SOFTWARE SERVICES AGREEMENT

Version: 261015

SECTION A: AGREEMENT AND KEY DETAILS

AGREEMENT

This Software Services Agreement (this "Agreement") contains the terms and conditions that govern the access to and use of the Services (as defined below) and is an agreement between:

JobKred Private Limited (a Singapore company with registration number 201433843C) the Supplier, and

the Client (as specified in the Statement of Work).

The Supplier agrees to provide, and the Client agrees to buy, the Software as a Service (SaaS) offering, and related services, on the terms of the Agreement. The Agreement comprises:

1. **Section A (Agreement and Key Details); and**
2. **Section B (General Terms); and**
3. **Statement of Work.**
4. **Section C (Self-Serve Subscription Terms), where it applies.**

KEY DETAILS

Item	Detail
Start Date	As specified in the Statement of Work.
Initial Term	As specified in the Statement of Work or, if unspecified, one (1) calendar year from the Start Date.

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End Date	As specified in the Statement of Work or, if unspecified, 12 months after the Start Date.
SaaS Service	The SaaS Service comprises the Service Module(s) specified in the Statement of Work, each being a software offering made available by the Supplier and provided in accordance with the specifications set out in the Statement of Work.
Fees and Payment Terms	SaaS Service: As set out in the Statement of Work or other similar document (e.g. via Client's selection of applicable services on Supplier's website) Related Services: Upon request by the Client, additional Related Services during the term of the Agreement and additional fees will apply to those services at a daily rate. Payment Term is 30 days from the date of invoice and must be made in the manner specified within the Statement of Work.
Notice	All notices are to be sent to the addresses specified in the Statement of Work, or to such other address as a party may notify in writing from time to time. Notices are deemed received when delivered in person, by courier, or by email with confirmation of receipt.

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SECTION B: GENERAL TERMS

1. INTERPRETATION

1.1. Definitions: In the Agreement, the following terms have the stated meaning:

Term	Meaning
Agreement	Section A (Agreement and Key Details, including the cover page and signature clauses), Section B (General Terms) and the Statement of Work. Where Section C applies, the Agreement comprises Section C, Section B as modified by Section C, and the Order Confirmation.
AI Provider	A third-party provider of artificial intelligence models engaged by the Supplier as a Sub-Processor to process inputs and generate Outputs for an AI Service.
AI Service	A Service Module identified in the Statement of Work as an AI Service, whose functionality includes generating content, analyses or recommendations using machine learning or artificial intelligence models.
Confidential Information	The terms of the Agreement and any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the Agreement. Intellectual Property owned by the Supplier (or its licensors), including the Software, is the Supplier's Confidential Information.
Data	All data, content, and information (including Personal Information) owned, held, used or created by the Client that is provided to the

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	Supplier or stored using, or inputted into, the Software, Underlying Systems or Services.
Data Breach	Has the same meaning as “data breach” defined in the Personal Data Protection Act (PDPA).
End Date	The end date set out in the Statement of Work.
Fees	The fees set out in the Statement of Work.
Force Majeure	An event that is beyond the reasonable control of a party, excluding an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care. For the avoidance of doubt, Force Majeure includes, without limitation: acts of God, natural disasters, pandemics or epidemics, war or terrorist acts, government actions or regulations, widespread internet or telecommunications outages beyond the Supplier’s reasonable control, failure of third-party cloud infrastructure or hosting services where the Supplier has taken commercially reasonable steps to maintain redundancy, and sustained distributed denial-of-service (“**DDoS**") attacks that cannot be mitigated using commercially reasonable means.
Intellectual Property Rights	Includes copyright and all worldwide rights conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know how, and all other rights resulting from intellectual activity. Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.
Key Details	The Agreement specific details set out in Section A of the Agreement.

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Objectionable	Includes being objectionable, defamatory, obscene, harassing, threatening, or unlawful in any way.
Outputs	The results, reports, analyses, recommendations and other materials generated by the Services for the Client, including materials generated by an AI Service in response to inputs submitted by the Client or its personnel.
Payment Terms	The payment terms set out in the Key Details.
Personal Information	Has the same meaning as "personal data" defined in the Personal Data Protection Act (PDPA).
Related Services	Any related further service that the Supplier agrees to provide to the Client under the Agreement other than the SaaS Service as described in the Statement of Work.
SaaS Service	The service comprising the Service Module(s) specified in the Statement of Work, in accordance with the specifications set out in the Statement of Work.
Service Module	A distinct software offering made available by the Supplier as part of the SaaS Service, as specified in the Statement of Work.
Services	The SaaS Service and any Related Service.
Software	The software owned by the Supplier (and its licensors) that is used to provide the SaaS Service.

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Start Date	The start date set out in the Statement of Work.
Statement of Work	The Statement of Work signed by the Client and the Supplier.
Underlying Systems	The Software, IT solutions, systems and networks (including software and hardware) used to provide the Services, including any third party solutions, systems and networks.
Website	The Internet site at www.jobkred.com or such other site notified to the Client by the Supplier.
Year	A 12-month period starting on the Start Date or the anniversary of that date.
Uptime	The percentage of time in a calendar month that the SaaS Service is available and operational, calculated in accordance with Clause 2.3d.

