

PLEASE READ CAREFULLY: THIS CUSTOMER AGREEMENT (“**Customer Agreement**”) is between the customer who orders Services (“**Customer**”) and ServiceDott Pte Ltd (“**SD**”) identified below:

Customer’s use of and access to Services is governed by this Customer Agreement, SD’s Acceptable Use Policy, and the terms of Customer’s Order (collectively referred to as the “**Agreement**”). **This Agreement is the complete and exclusive agreement between Customer and SD regarding its subject matter and supersedes and replaces any agreement, understanding, or communication, whether written or oral, prior or contemporaneous regarding such subject matter. BY SIGNING THE “ORDER” PROVIDED BY SD WHERE THIS CUSTOMER AGREEMENT IS REFERENCED, YOU AGREE TO THE TERMS OF THIS AGREEMENT.**

1. DEFINED TERMS. The following words used in this Customer Agreement have the following meanings:

“**Acceptable Use Policy**” or “**AUP**” means [SD’s Acceptable Use Policy](#), as SD may amend from time to time.

“**Business Day**” means 10:00 a.m. – 5:00 p.m. Monday through Friday, Singapore time, excluding public holidays in Singapore.

“**Confidential Information**” means information, technology or services disclosed or made available by SD to Customer that Customer should reasonably understand to be confidential, including: (i) unpublished or otherwise not publicly available or accessible prices and other terms of service, audit and security reports, product development plans, data center designs, server configuration designs, services, and other proprietary information or technology; and (ii) information that is marked or otherwise designated as confidential.

“**Content**” means any software, online service, feature or technology, data or other content that Customer, Customer’s employees, Customer’s contractors, and Customer’s customers and end users (collectively, “**Service Users**”) may provide to SD pursuant to this Agreement. Content includes, but is not limited to, any of the foregoing that Service Users (i) upload to the Services, and/or (ii) create and/or modify using the Services.

“**Documentation**” means any documentation which SD makes available to Customer and is associated with the Services, including URLs for websites, technical information, policies or terms contained in or linked to by webpages or applications associated with the Services.

“Feedback” means any and all suggestions, comments, improvements, or other feedback about the Services that anyone provides to SD either directly or indirectly.

“Order” means either: (i) Customer’s request for or configuration of Services, where such request for or configuration of Services is made via a web site associated with or part of the Services, or (ii) any other written order (either in electronic or paper form) that SD provides to Customer that describes the Services Customer is purchasing, and that is signed by Customer, either manually or electronically.

“Personally Identifiable Information” or **“PII”** means any data, either alone or in combination with other information, by which a natural person can be identified or located, or that can be used to identify or locate a natural person.

“Programmatic Interface” means any code, method, or process used to interface with the Services, including an application programming interface (“API”), command line interface (“CLI”), language binding or wrapper.

“Services” means any services, websites, platforms, portals, Documentation, and software associated with SD Services and any associated services, websites, platform, and portals (including Programmatic Interfaces, software development kits (“SDKs”) and any other code or capability provided by SD) described in or provided to Customer as a result of the Order.

2. ELIGIBILITY.

2.1 **Age.** Customer must be at least 18 years of age or otherwise have the legal capacity to enter into this Agreement. If Customer is entering into this Agreement on behalf of an employer, company, or other legal entity, Customer must have the legal right and authority to enter into this Agreement and bind that entity to this Agreement.

2.2 **Account Creation.** Customer must have an account associated with the Services in order to be eligible to receive the Services. Account Creation is provided by SD support team based on services requested by the Customer on a purchase.

3. SD’S OBLIGATIONS.

3.1 **Provision of Services.** Contingent on SD’s acceptance of Customer’s Order and subject to this Agreement, SD agrees to provide the Services. SD may

change, discontinue, add, modify, re-price or remove features or functionality from the Services from time to time.

3.2 **Security.** Without limiting Sections 6 and 10, SD will use commercially reasonable efforts to implement reasonable and appropriate security measures to assist Customer to secure Customer's Content.

3.3 **Support.** Support will be provided as detailed [here](#).

3.4 **Service Updates.** Part of SD development and enhancements initiative, the Services will be upgraded from time to time based on the commercial release available. SD reserves the right at any time to not release the Services or, even if released, to alter prices, features, specifications, capabilities, functions, release dates, general availability, or other characteristics of the Services. SD will ensure such updates will not affect the existing used features by the Customer.

3.5 **Service Levels.** The Service & Support Levels ("SSL") listed [here](#) are part of this Agreement for those Services Customer is buying.

