



# SAAS User Agreement

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## Parties

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1. **Remy InfoSource Private Limited**, a company incorporated in Singapore, (Reg No 201831483R ) having its registered office at 531A Upper Cross Street #04-95, Hong Lim Complex, Singapore 051531 (the "**Provider**"); and
2. The company or organisation whose details are contained in your registration information as provided in iSpec and submitted by you during this registration process or as entered on your behalf (the "**User**").

## Background

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1. REMY is the supplier and marketer of certain e-sourcing, e-tendering and CAPEX procurement solutions known as iSpec, iNspect and TenderWiz
2. User wishes to make use of these solutions via the internet.
3. The Provider and the User therefore wish to enter into a contract in accordance with the provisions of this Agreement.

## Agreement

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### 1. Definitions

1.1 Except to the extent expressly provided otherwise, in this Agreement:

"**Account**" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"**Affiliate**" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in Singapore;

"**Business Hours**" means the hours of 09:00 to 17:00 GMT+8 on a Business Day;

"**Buyer**" means the Hosted Services user who publishes tenders and contracts for Suppliers to respond to, generally a company or organisation who has signed a similar agreement with Remy for use of the Hosted Services;

"**Change**" means any change to the scope of the Services OR any change to this Agreement;

"**Charges**" means the following amounts:

- (a) the amounts specified in Schedule 1 (Hosted Services particulars);

- (b) such amounts as may be agreed in writing by the parties from time to time; and
- (c) amounts calculated by multiplying the Provider's standard time-based charging rates (as notified by the Provider to the User from time to time) by the time spent by the Provider's personnel performing the Support Services;

**"Confidential Information"** means the Provider Confidential Information and the User Confidential Information;

**"Control"** means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** should be construed accordingly);

**"Customisation"** means a customisation of the Hosted Services, whether made through the development, configuration or integration of software, or otherwise;

**"Data Protection Laws"** means all applicable laws relating to the processing of Personal Data including, for the period during which it is in force, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

**"Documentation"** means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the User;

**"Effective Date"** means the date of execution of this Agreement or first use of the Hosted Services, whichever comes first;

**"Expenses"** means the travel, accommodation and subsistence expenses that are reasonably necessary for, and incurred by the Provider exclusively in connection with, the performance of the Provider's obligations under this Agreement;

**"Force Majeure Event"** means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

**"Hosted Services"** means iSpec, iNspect or TenderWiz as specified in the Hosted Services Specification, which will be made available by the Provider to the User as a service via the internet in accordance with this Agreement;

**"Hosted Services Defect"** means a defect, error or bug in the Platform having a material adverse effect on operation of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the User or any person authorised by the User to use the Platform or Hosted Services;

- (b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the User or by any person authorised by the User;
- (c) a failure of the User to perform or observe any of its obligations in this Agreement; and/or
- (d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

**"Hosted Services Specification"** means the specification for the Platform and Hosted Services set out in Part 2 of Schedule 1 (Hosted Services particulars) and in the Documentation;

**"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

**"Maintenance Services"** means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

**"Minimum Term"** means, in respect of this Agreement, the period of 12 months beginning on the Effective Date;

**"Mobile App"** means the mobile application known as **iNspec** that is made available by the Provider through the *Apple App Store*;

**"Permitted Purpose"** means online tendering, contract and project management;

**"Personal Data"** has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679);

**"Platform"** means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

**"Provider Confidential Information"** means:

- (a) any information disclosed by or on behalf of the Provider to the User at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that

at the time of disclosure was marked as "confidential" or should have been understood by the User (acting reasonably) to be confidential; and

(b) the terms of this Agreement;

**"Provider Indemnity Event"** has the meaning given to it in Clause 27.1;

**"Provider Representatives"** means the person or persons identified as such in Part 5 of Schedule 1 (Hosted Services particulars), and any additional or replacement persons that may be appointed by the Provider giving to the User written notice of the appointment;

**"Schedule"** means any schedule attached to the main body of this Agreement;

**"Services"** means any services that the Provider provides to the User, or has an obligation to provide to the User, under this Agreement;

**"Set Up Services"** means the configuration, implementation and integration of the Hosted Services in accordance with Part 1 of Schedule 1 (Hosted Services particulars);

**"Supplier"** means the Hosted Services User who responds to tenders and contracts published by the Buyer, generally a company or organisation who has signed a similar agreement with Remy for use of the Hosted Services;