1.2. **Interpretation**: In the Agreement:

a. clause and other headings are for ease of reference only and do not affect the interpretation of the Agreement;

b. words in the singular include the plural and *vice versa*;

c. a reference to:

i. a party to the Agreement includes that party's assignees permitted by the Supplier;

ii. personnel includes officers, employees, contractors and agents, but a reference to the Client's personnel does not include the Supplier;

iii. a person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity;

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iv. including and similar words do not imply any limit; and

v. a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them;

d. no term of the Agreement is to be construed against a party because the term was first proposed or drafted by that party; and

e. if there is any conflict between any of the following, they will have precedence in the descending order of priority set out below:

i. Section B of the Agreement;

ii. Section A of the Agreement; and

iii. the Statement of Work.

Notwithstanding the order of priority above, where the Statement of Work expressly states that it varies a specified clause of Section A or Section B, the Statement of Work prevails to the extent of that stated variation.

Where Section C (Self-Serve Subscription Terms) applies, Section C prevails over Sections A and B to the extent of any inconsistency, and there is no Statement of Work.

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2. SERVICES

2.1. **General:** The Supplier shall provide the Service:

a. in accordance with the Agreement and Singapore law;

b. exercising reasonable care, skill and diligence; and

c. using skilled, experienced and competent personnel.

2.2. **Non-exclusive:** The Supplier's provision of the Services to the Client is non-exclusive and nothing shall deem to circumvent the non-exclusive nature nor prevent the Supplier from providing the Services to any other person.

2.3. **Availability:**

a. The Supplier will guarantee 99.5% availability of the SaaS Service (measured separately in respect of each Service Module), calculated as the percentage of time the SaaS Service is available excluding scheduled maintenance windows performed in accordance with Clause 2.3b. For the avoidance of doubt, scheduled maintenance performed in accordance with Clause 2.3b is excluded from both the measurement period and the calculation of availability. The availability guarantee in this Clause 2.3a

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does not apply to any Service Module that is an AI Service. The Supplier will use commercially reasonable efforts to maintain the availability of AI Services, but does not guarantee any level of availability for them.

b. Availability of the SaaS Service means users can log in and use its core functions, as measured by the Supplier. Slow performance, or errors affecting some users or functions while core functions remain usable, is not unavailability. This shall not include maintenance or Software development activity scheduled in advance and notified to the Client in writing upon scheduling (“Scheduled Maintenance”), subject to the following limits:

    i. Regular Scheduled Maintenance: Up to twelve (12) hours per calendar month, with notice published on the Website or provided via email to affected users at least five (5) calendar days in advance.

    ii. Quarterly Aggregation: The monthly allowance may be aggregated on a quarterly basis (maximum thirty-six (36) hours per quarter), provided that any single maintenance window exceeding twelve (12) hours shall have notice published on the Website or provided via email to affected users at least ten (10) calendar days in advance.

    iii. The Supplier shall make commercially reasonable efforts to perform scheduled maintenance during off-peak hours and minimize the duration and frequency of scheduled maintenance windows.

c. In the event there is any unavailability of the SaaS Service other than scheduled unavailability in accordance with Clause 2.3b ("Unscheduled Downtime"), the Supplier shall take all necessary measures to restore availability of the SaaS Service and notify the Client of such unavailability in writing.

d. **Uptime Calculation**: The 99.5% availability guarantee shall be calculated separately for each Service Module over each calendar month (the "measurement period") as follows: (total hours in measurement period - scheduled maintenance hours - Unscheduled Downtime hours) / (total hours in measurement period - scheduled maintenance hours) × 100. Scheduled Maintenance hours performed in accordance with Clause 2.3b are excluded from both the numerator and denominator of this calculation.

e. **Third-Party Infrastructure**: The availability guarantee in Clause 2.3a shall not apply to, and Uptime calculations shall exclude, any period of Unscheduled Downtime caused by: (i) failure or interruption of third-party infrastructure, hosting platforms, cloud services, telecommunications networks, or internet service providers that are outside the Supplier’s reasonable control; (ii) distributed denial-of-service (DDoS) attacks or other malicious third-party activity; (iii) acts or omissions of the Client or the Client’s personnel; or (iv) events constituting Force Majeure. The Supplier shall use commercially reasonable efforts to minimise the impact of any such third-party disruption and to notify

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the Client promptly upon becoming aware of any material disruption attributable to third-party infrastructure.

2.4. **Underlying Systems:**

The Supplier is responsible for procuring all Underlying Systems reasonably required for it to provide the SaaS Service in accordance with the Agreement

2.5. **Additional Related Services:**

a. The Supplier may, from time to time, make available additional services to supplement the SaaS Service.

b. At the request of the Client and upon the Supplier receiving payment for a Statement of Work for such additional Related Services, the Supplier may agree to provide to the Client any additional Related Service on the terms of this Agreement.

2.6. **Service Level Agreement:**

The Supplier agrees to use best efforts to provide a level of service as stated in Clause 16.

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3. CLIENT OBLIGATIONS

3.1. **General use**: The Client and its personnel must

a. use the Services solely for:

i. the Client's business purposes; and

ii. lawful purposes (including complying with the Personal Data Protection Act); and

b. not resell or make available the Services to any third party, or otherwise commercially exploit the Services.