4. **PRIVACY.**

4.1 **Collection of PII.** Customer's public facing website is via an SD hosted website. As such, visitors' interaction with the website, and any PII that may be collected by the website, is governed by a Customer provided Privacy Statement which will be linked to the public facing website.

4.2 **SD Access to Content.** The parties acknowledge that the structure of the SD systems used in connection with the Services makes it technically possible for SD to access Content; however, the nature of the Services is such that direct access to Content by SD is not intended. In the event SD is required to access Content, SD will not use or disclose Content to non-SD third parties except: (i) with consent or as otherwise directed or instructed by Customer; (ii) in furtherance of or in connection with performing Services pursuant to this Agreement; (iii) to respond to duly authorized information requests of police, law enforcement, or other governmental authorities; (iv) to comply with any applicable law, regulation, subpoena, discovery request or court order; (v) to investigate and help prevent security threats, fraud, or other illegal, malicious, or inappropriate activity; (vi) to enforce/protect the rights and properties of SD or its affiliates or subsidiaries; or (vii) with the prior informed consent of the data subject about whom the PII pertains.

4.3 **Data Controller.** Customer is and shall remain the data controller of the Content it uploads or provides as part of the Services. SD is a service provider to Customer and has the role of data processor. SD does not own or otherwise act as

data controller of the Content. It is Customer's responsibility to verify that the security and privacy protections offered by the Services are adequate and in compliance with all applicable laws governing the type of data included in the Content which is uploaded in or provided to the Services.

4.4 Cross Border Data Transfers. For Customers that are required to comply with international data protection laws and regulations governing the international or cross-border data transfer of PII, please be advised that the data centers in which the infrastructure for the Services and Content are housed are located in Singapore (unless otherwise instructed by SD) and any obligations for compliance is the Customer's responsibility.

5. USE OF AND ACCESS TO THE SERVICES.

5.1 Use and Access. Subject to the terms and conditions of this Agreement, for the duration of the term of this Agreement, SD hereby grants Customer a non-exclusive, non-transferable, non-sublicense able (except to the extent required to exercise rights under Section 5.1(ii)), revocable license in the Services solely to: (i) use and access the Services for internal purposes; and (ii) use the Services to create, offer and provide services created by Customer for access and use by Customer's visitors and end users ("Customer Offering"). Customer may access the Services via the online links, or via a Programmatic Interface that SD provides to Customer. SD may modify the Services, its links or Programmatic Interfaces at any time, or may transition to new Programmatic Interfaces. This Agreement shall supersede any license terms included with the Services.

6. CUSTOMER OBLIGATIONS AND REPRESENTATIONS AND WARRANTIES.

6.1 Obligations. Customer agrees to do each of the following: (i) comply with all applicable laws, rules and regulations, including those regarding data privacy, copyright, and export control, and the terms of this Agreement; (ii) pay the fees for the Services when due; (iii) use reasonable security precautions for providing access to the Services by its employees or other individuals to whom Customer provides access including private keys and other security options; (iv) cooperate with SD's reasonable investigation of outages, security problems, and any suspected breach of this Agreement; (v) comply with all license terms or terms of use for any software, content, service or website (including Content) (whether made available to Customer through the Services by SD or a third party) Customer uses or accesses when using the Services; (vi) give SD true, accurate, current, and complete information ("Account Information") when establishing Customer's account associated with the Services; (vii) keep Customer's billing contact and other Account Information up to date; (viii) be responsible for the use of the Services or Customer Offering by

Customer, Service Users, any person to whom Customer has given access to the Content or Services, and any person who gains access to Customer's Content or the Services; (ix) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and immediately notify SD of any known or suspected unauthorized use of Customer's account, the Services, or any other breach of security; (x) unless expressly authorized by SD, use the most current version of the Services or any portion thereof;

6.2 **Representations and Warranties.** Customer represents and warrants it has the full power and authority to enter into this Agreement and to grant SD the rights granted herein. Customer represents and warrants that the Content does not and shall not violate or infringe any intellectual property right of any third party.

6.3 **Confidentiality.** Customer agrees not to use SD's Confidential Information except in connection with Customer's authorized use of the Services. Customer agrees not to disclose SD's Confidential Information to any third person or party for a period of five (5) years following the termination or expiration of this Agreement except where the Confidential Information: (i) was in Customer's possession prior to receipt from SD; (ii) is publicly known or readily ascertainable by proper means; (iii) is rightfully received by Customer from a third party without a duty of confidentiality; (iv) is disclosed by SD to a third party without a duty of confidentiality on the third party; (v) is independently developed or learned by Customer; or (vi) is disclosed by Customer with SD's prior written approval. Customer will provide reasonable prior notice to SD and will request a protective order if Customer is required to reveal the Confidential Information under a subpoena, court order or other operation of law.