**"Support Services"** means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

**"Supported Web Browser"** means the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari;

**"Term"** means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

**"Third Party Services"** means any hosted or cloud services provided by any third party that may transmit data to and/or from the Hosted Services;

**"Update"** means a patch or minor version update to any Platform software; and

**"Upgrade"** means a major version upgrade of any Platform software.

**"User Confidential Information"** means:

(a) any information disclosed by or on behalf of the User to the Provider at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

(i) was marked as "confidential"; or

- (ii) should have been reasonably understood by the Provider to be confidential; and
- (b) the User Data;

**"User Data"** means all data, works and materials: uploaded to or stored on the Platform by the User; transmitted by the Platform at the instigation of the User; supplied by the User to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the User;

**"User Indemnity Event"** has the meaning given to it in Clause 27.3;

**"User Personal Data"** means any Personal Data that is processed by the Provider on behalf of the User in relation to this Agreement;

**"User Representatives"** means the person or persons identified as such in Part 5 of Schedule 1 (Hosted Services particulars), and any additional or replacement persons that may be appointed by the User giving to the Provider written notice of the appointment;

**"User Systems"** means the hardware and software systems of the User that interact with, or may reasonably be expected to interact with, the Hosted Services;

## 2. Term

2.1 This Agreement shall come into force upon the Effective Date.

2.2 This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 30 or any other provision of this Agreement.

## 3. Set Up Services

3.1 Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set Up Services by the Provider shall be the exclusive property of the Provider.

## 4. Acceptance procedure

4.1 Intentionally left blank.

## 5. Hosted Services

5.1 The Provider shall create an Account for the User and shall provide to the User login details for that Account upon the completion of the Set Up Services.

5.2 The Provider hereby grants to the User a worldwide, non-exclusive license to use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the User in accordance with the Documentation during the Term.

5.3 The license granted by the Provider to the User under Clause 5.2 is subject to the following limitations:



- (a) the Hosted Services may only be used by the officers, employees, agents, suppliers and subcontractors of either the User or an Affiliate of the User;
- 5.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Provider to the User under Clause 5.2 is subject to the following prohibitions:
  - (a) the User must not sub-license its right to access and use the Hosted Services;
  - (b) the User must not permit any unauthorised person to access or use the Hosted Services;
  - (c) the User must not use the Hosted Services to provide services to third parties;
  - (d) the User must not make any alteration to the Platform, except as permitted by the Documentation.
- 5.5 The User shall use reasonable endeavours, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an administrator Account.
- 5.6 The parties acknowledge and agree that Schedule 3 (Availability SLA) shall govern the availability of the Hosted Services.
- 5.7 The User must comply with Schedule 2 (Acceptable Use Policy), and must ensure that all persons using the Hosted Services with the authority of the User or by means of an administrator Account comply with Schedule 2 (Acceptable Use Policy).
- 5.8 The User must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
- 5.9 The User must not use the Hosted Services:
  - (a) in any way that is unlawful, illegal, fraudulent or harmful; or
  - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 5.10 For the avoidance of doubt, the User has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

## 6. Customisations

- 6.1 The Provider and the User may agree that the Provider shall design, develop and implement a Customisation or Customisations in accordance with a specification and project plan agreed in writing by the parties.

- 6.2 All Intellectual Property Rights in the Customisations shall, as between the parties, be the exclusive property of the Provider.
- 6.3 From the time and date when a Customisation is first delivered or made available by the Provider to the User, the Customisation shall form part of the Platform, and accordingly from that time and date the User's rights to use the Customisation shall be governed by Clause 5.
- 6.4 The User acknowledges that the Provider may make any Customisation available to any of its other Users or any other third party at any time.

## 7. Maintenance Services

- 7.1 The Provider shall provide the Maintenance Services to the User during the Term.
- 7.2 The Provider shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.
- 7.3 The Provider shall provide the Maintenance Services in accordance with Schedule 4 (Maintenance SLA).
- 7.4 The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the User to the Provider under this Agreement is overdue, and the Provider has given to the User at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

## 8. Support Services

- 8.1 The Provider shall provide the Support Services to the User during the Term.
- 8.2 The Provider shall provide the Support Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.
- 8.3 The Provider shall provide the Support Services in accordance with Schedule 5 (Support SLA).
- 8.4 The Provider may suspend the provision of the Support Services if any amount due to be paid by the User to the Provider under this Agreement is overdue, and the Provider has given to the User at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

## 9. User obligations

- 9.1 Save to the extent that the parties have agreed otherwise in writing, the User must provide to the Provider, or procure for the Provider, such:
  - (a) co-operation, support and advice;

- (b) information and documentation; and
- (c) governmental, legal and regulatory licenses, consents and permits,

as are reasonably necessary to enable the Provider to perform its obligations under this Agreement.