3.2. **Access conditions**: When accessing the SaaS Service, the Client and its personnel must

a. not impersonate another person or misrepresent authorisation to act on behalf of others or the Supplier;

b. not attempt to undermine the security or integrity of the Underlying Systems;

c. not use, or misuse, the SaaS Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the SaaS Service;

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d. not attempt to view, access or copy any material or data other than that to which the Client is authorised to access;

e. neither use the SaaS Service in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or would reasonably be considered Objectionable, incorrect or misleading; and

f. comply with any terms of use on the Website, as updated from time to time by the Supplier.

3.3. **Authorisations:** The Client is responsible for procuring all licences, authorisations and consents required for it and its personnel to use the Services, including to use, store and input Data into, and process and distribute Data through, the Service. The Client is also responsible from time to time for notifying the Supplier if any licences, authorisations or consents are required for the continued processing of Data, including Personal Information.

3.4. **Payment**: The Client warrants that they shall make timely payment on all amounts owed to the Supplier as and when they become due.

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4. DATA

4.1. **Supplier access to Data**:

a. The Client acknowledges that:

i. the Supplier may require access to the Data to exercise its rights and perform its obligations under the Agreement;

ii. the Supplier may use the Data for the purposes of providing, maintaining, securing, improving, developing and enhancing the Services and related products and services, including through analytics, statistical modelling, benchmarking and product optimisation conducted on an anonymised or aggregated basis, provided that the Supplier shall not use the Data or the Outputs to train, fine-tune or otherwise improve any machine learning or artificial intelligence model, and provided further that any Personal Information is anonymised prior to any use for improvement or development purposes ("**Purpose**");

iii. to the extent that this is necessary but subject to Clause 7, the Supplier authorises members of its personnel to access the Data for this Purpose;

iv. to the extent that this is necessary but subject to Clause 7, the Supplier warrants that the Data is stored in an access-controlled database and access to the Data will be for the Supplier to exercise its rights and perform its obligations under the Agreement;

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v. the Supplier shall have sole discretion in determining the technical means and methodology of anonymisation; and

vi. all anonymised, aggregated, statistical, analytical, benchmarked, transformed or otherwise derived data generated by or on behalf of the Supplier in connection with the Services ("**Derived Data**") shall be owned exclusively by the Supplier and shall not constitute Data for the purposes of this Agreement. For the avoidance of doubt, any data that constitutes Personal Information, or which can be reasonably reverse-engineered, re-identified, or otherwise linked to an identifiable individual, shall not be classified as Derived Data and is to be treated as Personal Information.

b. The Client must arrange all consents and approvals that are necessary for the Supplier to access the Data for the Purpose.

4.2. **Data Intermediary**: The Client acknowledges and agrees that:

a. to the extent Data contains Personal Information, in collecting, holding and processing that information through the Services, the Supplier is acting as a data intermediary of the Client for the purposes of the Personal Data Protection Act.

b. no act, service or representation by the Supplier shall be deemed to expand the role of the Supplier beyond that of a data intermediary. The Client further acknowledges that the Client shall remain solely liable for ensuring all Personal Information collected, held and processed has been collected, held and processed in accordance with applicable law; and

c. as part of the software terms and conditions and privacy policy, detailed at www.jobkred.com, all necessary consents from the relevant individuals to enable the Supplier to collect, use, hold and process that information will be obtained by the Client prior to registration of an account or any other use of the Software.

4.3. **Backups of Data**: The Supplier will take standard industry measures to back up all Data stored using the Services, including daily backups of data to a secure server.

4.4. **Sub-Processors**: The Supplier may engage affiliates, sub-processors and third-party service providers (each a "Sub-Processor") to process Data or support the provision of the Services. The Supplier shall: (i) maintain a current list of Sub-Processors that process Personal Information and make it available to the Client on written request; (ii) impose on each Sub-Processor that processes Personal Information data protection obligations no less protective in substance than those imposed on the Supplier under this Agreement; and (iii) remain responsible for the performance of its obligations under this Agreement notwithstanding any subcontracting, provided that the Supplier shall not be liable for failures of third-party infrastructure providers beyond its reasonable control as described in Clause 2.3e.

4.5. **Storage and International Transfers**:

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The Client acknowledges and agrees that the Supplier may process and store Data in Singapore and in any other jurisdiction where the Supplier or its third-party infrastructure providers operate. Where the Supplier transfers Personal Information outside Singapore, the Supplier shall ensure that the recipient is bound by legally enforceable obligations to provide the transferred Personal Information a standard of protection comparable to that under the Personal Data Protection Act. The Client remains responsible for obtaining all consents and authorisations required under applicable law from the relevant individuals for the processing and transfers contemplated by this Agreement. The Supplier shall comply with its obligations under the Personal Data Protection Act in relation to such transfers.

4.6. **Client Responsibility for Data and Decisions**:

The Client shall remain solely responsible for the accuracy, completeness, legality or reliability of any Data provided by the Client. The Client acknowledges that outputs generated by the Services are informational in nature, and the Supplier shall not be liable for any business, employment, HR, financial or operational decisions made by the Client or its personnel based on such outputs.