7. FEES AND TAXES.

7.1 **Fees.** Customer agrees to pay the fees charged by SD and comply with the payment procedures and terms found in the Customer's Order with SD.

7.2 **Taxes.** Unless otherwise stated, SD's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its use of Services, excluding taxes based solely on SD's net income or property. If SD has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 7.2, the appropriate amount shall be invoiced to and paid by Customer, unless advised by SD.

8. INTELLECTUAL PROPERTY.

8.1 **Content.** Customer hereby grants and agrees to grant to SD, under all intellectual property rights embodied in the Content, a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to use, import, distribute, modify and distribute modifications of, perform, create and distribute derivative works of, copy, and display Content, solely in connection with SD's provision of Services (including support of Services) to Customer. The license granted in this Section 8.1 includes the right of SD to sublicense its subsidiaries and affiliates and any third parties providing all or part of the Services on behalf of SD to achieve the foregoing.

8.2 **Trademarks.** Customer hereby grants and agrees to grant to SD a non-exclusive, irrevocable, worldwide, royalty-free, fully paid-up license to use Customer's trademarks, marks, logos or trade names as provided in the Content, solely in connection with SD's provision of Services (including support of Services) to Customer. The license granted in this Section 8.2 includes the right of SD to sublicense its subsidiaries and affiliates and any third parties providing all or part of the Services on behalf of SD to achieve the foregoing.

8.3 **Feedback.** SD shall own all right, title and interest in and to the Feedback. Customer hereby irrevocably assigns to SD all right, title, and interest in and to the Feedback and agrees to provide SD with any assistance SD may request to document, perfect, and maintain SD's rights in the Feedback.

9. TERM, SUSPENSION AND TERMINATION.

9.1 **Term.** The term of this Agreement shall commence on the date that SD first accepts Customer's Order and shall continue until terminated as provided in this Section 9.

9.2 **Suspension.** SD may suspend provision of Services to Customer without liability if: (i) SD reasonably believes that the Services are being used (or have been or will be used) by Customer in violation of this Agreement; (ii) Customer does not cooperate with SD's investigation of any suspected violation of this Agreement; (iii) SD believes that Services provided to Customer have been accessed or manipulated by a third party without Customer's consent or in violation of this Agreement; (iv) SD reasonably believes that suspension of the Services is necessary to protect SD's network, SD's other customers, or others in general; (v) a payment for the Services is overdue by more than thirty (30) days; (vi) the continued use of the Services by the Customer may adversely impact the Services or the systems or content of SD or any other SD customer; (vii) SD reasonably believes that the use of the Services by Customer may expose SD, its affiliates, or any third party to liability; or (viii) suspension is required by law. SD will give Customer reasonable advance notice of

a suspension under this Section 9.2 and a chance to cure the grounds on which the suspension are based, unless SD determines, in SD's reasonable commercial judgment, that either suspension on shorter or contemporaneous notice or immediate suspension without notice is necessary to protect SD, its other customers, or any third party from operational, security, or other risk or the suspension is ordered by a court or other judicial body. If the suspension was based on Customer's breach of Customer's obligations under this Agreement, then SD may continue to charge Customer the fees for the Services during the suspension, and may charge Customer a reasonable reinstatement fee upon reinstatement of the Services, which shall be at SD's sole discretion.

9.3 ***Termination for Convenience.*** Customer may terminate this Agreement for convenience at any time. If Customer terminates this Agreement for convenience, Customer shall pay SD all amounts that would be due within forty-five (45) days after such termination.

