

# SOFTWARE SERVICES AGREEMENT

Last updated: 10 September 2021

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), and
- ▲ the Client (as specified in the Statement of Work).

## SECTION A: AGREEMENT AND KEY DETAILS

### AGREEMENT

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:

- ▲ Section A (Agreement and Key Details); and
- ▲ Section B (General Terms); and
- ▲ Statement of Work.

### KEY DETAILS

Item	Detail
<b>Start Date</b>	As specified in the Statement of Work.
<b>Initial Term</b>	As specified in the Statement of Work or, if unspecified, one (01) year from the Start Date.
<b>End Date</b>	As specified in the Statement of Work or, if unspecified, to continue every 12 months unless terminated.
<b>SaaS Service</b>	The SaaS Service is a software offering to provide a platform for the capability development and career management of the Client’s employees in accordance with the specifications set out in the Statement of Work.
<b>Fees and Payment Terms</b>	<p><b>SaaS Service</b></p> <p>As set out in the Statement of Work</p> <p>The Client may request additional Related Services during the term of the Agreement and additional Fees will apply to those services at a daily rate upon mutual agreement in writing between Supplier and Client.</p> <p><b>Payment Term</b> is 30 days from date of invoice.</p>

## SECTION B: GENERAL TERMS

### 1 INTERPRETATION

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

Term	Meaning
<b>Agreement</b>	Section A (Agreement and Key Details, including the cover page and signature clauses), Section B (General Terms) and the Statement of Work.
<b>Confidential Information</b>	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.
<b>Data</b>	all data, content, and information (including Personal Information) owned, held, used or created by the Client that is provided to the Supplier or stored using, or inputted into, the Software, Underlying Systems or Services.
<b>End Date</b>	the end date set out in the Key Details.
<b>Fees</b>	the fees set out in the Key Details.
<b>Force Majeure</b>	<p>an event that is beyond the reasonable control of a party, excluding:</p> <ul style="list-style-type: none"> <li>▲ an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care.</li> </ul>
<b>Intellectual Property Rights</b>	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. <b>Intellectual Property</b> has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.
<b>Key Details</b>	the Agreement specific details set out in Section A of the Agreement.
<b>Objectionable</b>	includes being objectionable, defamatory, obscene, harassing, threatening, or unlawful in any way.
<b>Payment Terms</b>	the payment terms set out in the Key Details (if any).

Term	Meaning
<b>Personal Information</b>	has the same meaning as “personal data” defined in the Personal Data Protection Act (PDPA).
<b>Related Services</b>	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.
<b>SaaS Service</b>	the service having the core functionality described in the Key Details and in accordance with the specifications set out in the Statement of Work.
<b>Services</b>	the SaaS Service and any Related Service.
<b>Software</b>	The software owned by the Supplier (and its licensors) that is used to provide the SaaS Service.
<b>Start Date</b>	the start date set out in the Statement of Work.
<b>Statement of Work</b>	the Statement of Work signed by the Client and the Supplier.
<b>Underlying Systems</b>	the Software, IT solutions, systems and networks (including software and hardware) used to provide the Services, including any third party solutions, systems and networks.
<b>Website</b>	the Internet site at the domain set out in the Key Details, or such other site notified to the Client by the Supplier.
<b>Year</b>	a 12-month period starting on the Start Date or the anniversary of that date.

## 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 permitted assigns;
  - ii **personnel** include 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;

- 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.

## 2 COMMENCEMENT AND TERM

The Agreement:

- a commences on the Start Date and continues for the Initial Term; and
- b at the end of the Initial Term, continues for successive terms of *12 months* unless a party terminates the Agreement in accordance with clause 11.1b below.

## 3 SERVICES

3.1 **General:** The Supplier shall provide the Services:

- a in accordance with the Agreement and Singapore law;
- b exercising reasonable care, skill and diligence; and
- c using suitably skilled, experienced and qualified personnel.

3.2 **Non-exclusive:** The Supplier's provision of the Services to the Client is non-exclusive. Nothing in the Agreement prevents the Supplier from providing the Services to any other person.