9.2 The User must provide to the Provider, or procure for the Provider, such access to the User's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under this Agreement.

## 10. User Systems

10.1 The User shall ensure that the User Systems comply, and continue to comply during the Term, with the requirements of Part 3 of Schedule 1 (Hosted Services particulars) in all material respects, subject to any changes agreed in writing by the Provider.

## 11. User Data

11.1 The User hereby grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the User Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement. The User also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement, subject always to any express restrictions elsewhere in this Agreement.

11.2 The User warrants to the Provider that the User Data when used by the Provider in accordance with this Agreement will not infringe the Intellectual Property Rights of any person.

## 12. Integrations with Third Party Services

12.1 Intentionally left blank.

## 13. Mobile App

13.1 Intentionally left blank.

## 14. No assignment of Intellectual Property Rights

14.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the User, or from the User to the Provider.

## 15. Representatives

15.1 The Provider shall ensure that all instructions given by the Provider in relation to the matters contemplated in this Agreement will be given by a Provider Representative to a User Representative, and the User:

- (a) may treat all such instructions as the fully authorised instructions of the Provider; and
- (b) may decline to comply with any other instructions in relation to that subject matter.

15.2 The User shall ensure that all instructions given by the User in relation to the matters contemplated in this Agreement will be given by a User Representative to a Provider Representative, and the Provider:

- (a) may treat all such instructions as the fully authorised instructions of the User; and
- (b) may decline to comply with any other instructions in relation to that subject matter.

## 16. Management

16.1 Intentionally left blank.

## 17. Change control

17.1 Intentionally left blank.

## 18. Charges

18.1 The User shall pay the Charges to the Provider in accordance with this Agreement.

18.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the User's written consent before performing Services that result in any estimate of time-based Charges given to the User being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the User agrees otherwise in writing, the User shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 18.2.

18.3 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the User to the Provider.

18.4 The Provider may elect to vary any element of the Charges by giving to the User not less than 30 days' written notice of the variation.

## 19. Expenses

19.1 The User shall reimburse the Provider in respect of any Expenses, providing that the Provider must obtain the prior written authorisation of the User before incurring any Expenses.

19.2 The Provider must collect and collate evidence of all Expenses, and must retain such evidence during the Term and for a period of 90 days following the end of the Term.

19.3 Within 10 Business Days following receipt of a written request from the User to do so, the Provider must supply to the User such copies of the evidence for the Expenses in

the possession or control of the Provider as the User may specify in that written request.

## 20. Timesheets

20.1 The Provider must:

- (a) ensure that the personnel providing Services, the Charges for which will be based in whole or part upon the time spent in the performance of those Services, complete reasonably detailed records of their time spent providing those Services; and
- (b) retain such records during the Term, and for a period of at least 12 months following the end of the Term.

20.2 Within 10 Business Days following receipt of a written request, the Provider shall supply to the User copies of such of the time-sheets referred to in Clause 20.1 and in the Provider's possession or control as the User may specify in that written request.

## 21. Payments

21.1 The Provider shall issue invoices for the Charges to the User from time to time during the Term.

21.2 The User must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 21.

21.3 The User must pay the Charges by debit card, credit card, direct debit, bank transfer or cheque (using such payment details as are notified by the Provider to the User from time to time).

21.4 If payment by the User is not made within:

21.4.1 thirty (30) calendar days from the due date as specified on the invoice, Provider shall be entitled to suspend the User's access to iSpec;

21.5 A re-instatement fee of \$5,000 shall be applicable after ninety (90) calendar days

## 22. Confidentiality obligations

22.1 The Provider must:

- (a) keep the User Confidential Information strictly confidential;
- (b) not disclose the User Confidential Information to any person without the User's prior written consent, and then only under conditions of confidentiality approved in writing by the User;

- (c) use the same degree of care to protect the confidentiality of the User Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the User Confidential Information; and
- (e) not use any of the User Confidential Information for any purpose other than the Permitted Purpose.

