Electronic Communication: All notices and other communication required or made hereunder shall be in writing and delivered by email to the intended recipient set out in the Order Form (or to such other address as a party may from time to time notify the other).
- 7.4 Headings: The headings used throughout this Service Schedule are inserted for reference purposes only and are not to be considered or taken into account in construing this Service Schedule or any terms and provisions hereof not shall they be deemed to qualify, modify or explain any such terms or provisions or the effect thereof.
- 7.5 Counterparts: This Service Schedule may be executed in two or more counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Service Schedule by electronic mail shall be an effective mode of delivery. Any such signatures executed by way of PDF or other electronic transmission shall be recognized and construed as electronic signatures pursuant to the Electronic Transmission Act (Cap 88) of Singapore and the parties accordingly shall deem such signatures to be original signatures for all purposes.