9.4 *Intentionally left blank*

9.5 ***Termination for Breach.*** SD may terminate this Agreement if: (i) SD discovers that the information Customer provided to SD about Customer's proposed use of the Services was materially inaccurate or incomplete; (ii) if Customer is an individual and was not at least 18 years old or otherwise did not have the legal capacity to enter into this Agreement at the time Customer submitted the Order for Services, or if Customer is an entity or fiduciary, the individual submitting the Order for Services for Customer or the end user did not have the legal right or authority to enter into this Agreement on behalf of the person represented to be the customer; (iii) Customer payment of any invoiced amount is overdue, and Customer does not pay the undisputed overdue amount within thirty (30) days of SD's written notice; (iv) Customer uses the Services in violation of this Agreement and fails to remedy the violation within thirty (30) days of SD's written notice; (v) Customer uses the Services in violation of this Agreement and, in SD's reasonable commercial judgment, termination is necessary to protect SD, its other customers, or any third party from operational, security, or other risk; (vi) Customer's account has been suspended for thirty (30) days or more; or (vii) Customer fails to comply with any other provision of this Agreement and does not remedy the failure within thirty (30) days of SD's notice to Customer describing the failure. SD will give Customer written notice of termination under this Section 9.5 unless SD determines, in SD's reasonable commercial judgment, that immediate termination without notice is necessary to protect SD, its other customers, or any third party from operational, security, or other risk. Customer may terminate this Agreement for breach upon written notice to SD if SD materially fails to meet any other obligation stated in this Agreement and does

not remedy that failure within thirty (30) days of Customer's written notice describing the failure.

9.6 **Access to Data.** At SD's sole discretion, Customer may not have access to Content stored in the Services during a suspension, and SD shall not be liable to Customer for any damages or losses Customer may incur as a result of such suspension. Unless SD determines otherwise, or Customer requests deletion of Content, Customer can request in writing to SD (subject to SD approval) for access to Content following termination or expiration of this Agreement and SD shall not be liable to Customer for any damages or losses Customer may incur as a result of not having access to Content.

9.7 **Effect of Termination.** Upon expiration or termination of this Agreement, Customer must discontinue use of the Services and all links provided by SD in connection with the Services should be relinquished by the Customer and any other materials provided to Customer by SD in connection with the Services. Customer must also return or, at SD's request, destroy any portion of the Services in Customer's possession. SD will have no obligation to provide any transition services or access to data except as expressly stated in Section 9.6 above.

9.8 **Survival.** All provisions that by their nature are intended to survive expiration or termination of this Agreement shall survive expiration or termination of this Agreement.

10. UNAUTHORIZED ACCESS TO CONTENT OR USE OF THE SERVICES OR CUSTOMER OFFERING. SD is not responsible to Service Users or any third party for unauthorized access to Service User's Content or the unauthorized use of the Services or Customer Offering by a third party.

11. DISCLAIMERS. SD does not promise that the Services will be uninterrupted, error-free, or completely secure. Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of SERVICE USER'S privacy, confidential information, Content, and/or property. SD has no obligation to provide security other than as stated in this Agreement. To the extent permitted by law, SD disclaims any and all warranties, statutory or otherwise, not expressly stated in this Agreement, including the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement. Customer is solely responsible for the suitability of the services chosen. The Services are provided "AS IS". Any voluntary ACTIVITIES SD may perform for Customer at Customer's request and without any additional charge are provided "AS IS".

12. INDEMNIFICATION. If SD, SD employees, agents, affiliates, subsidiaries, or suppliers (the “SD Indemnitees”) are faced with a legal claim by a third party arising out of Service User’s actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by this Agreement, misappropriation or infringement of a third party’s intellectual property right, or violation of this Agreement (“Third Party Claim”), then Customer will pay the cost of defending the claim (including reasonable attorney fees) and any damages, award, fine, settlement, or other amount (“Losses”) that is imposed on the SD Indemnitees as a result of the claim. Customer will hold SD harmless from and against any and all Losses arising out of or in connection with any Third Party Claim. Customer’s obligations under this Section 12 include claims arising out of the acts or omissions of Customer employees, any other person to whom Customer has given access to the Services, Customer Offering and/or Content, and any person who gains access to the Services, Customer Offering and/or Content as a result of Customer’s failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Customer

In connection with any Third Party Claims pursuant to this Section 12, SD will (i) give Customer prompt written notice of such claim; and (ii) cooperate reasonably with Customer (at Customer’s expense) in providing information in connection with Customer’s payment of the defense of such claim and Losses arising out of such claim.

13. LIMITATION ON DAMAGES. IN NO EVENT WILL SD’S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNT CUSTOMER PAID TO SD UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. TO THE FULLEST EXTENT PERMITTED UNDER LAW, SD WILL HAVE NO OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LIABILITIES (INCLUDING LOST PROFITS, LOSS OF INCOME, REVENUE, GOODWILL, REPUTATION OR SAVINGS, LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA OR SOFTWARE RESTORATION), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES, ARISING WITH RESPECT TO: (i) USE OR INABILITY TO USE THE SERVICES OR CUSTOMER OFFERING; (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (iii) UNAUTHORIZED ACCESS TO, ALTERATION OF, OR DELETION, DAMAGE, DESTRUCTION OR LOSS OF SERVICE USERS’ CONTENT, DATA, OR TRANSMISSIONS BY THIRD PARTIES; AND/OR (iv) ANY OTHER MATTER

RELATING TO THE SERVICE, THE CUSTOMER OFFERING, OR ARISING UNDER THIS AGREEMENT.