22.2 The User must:

- (a) keep the Provider Confidential Information strictly confidential;
- (b) not disclose the Provider Confidential Information to any person without the Provider's prior written consent, and then only under conditions of confidentiality approved in writing by the Provider;
- (c) use the same degree of care to protect the confidentiality of the Provider Confidential Information as the User uses to protect the User's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Provider Confidential Information; and
- (e) not use any of the Provider Confidential Information for any purpose other than the Permitted Purpose.

22.3 Notwithstanding Clauses 22.1 and 22.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

22.4 No obligations are imposed by this Clause 22 with respect to a party's Confidential Information if that Confidential Information:

- (a) is known to the other party before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the other party; or
- (c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

22.5 The restrictions in this Clause 22 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

- 22.6 Upon the termination of this Agreement, each party must immediately cease to use the other party's Confidential Information.
- 22.7 Following the termination of this Agreement, and within 10 Business Days following the date of receipt of a written request from the other party, the relevant party must destroy or return to the other party (at the other party's option) all media containing the other party's Confidential Information, and must irrevocably delete the other party's Confidential Information from its computer systems.
- 22.8 The provisions of this Clause 22 shall continue in force indefinitely following the termination of this Agreement.

### 23. Publicity

- 23.1 Neither party may make any public disclosures relating to this Agreement.
- 23.2 Nothing in this Clause 23 shall be construed as limiting the obligations of the parties under Clause 22.

### 24. Data protection

- 24.1 The User warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement.
- 24.2 The User shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to this Agreement, the Personal Data of data subjects falling within the categories specified in Part 1 of Schedule 7 (Data processing information).
- 24.3 The User shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to this Agreement, Personal Data of the types specified in Part 2 of Schedule 7 (Data processing information).
- 24.4 The Provider shall only process the User Personal Data for the purposes specified in Part 3 of Schedule 7 (Data processing information).
- 24.5 The Provider shall only process the User Personal Data during the Term and for not more than 30 days following the end of the Term.
- 24.6 Intentionally left blank.
- 24.7 Notwithstanding any other provision of this Agreement, the Provider may process the User Personal Data if and to the extent that the Provider is required to do so by law. In such a case, the Provider shall inform the User of the legal requirement before processing, unless that law prohibits such information.
- 24.8 The Provider shall ensure that persons authorised to process the User Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

- 24.9 The Provider and the User shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the User Personal Data, including those measures specified in Part 4 of Schedule 7 (Data processing information).
- 24.10 Intentionally left blank.
- 24.11 The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the User with the fulfilment of the User's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 24.12 The Provider shall assist the User in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.
- 24.13 The Provider shall make available to the User all information necessary to demonstrate the compliance of the Provider with its obligations under the Data Protection Laws.
- 24.14 The Provider shall, at the choice of the User, delete or return all of the User Personal Data to the User after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- 24.15 The Provider shall allow for and contribute to audits, including inspections, conducted by the User or another auditor mandated by the User in respect of the compliance of the Provider's processing of User Personal Data with the Data Protection Laws and this Clause 24.
- 24.16 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

## 25. Warranties

- 25.1 The Provider warrants to the User that:
- (a) the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
  - (b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement; and



(c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.

25.2 The Provider warrants to the User that:

- (a) the Platform and Hosted Services will conform in all material respects with the Hosted Services Specification;
- (b) the Platform will incorporate security features reflecting the requirements of good industry practice.

25.3 Intentionally left blank.

25.4 The Provider warrants to the User that the Hosted Services, when used by the User in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person.

25.5 If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the User in accordance with this Agreement infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:

- (a) modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- (b) procure for the User the right to use the Hosted Services in accordance with this Agreement.

25.6 The User warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

25.7 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

## 26. Acknowledgements and warranty limitations

26.1 The User acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

26.2 The User acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

26.3 The User acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services

Specification; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

26.4 The User acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the User will not give rise to any legal liability on the part of the User or any other person.

## 27. Indemnities

27.1 The Provider shall indemnify and shall keep indemnified the User against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the User and arising directly or indirectly as a result of any breach by the Provider of this Agreement (a "**Provider Indemnity Event**").