4.7. **Supplier's Obligations**:

a. Process, Use and Disclosure. The Supplier shall only process, use or disclose Data which constitutes Personal Information:

   i. strictly for the Purpose, fulfilling its obligations under the Agreement and/or providing the Services under the Agreement;

   ii. in the case of a purpose other than specified in Clause 4.7ai, with the Client's prior written consent; or

   iii. 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.

b. The Supplier shall provide the Client with access to Personal Information provided by the Client that the Supplier has in its possession or control, as soon as reasonable upon the Client's written request.

c. The Supplier shall protect Data, including Personal Information, in the Supplier's control or possession by making reasonable security arrangements to prevent unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of the Data, or other similar risks.

4.8. **Security Arrangements**: For the purposes of Clause 4.7c, the Supplier’s reasonable security arrangements include the arrangements set out below. The Supplier may update these arrangements from time to time, provided that the overall level of protection of the Data is not materially reduced:

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a. **Physical Access Control**. The Supplier shall undertake reasonable measures to prevent unauthorised persons from gaining access to data processing systems in which Data is stored or processed, such as the use of security personnel, secured buildings and data centre premises.

b. **System Access Control**. The Supplier shall undertake reasonable measures to ensure that only authorised persons have access to the data processing systems in which Data is stored or processed, including authentication controls (such as passwords and, where made available by the Supplier, multi-factor authentication), documented authorisation processes, documented change management processes, and logging of access on several levels.

c. **Data Access Control**. The Supplier shall undertake reasonable measures to ensure that access to Data is limited to personnel who require such access to perform the Supplier's obligations under the Agreement, is granted on a need-to-know basis, and is logged.

d. **Transmission Control**. The Supplier shall undertake reasonable measures to ensure that Data is encrypted in transit and at rest.

e. **Input Control**. The Supplier shall undertake reasonable measures to ensure that the Data source is solely under the control of the Client and that Data integration into the Supplier's systems is managed by secured transfer (e.g., via web services or entry into the application) from the Client.

4.9. **Data Breach Notification**: The Supplier shall notify the Client without undue delay, and in any event within seventy-two (72) hours, after becoming aware of a Data Breach affecting Personal Information processed by the Supplier on behalf of the Client. The notification shall describe, to the extent then known, the nature of the Data Breach, the categories and approximate number of individuals and records affected, and the measures taken or proposed to address it. The Supplier shall take reasonable steps to contain and remediate the Data Breach and shall provide the Client with reasonable cooperation and information to enable the Client to meet its obligations under the Personal Data Protection Act. The Supplier shall also notify the Client when the Supplier becomes aware of any other breach of its obligations under this Clause 4.

4.10. **Retention, Deletion and Return of Data**:

a. The Supplier shall not retain Data, including Personal Information (or any documents or records containing Data, electronic or otherwise), for any period longer than is necessary to serve the purposes of this Agreement or to meet the Supplier's legal or regulatory obligations.

b. Following termination or expiry of the Agreement and the expiry of the export period in Clause 11.3c, the Supplier shall delete or anonymise the Data held in its active systems within ninety (90) days, and Data held in backup systems shall be deleted or overwritten

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in the ordinary course of the Supplier's backup rotation cycle and in any event within ninety (90) days.

c. On the Client's written request, the Supplier shall confirm such deletion in writing.

d. This Clause 4.10 does not apply to Derived Data and does not require deletion of Data that the Supplier is required by applicable law to retain, provided that any retained Data remains protected in accordance with this Clause 4.

e. This Clause 4.10 does not require deletion of Data where the Client continues to use the Services under a separate agreement, account or plan following termination or expiry of the Agreement; in that case the Data may be retained and used in accordance with the terms applicable to that arrangement, and Clause 4.10b shall apply upon its termination or expiry.

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5. FEES

5.1. **Fees**: The Client must pay to the Supplier the Fees.

5.2. **Invoicing and payment**:

a. The Supplier will provide the Client with tax invoices on the dates set out in the Payment Terms, or if there are none, monthly in arrears for the Fees due in the previous month.

b. The Fees exclude goods and services tax, which the Client must pay on taxable supplies under the Agreement.

c. The Client must pay the Fees:

i. on the dates set out in the Payment Terms,

ii. either electronically in cleared funds without any set off or deduction,

iii. or via a cheque made payable to "JobKred Private Limited"

5.3. **Overdue amounts**: The Supplier may charge interest on overdue amounts. Interest will be calculated at a pro-rated rate of 1% per month.

5.4. **Disputed invoices**: If the Client disputes any invoice, the Client must notify the Supplier in writing within fourteen (14) calendar days from receipt of the relevant invoice, specifying in reasonable detail the basis and amount of the dispute. Failure to notify within this period shall constitute acceptance of the invoice. Where a dispute is raised in good faith, the Client must pay any undisputed portion of the invoice by the due date set out in the Payment Terms, and interest under Clause 5.3 shall continue to accrue on any undisputed amounts that remain unpaid after the due date. The parties shall use good faith efforts to resolve any disputed invoice within thirty (30) days of the dispute notice.

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Any amount subsequently determined to be due shall be paid within fourteen (14) days of resolution, together with any accrued interest on undisputed amounts.