14. THIRD PARTIES. SD will provide support only to Customer and not to any other person Customer authorizes to use the Services. There are no third party beneficiaries to this Agreement, meaning that third parties do not have any rights against either SD or Customer under this Agreement.

15. MISCELLANEOUS.

15.1 *Changes to this Agreement.* SD may modify this Agreement at SD's sole discretion. Any such modified Agreement shall be notified via electronic email and/or posted or linked to SD website. Customer's continued use of the Services shall constitute acceptance of such modified Agreement.

15.2 Intentionally left blank

15.3 *Notices.* Customer routine communications regarding the Services should be sent to Customer's SD account team via electronic mail. If Customer wants to give SD a notice regarding termination of this Agreement for breach, indemnification, or other non-routine legal matter, Customer should send it by electronic mail and post mail to:

ServiceDott Pte Ltd
1 Gateway Drive,
#07-01 Westgate, Tower,
Singapore 608531
Care of: ServiceDott Support

SD's routine communications regarding the Services and legal notices will be sent to the individual(s) Customer designates as Customer contact(s) on Customer's account either by electronic mail, United States mail, or overnight courier, except that SD may give notice of an amendment to or new version of this Agreement by posting the notice on Customer SD Cloud control panel. Notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, as of the beginning of the first Business Day following the time delivered. For purposes of

counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

15.4 **Export laws.** SD reserves the right to locate the infrastructure for providing the Services in any country or location permitted under applicable laws and regulations. If Customer chooses to use these Services, the Customer do so on their own initiative and are responsible for compliance with all applicable laws and regulations, and for obtaining required export and import authorizations, where applicable. Customer may not, in violation of applicable laws and regulations, transfer, or authorize the transfer, of any Services.

15.5 **Assignment/Subcontractors.** Customer may not assign Customer rights and/or delegate Customer obligations under this Agreement without SD's prior written consent. This Agreement will be binding on and inure to the benefit of Customer's and SD's respective permitted successors and permitted assigns. However, SD may use third party service providers or any affiliate or subsidiary to perform all or any part of the Services.

15.6 **Force Majeure.** Neither SD nor Customer will be in violation of this Agreement if the failure to perform the obligation is due to an event beyond either party's control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

15.6 **Governing Law, Lawsuits.** This Agreement is governed by the laws of the Singapore, as applicable. Exclusive venue for all disputes arising out of this Agreement shall be in Singapore, and the parties each agree not to bring an action in any other venue. Customer waives all objections to this venue and agrees not to dispute personal jurisdiction or venue in these courts. Each party agrees that it will not bring a claim under this Agreement more than 12 month(s) after the time that the claim accrued.

15.7 **Some Agreement Mechanics.** This Customer Agreement may have been incorporated into Customer Order by reference to a page on the SD website. SD may reject any Order in SD's sole discretion. SD's provisioning of the Services shall be deemed SD's acceptance of the Order.

If there is a conflict between the terms of the Customer Agreement, the AUP, or the Order, the documents will govern in the following order: Customer Agreement, the Acceptable Use Policy, and the Order. If any part of this Agreement is found unenforceable by a court or other tribunal, the rest of this Agreement will nonetheless continue in effect, and the parties agree that any court or other tribunal

may reform the unenforceable part if it is possible to do so consistent with the material economic incentives of the parties resulting in this Agreement. The captions in this Customer Agreement are for convenience only and are not part of this Customer Agreement. The use of the word “including” in this Customer Agreement shall be read to mean “including without limitation.”

15.8 ***Relationship of the Parties.*** The parties’ relationship is that of independent contractors and not business partners. Neither of the parties is the agent for the other, and neither party has the right to bind the other on any agreement with a third party.

15.9 ***No Waiver.*** SD’s failure to exercise or delay in exercising any of its rights under this Agreement will not constitute a waiver, forfeiture, or modification of such rights. SD’s waiver of any right under this Agreement will not constitute a waiver of any other right under this Agreement or of the same right on another occasion. SD’s waiver of any right under this Agreement must be in writing.

15.10 ***Severability.*** If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The remaining provisions of this Agreement will remain in full force and effect.