27.2 The User must:

- (a) upon becoming aware of an actual or potential Provider Indemnity Event, notify the Provider;
- (b) provide to the Provider all such assistance as may be reasonably requested by the Provider in relation to the Provider Indemnity Event;
- (c) allow the Provider the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Provider Indemnity Event; and
- (d) not admit liability to any third party in connection with the Provider Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Provider Indemnity Event without the prior written consent of the Provider,

and the Provider's obligation to indemnify the User under Clause 27.1 shall not apply unless the User complies with the requirements of this Clause 27.2.

27.3 The User shall indemnify and shall keep indemnified the Provider against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Provider and arising directly or indirectly as a result of any breach by the User of this Agreement (a "**User Indemnity Event**").

27.4 The Provider must:

- (a) upon becoming aware of an actual or potential User Indemnity Event, notify the User;
- (b) provide to the User all such assistance as may be reasonably requested by the User in relation to the User Indemnity Event;

- (c) allow the User the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the User Indemnity Event; and
  - (d) not admit liability to any third party in connection with the User Indemnity Event or settle any disputes or proceedings involving a third party and relating to the User Indemnity Event without the prior written consent of the User,
- and the User's obligation to indemnify the Provider under Clause 27.3 shall not apply unless the Provider complies with the requirements of this Clause 27.4.

27.5 The indemnity protection set out in this Clause 27 shall be subject to the limitations and exclusions of liability set out in this Agreement.

## 28. Limitations and exclusions of liability

28.1 Nothing in this Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from gross negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

28.2 The limitations and exclusions of liability set out in this Clause 28 and elsewhere in this Agreement:

- (a) are subject to Clause 28.1; and
- (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

28.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

28.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

28.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.

28.6 Neither party shall be liable to the other party in respect of any loss of use or production.

28.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

28.8 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software; providing that this Clause 28.8 shall not protect the Provider unless the Provider has fully complied with its obligations under Clause 11.3 and Clause 11.4.

28.9 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

28.10 The liability of each party to the other party under this Agreement in respect of any event or series of related events shall not exceed the total amount paid and payable by the User to the Provider under this Agreement in the 6 month period preceding the commencement of the event or events.

28.11 The aggregate liability of each party to the other party under this Agreement shall not exceed the total amount paid and payable by the User to the Provider under this Agreement in the 6 month period preceding the commencement of the event or events.

## 29. Force Majeure Event

29.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

29.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

29.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

## 30. Termination

30.1 Intentionally left blank.

30.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party commits any material breach of this Agreement, and the breach is not remediable;
- (b) the other party commits a material breach of this Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30

days]following the giving of a written notice to the other party requiring the breach to be remedied.

30.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party:
  - (i) is dissolved;
  - (ii) ceases to conduct all (or substantially all) of its business;
  - (iii) is or becomes unable to pay its debts as they fall due;
  - (iv) is or becomes insolvent or is declared insolvent; or
  - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement)

30.4 The Provider may terminate this Agreement immediately by giving written notice to the User if:

- (a) any amount due to be paid by the User to the Provider under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Provider has given to the User at least 30 days' written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Clause 30.4.

### 31. Effects of termination

31.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.8, 5.10, 12.11, 13, 19.2, 19.3, 20, 21.2, 21.4, 22, 23, 24.2, 24.3, 24.4, 24.5, 24.6, 24.7, 24.8, 24.9, 24.10, 24.11, 24.12, 24.13, 24.14, 24.15, 24.16, 27, 28, 31, 32, 35, 36, 37, 38, 39, 40, 41 and 42.

31.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

31.3 Within 30 days following the termination of this Agreement for any reason:

- (a) the User must pay to the Provider any Charges in respect of Services provided to the User before the termination of this Agreement; and
  - (b) the Provider must refund to the User any Charges paid by the User to the Provider in respect of Services that were to be provided to the User after the termination of this Agreement,
- without prejudice to the parties' other legal rights.

### 32. Non-solicitation of personnel

32.1 The User must not, without the prior written consent of the Provider, either during the Term or within the period of 6 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Provider who has been involved in any way in the negotiation or performance of this Agreement.

32.2 The Provider must not, without the prior written consent of the User, either during the Term or within the period of 6 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the User who has been involved in any way in the negotiation or performance of this Agreement.

### 33. Notices

33.1 Any notice given under this Agreement must be in writing, whether or not described as "written notice" in this Agreement.