5.5. **Prepaid Fees**: Unless otherwise stated in the Statement of Work, all Fees paid in advance are non-refundable. No refund shall be payable unless the Agreement has been terminated solely due to the Supplier's material breach, and only where such breach has been either acknowledged in writing by the Supplier or determined by arbitration in accordance with Clause 14. In such case, a pro-rated refund shall apply only to the confirmed unused period post-termination.

6. INTELLECTUAL PROPERTY

6.1. **Ownership**:

a. Subject to Clause 6.1b, title to, and all Intellectual Property Rights in, the Services, the Website, and all Underlying Systems is and remains the property of the Supplier (and its licensors). The Client must not dispute that ownership.

b. Title to, and all Intellectual Property Rights in, the Data remains the property of the Client. The Client grants the Supplier a worldwide, non-exclusive, fully paid up, licence to use, store, copy, modify, make available and communicate the Data for any purpose in connection with the exercise of the Supplier's rights and performance of its obligations in accordance with the Agreement, including for the purposes described in Clause 4.1a. Such licence shall subsist until the Supplier has completed its obligations under Clauses 11.3c and 4.10.

c. Title to, and all Intellectual Property Rights (if any) in, the Outputs vest in the Client upon creation, and the Outputs form part of the Data for the purposes of the Agreement. The Outputs do not include, and the Client acquires no rights in, the Software, the Underlying Systems or any pre-existing materials or models of the Supplier (or its licensors) embodied in or used to generate the Outputs. The Supplier does not warrant that Outputs will be unique to the Client, and the same or similar outputs may be generated for other clients of the Supplier.

6.2. **Feedback**: If the Client provides the Supplier with ideas, comments or suggestions relating to the Services or Underlying Systems (together feedback):

a. all Intellectual Property Rights in anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by the Supplier; and

b. the Supplier may use or disclose the feedback for any purpose save that if the Supplier wishes to disclose the feedback to any third party, the Supplier shall obtain the Client's prior written approval and may be required to so disclose on terms agreeable by the Client.

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7. CONFIDENTIALITY

7.1. **Security**: Each party must, unless it has the prior written consent of the other party:

a. keep confidential the Confidential Information of the other party at all times;

b. effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and

c. disclose the other party's Confidential Information to its personnel or professional advisors on a need to know basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, the provisions of Clauses 7.1a and 7.1b.

7.2. **Permitted disclosure**: The obligation of confidentiality in Clause 7.1a does not apply to any disclosure or use of Confidential Information:

a. for the purpose of performing the Agreement or exercising a party's rights under the Agreement;

b. required by law (including under the rules of any stock exchange);

c. which is publicly available through no fault of the recipient of the Confidential Information or its personnel;

d. which was rightfully received by a party to the Agreement from a third party without restriction and without breach of any obligation of confidentiality; or

e. by the Supplier if required as part of a bona fide sale of its business (assets or shares, whether in whole or in part) to a third party, provided that the Supplier enters into a confidentiality agreement with the third party on terms no less restrictive than this Clause 7.

8. WARRANTIES

8.1. **Mutual warranties**: Each party warrants that it has full power and authority to enter into and perform its obligations under the Agreement which, when signed, will constitute binding obligations on the warranting party.

8.2. **No implied warranties**: To the maximum extent permitted by law, the Supplier's warranties are limited to those set out in the Agreement, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise are expressly excluded.

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8.3. **Limitation of remedies**: Where legislation or rule of law implies into the Agreement a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in the Agreement. However, the liability of the Supplier for any breach of that condition or warranty is limited, at the Supplier's option, to:

a. repairing or remedying the relevant Service or item;

b. reinstating supply of the Services to the Client; and/or

c. paying the costs of having the Services reinstated for the period of one (1) year.

9. LIABILITY

9.1. **Maximum liability**: The maximum aggregate liability of the Parties under or in connection with the Agreement or relating to the Services, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any calendar year exceed S$50,000.

9.2. **Unrecoverable loss**: Neither party is liable to the other under or in connection with the Agreement or the Services for any:

a. loss of profit, revenue, savings, business, use, data (including Data), and/or goodwill; or

b. consequential, indirect, incidental or special damage or loss of any kind.

9.3. **Exclusions from limitations:** Nothing in Clause 9.1 or Clause 9.2 limits or excludes:

i. the Client's obligation to pay Fees properly due and payable under the Agreement, together with interest under Clause 5.3; or

ii. any liability that cannot be limited or excluded by law.

9.4. **No liability for other's failure**: Supplier will not be responsible, liable, or held to be in breach of the Agreement for any failure to perform its obligations under the Agreement where such failure is caused by the Client failing to comply with its obligations under the Agreement, or by the negligence or misconduct of the other party or its personnel.

9.5. **Mitigation**: Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with the Agreement.

10. INDEMNITY

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10.1. **Supplier Indemnity**: The Supplier shall indemnify and hold the Client harmless from and against any third-party claims, actions, or proceedings alleging that the Client's use of the SaaS Service in accordance with this Agreement infringes the Intellectual Property Rights of a third party. This indemnity shall not apply to the extent the infringement arises from: (i) Data provided by the Client; (ii) modifications to the Software made by any party other than the Supplier; or (iii) the usage of the Service with any products or services not provided by the Supplier.