3.3 **Availability:**

- a The Supplier will guarantee 99% availability of the SaaS Service.
- b Availability of the SaaS Service means the continuing availability of all agreed features of the SaaS Service to its users on the Website. This shall not include maintenance or Software development activity scheduled at least [*seven*] days in advance, which shall not exceed [*120*] minutes per month, and which shall be forthwith notified to the Client in writing upon scheduling. The Supplier shall publish on the Website, or provide information via email to affected users, at least five (05) days in advance details of any such scheduled unavailability.
- c In the event that there is any unavailability of the SaaS Service other than scheduled unavailability in accordance with Clause 3.31.1a ("**downtime**"), the Supplier shall take all

necessary measures to restore availability of the SaaS Service within 48 hours of such unavailability (“**repair time**”) and shall forthwith notify the Client of such unavailability in writing.

3.4 **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.

3.5 **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 subject to the Client paying the applicable Fees, the Supplier may agree to provide to the Client any additional Related Service on the terms of the Agreement.

## 4 CLIENT OBLIGATIONS

4.1 **General use:** The Client and its personnel must:

- a use the Services in accordance with the Agreement 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.

4.2 **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;
- 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 is Objectionable, incorrect or misleading; and
- f comply with any terms of use on the Website, as updated from time to time by the Supplier.

4.3 **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 Services.

## 5 DATA

### 5.1 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; and
  - ii to the extent that this is necessary but subject to clause 8, the Supplier authorises members of its personnel to access the Data for this purpose;
  - iii to the extent that this is necessary but subject to clause 8, 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.
- b The Client must arrange all consents and approvals that are necessary for the Supplier to access the Data as described in clause 5.1a.

### 5.2 Data Intermediary:

- a The Client acknowledges and agrees that 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 As part of the Software Terms and Conditions and Privacy Policy, detailed at [www.jobkred.com](http://www.jobkred.com), all necessary consents from the relevant individual to enable the Supplier to collect, use, hold and process that information will be obtained during registration of an account or any other use of the Software.

5.3 **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.

5.4 **Storage of Data:** The Client agrees that the Supplier may store Data (including any Personal Information) in secure servers in Singapore and in international countries such as United States and may access that Data (including any Personal Information) in international countries and in Singapore from time to time.

### 5.5 Supplier's Obligations:

- a The Supplier shall comply with all its obligations under the Personal Data Protection Act at its own cost.
- b Process, Use and Disclosure. The Supplier shall only process, use or disclose Data which constitutes Personal Information:
  - i strictly for the purposes of fulfilling its obligations and providing the services required under this Agreement;
  - ii 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.

- c The Supplier shall provide the Client with access to the Data including Personal Information that the Supplier has in its possession or control, as soon as practicable upon the Client's written request.
- d The Supplier shall protect the Data, including Personal Information, 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 unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of the Data, or other similar risks. For the purposes of this Agreement, "reasonable security arrangements" include arrangements set out below (which shall not be varied without the Client's prior written consent):
  - i Physical Access Control. Supplier shall undertake reasonable measures to prevent unauthorized 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.
  - ii System Access Control. Supplier shall undertake reasonable measures to ensure only authorised persons have access to the data processing systems in which Data is stored or processed, including authentication via passwords and/or two-factor authentication, documented authorization processes, documented change management processes, and logging of access on several levels.
  - iii Data Access Control. Supplier shall undertake reasonable measures to ensure only authorised persons have access to, and may manage, Data.
  - iv Transmission Control. Supplier shall undertake reasonable measures to ensure that transfers of Data are encrypted.
  - v Input Control. Supplier shall undertake reasonable measures to ensure that the Data source is solely under the control of the Client and Data integration into the Supplier's systems is managed by secured file transfer (e.g., via web services or entered into the application) from the Client.
- e The Supplier shall not retain Data, including Personal Information, (or any documents or records containing Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of this Agreement.
- f The Supplier shall immediately notify the Client when the Supplier becomes aware of a breach of any of its obligations in this Clause.

## **6 FEES**

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

### **6.2 Invoicing and payment:**

- a The Supplier will provide the Client with valid 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”

6.3 **Overdue amounts:** The Supplier may charge interest on overdue amounts. Interest will be calculated at 1% per month.

## 7 INTELLECTUAL PROPERTY

### 7.1 Ownership:

- a Subject to clause 7.1b, 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 and subject to notification to and the approval of the Client. Such licence shall subsist until the termination or expiry of the Agreement.