33.2 Any notice given by the User to the Provider under this Agreement must be:

- (a) sent by courier;
- (b) sent by recorded signed-for post; or
- (c) sent by email via the iSpec support email,

using the relevant contact details set out in Part 6 of Schedule 1 (Hosted Services particulars).

33.3 Any notice given by the Provider to the User under this Agreement must be:

- (a) sent by courier;
  - (b) sent by recorded signed-for post; or
  - (c) sent by email via iSpec,
- using the relevant contact details in iSpec.

33.4 The addressee and contact details set out in Part 6 of Schedule 1 (Hosted Services particulars) may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 33.

33.5 A party receiving from the other party a notice by email must acknowledge receipt by email promptly, and in any event within 2 Business Days following receipt of the notice.

33.6 A notice will be deemed to have been received at the relevant time set out below or, where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below:

- (a) in the case of notices sent by courier, upon delivery;
- (b) in the case of notices sent by recorded signed-for post, upon signature;
- (c) in the case of notices sent by email, at the time of the sending of an acknowledgement of receipt by the receiving party;

#### 34. Subcontracting

34.1 The Provider may subcontract any of its obligations under this Agreement without the prior written consent of the User.

34.2 The Provider shall remain responsible to the User for the performance of any subcontracted obligations.

34.3 Notwithstanding the provisions of this Clause 34 but subject to any other provision of this Agreement, the User acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

#### 35. Assignment

35.1 The Provider may assign, transfer or otherwise deal with the Provider's contractual rights and/or obligations under this Agreement without the prior written consent of the User, providing that the Provider assigns the entirety of its rights and obligations under this Agreement to any Affiliate of the Provider or to any successor to all or a substantial part of the business of the Provider from time to time.

35.2 The User must not assign, transfer or otherwise deal with the User's contractual rights and/or obligations under this Agreement without the prior written consent of the Provider, such consent not to be unreasonably withheld or delayed, providing that the User may assign the entirety of its rights and obligations under this Agreement to any Affiliate of the User or to any successor to all or a substantial part of the business of the User from time to time.

### 36. No waivers

36.1 No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.

36.2 No waiver of any breach of any provision of this Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of this Agreement.

### 37. Severability

37.1 If a provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

37.2 If any unlawful and/or unenforceable provision of this Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### 38. Third party rights

38.1 This Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.

38.2 The exercise of the parties' rights under this Agreement is not subject to the consent of any third party.

### 39. Variation

39.1 This Agreement may not be varied except by means of a written document signed by or on behalf of each party, without prejudice to the requirements of Clause 17.

### 40. Entire agreement

40.1 The main body of this Agreement and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

40.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into this Agreement.

40.3 The provisions of this Clause 40 are subject to Clause 28.1.

### 41. Law and jurisdiction

41.1 This Agreement shall be governed by and construed in accordance with Singapore law.

41.2 Any disputes relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of Singapore.

### 42. Interpretation

42.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:





- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

42.2 The Clause headings do not affect the interpretation of this Agreement.

42.3 References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

42.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

### Execution

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The User hereby agrees and accepts the conditions in this agreement by logging into iSpec. You hereby acknowledge and state that you have the authority (or have been given the authority) to accept this agreement on behalf of the company or organisation you represent.

## Schedule 1 (Hosted Services particulars)

### 1. Financial provisions

#### 1.1. Buyer

##### Pricing and fees

As long as the Buyer's organisation processes in excess of US\$ 100 million per annum of awarded contracts through the iSpec system, no fees are payable. Should the Buyer process less than this amount, fees will be applicable at the rates in the table below.

<b>Awarded tenders/contracts processed per calendar year in US\$</b>	<b>Payment terms</b>	<b>Fee payable in US\$ in advance for the next year</b>
> 30,000,000	-	US\$ 0
> 6,000,000 but < 30,000,000	Calculated quarterly in arrears	0.1% of awarded contracts
<= 6,000,000	Annually in advance	US\$ 6,000

Buyer acknowledges that Provider collects fees from the Suppliers as its main source of income at a percentage of awarded contracts per Supplier. As such, Buyer agrees explicitly that all tenders and contracts are to be managed and processed through iSpec. This does not include direct purchases where no tendering process is involved. Also no fees will be applicable for any tenders or contracts below US\$40,000 even if these are managed within iSpec.