10.2. **Client Indemnity**: The Client shall indemnify and hold the Supplier harmless from and against any third-party claims, losses, or damages arising out of or related to: (i) the Client's Data, including any claim that such Data infringes third-party Intellectual Property Rights or privacy rights; (ii) any breach by the Client of its obligations under the Personal Data Protection Act (PDPA); or (iii) the Client's use of the Services in violation of the terms of this Agreement.

10.3. **Indemnification Procedures**: The indemnifying party's obligations under this Clause are contingent upon the indemnified party: (i) providing prompt written notice of the claim; (ii) granting the indemnifying party sole control over the defense and settlement of the claim; and (iii) providing all reasonable assistance at the indemnifying party's expense.

10.4. **Interaction with Liability Caps**: Notwithstanding anything to the contrary in Clause 9, the indemnification obligations set forth in this Clause 10 shall be subject to the aggregate liability cap specified in Clause 9.1.

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11. TERM, TERMINATION AND SUSPENSION

11.1. Unless terminated under this Clause 11, the Agreement:

a. starts on the Start Date and ends on the End Date; or

b. where no End Date is set out in the Key Details, for the period of 12 months beginning on the Start Date with the Agreement automatically renewing with new Start Date beginning the date after the expiry of such period. Prior to such renewal of the Agreement, a party must give a minimum sixty (60) days' written notice before such new Start Date to terminate the renewal of the Agreement.

11.2. **Termination rights**:

a. Either party may, by notice to the other party, immediately terminate the Agreement if the other party:

i. breaches any material provision of the Agreement and the breach is not:

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- remedied within fourteen (14) calendar days of the receipt of a notice from the first party requiring it to remedy the breach; or
- capable of being remedied;

ii. becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason; or

iii. is unable to perform a material obligation under the Agreement for thirty (30) days or more due to Force Majeure.

11.3. **Consequences of termination or expiry**:

a. termination or expiry of the Agreement does not affect either party's rights and obligations that were accrued before that termination or expiry.

b. on termination or expiry of the Agreement, the Client must pay all Fees for Services provided prior to that termination or expiry.

c. any time prior to one month after the date of termination or expiry, the Client may request for a copy of any Data stored using the SaaS Service. The Supplier shall provide one (1) standard data export in the Supplier's standard format at no additional charge. Where the Client requests Data in a custom digital format or a digital format required for compatibility with a third-party system, the Client shall pay the Supplier's costs for providing such custom export. The Supplier may, at its own discretion, waive the costs of any data export. The Client may not request for the Data in any physical printed format and the Supplier has the sole discretion to reject any format that the Client requests. The Supplier does not warrant that the format of the Data will be compatible with any software. Deletion of Data following termination or expiry is addressed in Clause 4.10.

11.4. **Obligations continuing**: Clauses which, by their nature, are intended to survive termination or expiry of the Agreement shall continue in force indefinitely even after termination of the agreement. Such clauses include Clauses 4.1a(vi), 4.7 to 4.10, 6, 7, 8, 9, 10, 11.3, 11.4, 12.2, 14 and 15.

11.5. **Suspending access**: Without limiting any other right or remedy available to the Supplier, the Supplier may restrict or suspend the Client's access to the SaaS Service where the Client (including any of its personnel):

a. undermines, or attempts to undermine, the security or integrity of the SaaS Service or any Underlying Systems;

b. uses, or attempts to use, the SaaS Service:

i. for improper purposes; or

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ii. in a manner, other than for normal operational purposes, that materially reduces the operational performance of the SaaS Service;

c. does not meet any of his obligations in Clause 3; or

d. has otherwise materially breached the Agreement.

11.6. **Notice:** The Supplier will give the Client at least one (1) calendar day's advance notice before restricting or suspending the Client's access under Clause 11.5, except where the Supplier reasonably considers that immediate restriction or suspension is necessary to protect the security or integrity of the SaaS Service or any Underlying Systems, in which case the Supplier will notify the Client as soon as reasonably practicable afterwards.

12. AI SERVICES

12.1. **AI Provider**: The Client acknowledges that AI Services are provided using artificial intelligence models operated by one or more AI Providers engaged by the Supplier as Sub-Processors, and that inputs submitted to an AI Service (including any Data contained in them) are transmitted to the AI Provider for processing, which may occur outside Singapore, in accordance with Clauses 4.4 and 4.5. The Supplier may substitute or add AI Providers from time to time, provided that each AI Provider is subject to obligations consistent with Clause 4.4 and this Clause 12. For the purposes of Clause 2.3e, the infrastructure and services of an AI Provider constitute third-party infrastructure.

12.2. **No model training**: The Supplier shall not use the Data or the Outputs to train, fine-tune or otherwise improve any machine learning or artificial intelligence model, and shall ensure that its agreement with each AI Provider prohibits the AI Provider from using inputs submitted through the AI Service, and outputs generated from them, to train the AI Provider’s models.

12.3. **Nature of Outputs**: The Client acknowledges that AI Services generate Outputs using probabilistic models and that Outputs: (i) may contain errors, omissions or inaccuracies notwithstanding the exercise of reasonable care by the Supplier; (ii) do not constitute professional advice; and (iii) must be reviewed by a suitably qualified person before being relied on, including before being used in any decision affecting an individual. Clause 4.6 applies to all Outputs.