7.2 **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.

## 8 CONFIDENTIALITY

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

- a keep confidential at all times the Confidential Information of the other party;
- 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 8.1a and 8.1b.



- 8.2 **Permitted disclosure:** The obligation of confidentiality in clause 8.1a 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 8.

## 9 WARRANTIES

- 9.1 **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.
- 9.2 **No implied warranties:** To the maximum extent permitted by law:
- a 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.
- 9.3 **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 Client's option, to:
- a repairing or remedying the relevant Service or item;
  - b supplying the Services again; and/or
  - c paying the costs of having the Services supplied again.

## 10 LIABILITY

- 10.1 **Maximum liability:** The maximum aggregate liability of the Supplier 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 Year exceed S\$50,000. The cap in this clause 10.1 includes the cap set out in clause 9.2a.
- 10.2 **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.

**10.3 Unlimited liability:**

- a Clauses 10.1 and 10.2 do not apply to limit the Supplier's liability:
  - i under or in connection with the Agreement for:
    - ▲ gross negligence, fraud or wilful misconduct; or
    - ▲ a breach of clause 8.
- b Clause 10.2 does not apply to limit the Client's liability:
  - i to pay the Fees; and
  - ii for those matters stated in clause 10.3ai.

**10.4 No liability for other's failure:** Neither party will be responsible, liable, or held to be in breach of the Agreement for any failure to perform its obligations under the Agreement or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under the Agreement, or by the negligence or misconduct of the other party or its personnel.

**10.5 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.

**11 TERM, TERMINATION AND SUSPENSION**

**11.1 Duration:** Unless terminated under this clause 11, the Agreement:

- a starts on the Start Date and ends on the End Date; but
- b where no End Date is set out in the Key Details, continues for successive terms of 12 months from the Start Date unless a party gives 60 days' written notice that the Agreement will terminate on the expiry of the then current term.

**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:
    - ▲ remedied within 14 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 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 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:
  - i a copy of any Data stored using the SaaS Service, provided that the Client pays the Supplier's reasonable costs of providing that copy. On receipt of that request, the Supplier must provide a copy of the Data in a common electronic form. The Supplier does not warrant that the format of the Data will be compatible with any software;

**11.4 Obligations continuing:** Clauses which, by their nature, are intended to survive termination or expiry of the Agreement, including clauses 7, 8, 9, 10, 11.3, 11.4, 12 and 13 , continue in force.

**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
  - ii in a manner, other than for normal operational purposes, that materially reduces the operational performance of the SaaS Service; or
- c has otherwise materially breached the Agreement.

**11.6 Notice:** The Supplier must notify [seven] days in advance the Client in the event that it intends to restrict or suspend the Client's access under clause 11.5.

**12 CUSTOMER REFERENCE**

**12.1** Without prejudice to the rights and responsibilities of both parties under clause 8 CONFIDENTIALITY, 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 for use by the Supplier for promotional purposes.

**13 DISPUTES**

**13.1 Good faith negotiations:** Before taking any Court action, a party must use best efforts to resolve any dispute under, or in connection with, the Agreement through good faith negotiations.

- 13.2 **Obligations continue:** Each party must, to the extent possible, continue to perform its obligations under the Agreement even if there is a dispute.
- 13.3 **Right to seek relief:** This clause 12 does not affect either party's right to seek urgent interlocutory and/or injunctive relief.

## 14 GENERAL

- 14.1 **Force Majeure:** Neither party is 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.
- 14.2 **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.
- 14.3 **Waiver:** To waive a right under the Agreement, that waiver must be in writing and signed by the waiving party.
- 14.4 **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.
- 14.5 **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 Key Details or otherwise notified by the other party for this purpose. If the notice is a notice of termination, a copy of that email must be immediately delivered (by hand or courier) to the Chief Executive or equivalent officer of the other party at the other party's last known physical address.
- 14.6 **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.
- 14.7 **Variation:** Any variation to the Agreement must be in writing and signed by both parties.
- 14.8 **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.
- 14.9 **Subcontracting and assignment:**
- a 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.

14.10 **Law:** The Agreement is governed by, and must be interpreted in accordance with, the laws of Singapore. Each party submits to the non-exclusive jurisdiction of the Courts of Singapore in relation to any dispute connected with the Agreement.

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