Buyer also agrees that any tender or contract originally created in iSpec - whether or not awarded in iSpec, if awarded, will be included for the purpose of the fee calculation. Any repeat orders of contracts that were originally awarded in iSpec that are concluded between Supplier and Buyer or any contract amendments or variations that result in a net increase of more than 5% in the total contract value are also included for these purposes.

Buyer also agrees that should there be evidence that the Buyer and the Supplier colluded to avoid paying the applicable fees, that Buyer will become liable for the fee payable by the Supplier (as specified in the next paragraph below).

#### 1.2. Supplier/Vendor

Supplier can register as an iSpec or iNspec user for free. When the Supplier is awarded a contract, the Supplier becomes liable for an access fee based on the rates in the table below.

Awarded contract value in US\$/contract	% payable as fee to Provider
Up to 40,000	0
> 40,000 but =< 5 million	0.45
> 5 million but =< 25 million	0.35
> 25 million	0.3

This fee will become payable within 14 days of awarding of the contract by the Buyer.

Supplier also agrees that any tender or contract originally created in iSpec - whether or not awarded in iSpec, if awarded, will be included for the purpose of the fee calculation. Any repeat orders of contracts that were originally awarded in iSpec that are concluded between Buyer and Supplier or any contract amendments or variations that result in a net increase of more than 5% in the total contract value are also included for these purposes.

Supplier also agrees that should there be evidence that the Supplier and the Buyer colluded to avoid paying the applicable fees, that Supplier will become liable for double the usual fee. This will be applicable whether Remy recovers the fee from the Buyer as well or not, as the case may be. The Supplier agrees and accepts that this provision is reasonable as the Supplier and Buyer are given full use of the software solutions including technical support without limitation and Remy's income derives mainly from successful contracts between the Supplier and Buyer.

### 1.3. Taxes/withholding tax/bank charges

All prices are exclusive of any bank charges. Full amount as quoted must be received in Remy's account. Any bank charges are for the customer's account.

All prices quoted above are exclusive of any taxes. Any taxes and duties which are levied or charged by any revenue authority shall be for the account of User. In the event that User is obliged to deduct any withholding taxes from any fees or charges due by it to Remy, then:

the amount payable by User shall be grossed up by User such that after the deduction of such withholding and/or other taxes, Remy receives the full value of the fees, royalties or charges as specified in the relevant Agreement or this Agreement; and

User undertakes and warrants that it shall make due and timeous payment of such withholding taxes due by it to the appropriate revenue or other relevant government authority.

## Schedule 2 (Acceptable Use Policy)

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### 1. Introduction

- 1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:
- (a) the use of (the "**Services**"); and
  - (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").
- 1.2 References in this Policy to "you" are to any User for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to **Provider** (and "we" and "our" should be construed accordingly).
- 1.3 By using the Services, you agree to the rules set out in this Policy.
- 1.4 We will ask for your express agreement to the terms of this Policy before you login or submit any Content or otherwise use the Services.

### 2. General usage rules

- 2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.
- 2.2 You must not use the Services:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
  - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

### 3. Monitoring

- 3.1 You acknowledge that we may actively monitor the use of the Services to ensure adequate performance and support.

### 4. Harmful software

- 4.1 The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
- 4.2 The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

## Schedule 3 (Availability SLA)

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### 1. Introduction to availability SLA

- 1.1 This Schedule 3 sets out the Provider's availability commitments relating to the Hosted Services.
- 1.2 In this Schedule 3, "uptime" means the percentage of time during a given period when the Hosted Services are available at the gateway between public internet and the network of the hosting services provider for the Hosted Services.

### 2. Availability

- 2.1 The Provider shall use all reasonable endeavours to ensure that the uptime for the Hosted Services is at least 99.9% during each calendar month.

### 3. Exceptions

- 3.1 Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether the Provider has met the uptime availability given in Paragraph 2.1:
  - (a) a Force Majeure Event;
  - (b) a fault or failure of the internet or any public telecommunications network;
  - (c) a fault or failure of the Provider's hosting infrastructure services provider, unless such fault or failure constitutes an actionable breach of the contract between the Provider and that company;
  - (d) a fault or failure of the User's computer systems or networks;
  - (e) any breach by the User of this Agreement; or
  - (f) scheduled maintenance carried out in accordance with this Agreement.