12.4. **AI acceptable use**: The Client and its personnel must not: (i) use an AI Service to make any decision producing legal or similarly significant effects concerning an individual without human review; (ii) submit to an AI Service any Data that the Client is not authorised to process or disclose under the Agreement and applicable law; or (iii) attempt to extract, reconstruct or discover the underlying models, weights or system prompts used to provide an AI Service.

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12.5. **Warranties and liability**: Except as expressly set out in this Clause 12, Clauses 8 and 9 apply to the AI Services and the Outputs.

13. CUSTOMER REFERENCE

Without prejudice to the rights and responsibilities of both parties under Clause 7, the Client agrees that the Supplier may:

a. identify the Client as a recipient of services and use the Client's logo in sales presentations, events, marketing materials and press releases; and

b. develop a brief customer profile or client case study for use by the Supplier for promotional purposes.

14. DISPUTES

14.1. **Good faith negotiations**: Each party must use best efforts to resolve any dispute under, or in connection with, the Agreement through good faith negotiations. If such dispute is still not resolved within fourteen (14) calendar days of written notice of the dispute from one party to the other, each party irrevocably and unconditionally agrees that all disputes arising in connection with this Agreement shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the SIAC for the time being in force. The seat of the arbitration shall be Singapore and the language of the arbitration shall be English. The result of the arbitration shall be binding on the parties, and judgment on any arbitration award may be entered in any court having jurisdiction.

14.2. **Right to seek relief**: This Clause 14 does not affect either party's right to seek urgent interlocutory and/or injunctive relief.

15. GENERAL

15.1. **Force Majeure**: Neither party shall be liable to the other for any failure to perform its obligations under the Agreement to the extent caused by Force Majeure, provided that the affected party:

a. immediately notifies the other party and provides full information about the Force Majeure;

b. uses best efforts to overcome the Force Majeure; and

c. continues to perform its obligations to the extent practicable.

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15.2. **Rights of third parties**: No person other than the Supplier and the Client has any right to a benefit under, or to enforce, the Agreement.

15.3. **Waiver**: To waive a right under the Agreement, that waiver must be in writing and signed by the waiving party.

15.4. **Independent contractor**: The Supplier is an independent contractor of the Client, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under the Agreement.

15.5. **Notices**: A notice given by a party under the Agreement must be delivered to the other party via email using the email address set out in the Statement of Work. If the notice is a notice of termination by the Client, a copy of such notice must be immediately delivered (by hand or courier) to the chief executive or equivalent officer of the Supplier at the Supplier's last known physical address.

15.6. **Severability**: Any illegality, unenforceability or invalidity of a provision of the Agreement does not affect the legality, enforceability or validity of the remaining provisions of the Agreement.

15.7. **Variation**: Any variation to the Agreement must be in writing only and signed by both parties. Any verbal agreement to vary, supplement, delete or rescind one or more terms of this Agreement shall not be given any effect.

15.8. **Entire agreement**: The Agreement sets out everything agreed by the parties relating to the Services, and supersedes and cancels anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the subject matter of the Agreement that is not expressly set out in the Agreement, and no such representation, warranty or agreement has any effect from the Start Date.

15.9. **Subcontracting and assignment**: The Client may not assign, novate, subcontract or transfer any right or obligation under the Agreement without the prior written consent of the Supplier, that consent not to be unreasonably withheld. The Client remains liable for its obligations under the Agreement despite any approved assignment, subcontracting or transfer. Any assignment, novation, subcontracting or transfer must be in writing.

15.10. **Law**: This Agreement is governed by the laws of the Republic of Singapore.

15.11. **Updates**: Notwithstanding Clause 15.7, the Supplier may update the Agreement by publishing a new version at https://www.jobkred.com/standard-software-services-agreement with thirty (30) days' email notice to the Client.

16. SERVICE LEVEL AGREEMENT

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16.1. **Service levels**: The Supplier shall respond to and resolve reported incidents in accordance with the table below.

Severity	Severity Index	Description	Report / Acknowledgment Timeline	Resolution Timeline
Crisis	0	Crisis incident with maximum impact. Such incidents affect a large number of users or customers, interrupt business, and affect service delivery. These incidents involve financial impact.	Within 6-12 hours	1 working day, or as soon as reasonably practicable where the cause is attributable to third-party infrastructure
Critical	1	Critical incident with very high impact. Such incidents affect a large number of users or customers, interrupt business, and affect service delivery. No financial impact.	Within 12-24 working hours	5 working days
Major	2	Major incident with significant impact. Incidents that affect a few staff and interrupt work to some degree. Customers may be slightly affected or inconvenienced.	Within 1 to 3 working days	7 working days
Minor	3	Minor incident with low impact. Incidents that do not interrupt users or the business and can be worked around. Services to users and customers can be maintained.	Within 3 to 7 working days	14 working days

*Working hours: Monday - Friday, 10am - 7pm SGT; excluding Singapore public holidays.