## Schedule 4 (Maintenance SLA)

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### 1. Introduction

1.1 This Schedule 4 sets out the service levels applicable to the Maintenance Services.

### 2. Scheduled Maintenance Services

2.1 The Provider shall where practicable give to the User at least 3 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this Schedule 4.

2.2 The Provider shall provide all scheduled Maintenance Services outside Business Hours where possible.

### 3. Updates

3.1 The Provider shall give to the User written notice of the application of any security Update to the Platform and at least 3 Business Days' prior written notice of the application of any non-security Update to the Platform should these require more than 1 hour of downtime per event.

3.2 The Provider shall apply Updates to the Platform as follows:

- (a) third party security Updates shall be applied to the Platform promptly following release by the relevant third party, providing that the Provider may acting reasonably decide not to apply any particular third party security Update;
- (b) the Provider's security Updates shall be applied to the Platform promptly following the identification of the relevant security risk and the completion of the testing of the relevant Update; and
- (c) other Updates shall be applied to the Platform in accordance with any timetable notified by the Provider to the User or agreed by the parties from time to time.

### 4. Upgrades

4.1 The Provider shall give to the User at least 3 Business Days' prior written notice of the application of an Upgrade to the Platform.

4.2 The Provider shall apply each Upgrade to the Platform within any period notified by the Provider to the User or agreed by the parties in writing.

## Schedule 5 (Support SLA)

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### 1. Introduction

1.1 This Schedule 5 sets out the service levels applicable to the Support Services.

### 2. Helpdesk

2.1 The Provider shall make available to the User a help-desk in accordance with the provisions of this Schedule 5.

2.2 The User may use the help-desk for the purposes of requesting and, where applicable, receiving the Support Services; and the User must not use the help-desk for any other purpose.

2.3 The Provider shall ensure that the help-desk is accessible by telephone, email and using the Provider's web-based ticketing system.

2.4 The Provider shall ensure that the help-desk is operational and adequately staffed during Business Hours during the Term.

2.5 The User shall ensure that all requests for Support Services that it may make from time to time shall be made through the help-desk.

### 3. Response and resolution

3.1 Issues raised through the Support Services shall be categorised as follows:

- (a) critical: **the problem results in extremely serious interruptions to a production system: e.g.** It has affected, or could affect, the entire user community; tasks that should be executed immediately cannot be executed because of a complete crash of the system or interruptions in main functions of the production system; data integrity is compromised.;
- (b) high: **the problem causes interruptions in normal operations.** It does not prevent operation of a production system but there could be a serious degradation in system performance or user satisfaction if the issue is not resolved;
- (c) medium: **the problem results in minimal or no interruptions to normal operations** (no business impact). The issue consists of "how to" questions including issues related to use of the system, system setup and administrative tasks; and
- (d) low: **The incident has no business impact** but could improve the user experience or provide some "nice to have" functionality which could be beneficial to include in the specific User version.

3.2 The Provider shall determine, acting reasonably, into which severity category an issue falls.

3.3 The Provider shall use all reasonable endeavours to respond to requests for Support Services promptly, and in any case in accordance with the following time periods:

- (a) critical: 2 Business Hours;
- (b) high: 4 Business Hours;
- (c) medium: 24 Business Hours; and
- (d) low: At Provider's discretion.

3.4 The Provider shall use all reasonable endeavours to resolve issues raised through the Support Services promptly, and in any case in accordance with the following time periods:

- (a) critical: 8 Business Hours;
- (b) high: 24 Business Hours;
- (c) medium: 5 Business Days; and
- (d) low: At Provider's discretion.

#### 4. Provision of Support Services

4.1 The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.

#### 5. Limitations on Support Services

5.1 The Provider shall have no obligation to provide Support Services in respect of any issue caused by:

- (a) the improper use of the Hosted Services by the User; or
- (b) inadequate training.



Schedule 6 (Form of CCN)

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## Schedule 7 (Data processing information)

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### 1. Categories of data subject

1. User internal user
2. User sub-contractors
3. Suppliers
4. Other User-authorised users

### 2. Types of Personal Data

1. First and last name
2. Email address
3. Telephone number
4. Organisation, company or department information

### 3. Purposes of processing

1. User access to system
2. Sending email notifications

### 4. Security measures for Personal Data

1. Password protection
2. Data encryption

### 5. Sub-processors of Personal Data

1. System administrators