16.2. **Service Credits**: Where the Supplier fails to meet a Resolution Timeline set out in the Service Level Agreement table above, or fails to meet the availability guarantee in Clause 2.3a in any calendar month, the Client's sole and exclusive remedy shall be a

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service credit equal to 5% of the equivalent monthly Fee attributable to the affected Service Module (calculated as the annual Fee for that Service Module divided by 12) per breach day or, in the case of the availability guarantee, per calendar month in which the guarantee is not met, subject to a single combined maximum of 15% of the equivalent monthly Fee for that Service Module in any calendar month (“Service Credits”). Service Credits shall be applied as a discount against the Client's next renewal or additional subscription invoice and have no cash value. Such application of Service Credits shall not be applied in the event of: (i) Force Majeure; (ii) third-party infrastructure failure excluded under Clause 2.3e; (iii) Scheduled Maintenance in accordance with Clause 2.3b; (iv) failure by the Client to report the incident in a timely manner; or (v) the Client's own acts or omissions. The service credit remedy set out in this section constitutes the Client's sole and exclusive remedy for any failure to meet a Resolution Timeline or the availability guarantee in Clause 2.3a, and the Client shall have no other right or remedy in respect of such failures.

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SECTION C: SELF-SERVE SUBSCRIPTION TERMS

C1. **Application:** This Section C applies only where the Client subscribes to one or more Service Modules online through the Website and accepts these terms at the point of sign-up (a "Self-Serve Subscription"). Where this Section C applies: (a) no Statement of Work is entered into; (b) Section A does not apply; (c) Section B applies only as modified by this Section C; and (d) in the event of any inconsistency, this Section C prevails. This Section C has no application to any Services supplied under a Statement of Work.

C2. **Formation:** The Agreement is formed when the Client completes the online sign-up process and accepts these terms. The Supplier will issue an electronic order confirmation recording the Service Module(s) subscribed for, the Fees, the billing period and the Start Date (the "Order Confirmation").

C3. **Interpretation:** Where this Section C applies, references in Section B to the Statement of Work are read as references to the Order Confirmation, and references to the Key Details are read as references to this Section C.

C4. **Authority:** The person accepting these terms warrants that they are at least eighteen (18) years of age and, where subscribing on behalf of an entity, that they are authorised to bind that entity, which is the Client for the purposes of the Agreement.

C5. **Term and renewal:** The Agreement starts on the Start Date and continues for the billing period stated in the Order Confirmation, renewing automatically for successive billing periods of the same length until cancelled in accordance with Clause C6. Clause 11.1 does not apply.

C6. **Cancellation by the Client:** The Client may cancel the Self-Serve Subscription at any time through its account settings on the Website. Cancellation takes effect at the end of the then-current billing period, and the Client retains access to the Services until that date. No notice period applies. Fees already paid are not refundable and no pro-rata refund is payable.

C7. **Fees and payment:** The Fees are those displayed at sign-up and recorded in the Order Confirmation, payable in advance by credit or debit card. The Client authorises the Supplier and its payment processor to charge the nominated payment method on the Start Date and on each renewal date until the Self-Serve Subscription is cancelled. The Payment Terms set out in the Key Details do not apply. Where a payment fails, the Supplier may suspend access to the Services immediately and without notice until payment is received.

C8. **Change of Fees:** The Supplier may vary the Fees on not less than thirty (30) days' notice given by email or through the Website. The varied Fees take effect from the start of the next billing period beginning after the notice period expires. If the Client does not accept the varied Fees, its sole remedy is to cancel under Clause C6 before that billing period begins.

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C9. **Usage limits:** Where a Service Module is subject to seat, usage or token limits, those limits are as stated at sign-up or in the Order Confirmation. The Supplier may suspend, throttle or charge for usage in excess of those limits.

C10. **Service levels for Self-Serve Subscriptions:** Clause 2.3a applies to a Self-Serve Subscription. Clause 16.1 does not apply, and the Supplier gives no acknowledgment or resolution timelines for a Self-Serve Subscription. Clause 16.2 applies only in respect of the availability guarantee in Clause 2.3a, and any service credit is applied as a discount against the next billing period. For the purposes of Clause 16.2, the equivalent monthly Fee is the Fee for the billing period in which the failure occurred, divided by the number of months in that billing period.

C11. **Support:** Support is provided by email to support@jobkred.com on a commercially reasonable efforts basis during Singapore business hours. No Related Services, onboarding, configuration or training services are included in a Self-Serve Subscription.

C12. **Data:** Clause 4 applies in full to a Self-Serve Subscription.

C13. **Liability:** Clause 9.1 does not apply. The maximum aggregate liability of the Parties under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Fees paid by the Client in the three (3) months preceding the first event giving rise to the liability. This cap applies to the indemnities in Clause 10. Clauses 9.2 and 9.3 continue to apply.

C14. **Suspension and termination by the Supplier:** The Supplier's rights of suspension and termination under Clause 11 continue to apply. In addition, the Supplier may terminate a Self-Serve Subscription on thirty (30) days' notice by email, in which case the Supplier will refund any Fees paid in respect of the period after termination takes effect.

C15. **Variation of this Section C:** The Supplier may amend this Section C by publishing an updated version on the Website and notifying the Client by email not less than thirty (30) days before it takes effect. Continued use of the Services after that date constitutes acceptance of the updated version. Clause 15.7 does not apply to this Section C.

C16. **Transition to a signed agreement:** Where the Client subsequently enters into a Statement of Work with the Supplier covering the same Service Module, that Statement of Work together with Sections A and B supersedes this Section C in respect of that Service Module from the start date specified in that Statement of Work.

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