



# SAAS SOFTWARE LICENSE AGREEMENT

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This SaaS Software License Agreement (the “Agreement”) is effective on the date documented in “Schedule A - Executed Order Form”, between the Company and the Client.

WHEREAS, the Company is offering the subscription of its cloud-based Software to the Client, subject to certain consideration;

WHEREAS, the Client wishes to subscribe to the Software of the Company;

## NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### 1. DEFINITIONS

- 1.1 **“Authorized Users”** shall mean the Client, its employees who are authorized by the Client to use the application/Software, Services and the Documentation.
- 1.2 **“Business Day”** shall mean any day which is not a Saturday, Sunday or public holiday.
- 1.3 **“Client Data”** shall mean the Client’s business data shared by the Client, Authorized Users on the Company’s Software solution via data integration, migration methods or manual data entry method for the purpose of using the Services.
- 1.4 **“Confidential Information”** shall mean information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 8 of this Agreement.
- 1.5 **“Documentation”** shall mean the document made available to the Client, Authorized Users by the Company in regard to the Software which sets out a description of the Services and the user instructions for the Services.
- 1.6 **“Order Form”** shall mean the order form which shall detail the various Services that will be provided as a part of the subscribed Services, various payment details for the Services and the support and maintenance to be provided by the Company.
- 1.7 **“Software”** shall mean online software application provided as a part of the Services.
- 1.8 **“Software as a Services (SaaS)”** shall mean the Subscription Services provided by the Software solution to the Client under this Agreement, as more particularly described in **clause 3** of this Agreement.
- 1.9 **“Virus”** shall mean any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.



## **2. SERVICES AND SUBSCRIPTION TERM**

- 2.1 The Company provides a cloud-based Software that provides the Client with the Service as mentioned in “Schedule A - Executed Order Form,” attached to the present Agreement.
- 2.2 The Company has agreed to provide the Client with certain proprietary, web-based Services (the “Subscribed Services”), which enable the Client’s access to and use of certain proprietary Company Software (the “Company Software”).
- 2.3 During the Subscription Term, the Client will receive a nonexclusive, non-assignable, royalty-free, worldwide right to access and use the SaaS Services solely for its internal business operations, subject to the terms of this Agreement and up to the number of Authorized Users documented in Schedule A.
- 2.4 The Client acknowledges that this Agreement is an SaaS Agreement, and the Company will not be delivering copies of the Software to the Client as part of the SaaS Services.
- 2.5 By subscribing to cloud-based Software, the Client subscribes to annual subscription/use of the Company’s Service. Post the expiration of the annual subscription/use, the present Agreement shall be renewed based on the terms documented in Schedule A.
- 2.6 The Services shall commence from the date of signing of this Agreement and shall continue to remain in force until the expiration of the Term of the Agreement. At the expiration of the said period, the parties shall mutually decide upon the renewal of the Services and at such terms as decided between the parties at the time of renewal.

## **3. SERVICES AND SUBSCRIPTION TERM**

- 3.1 The details of the Subscription Fees are listed in Schedule A - Executed Order Form, attached to the present Agreement.
- 3.2 The Subscription Fees shall be paid in advance. The details of the advance payments are also listed in “Schedule A,” attached to the present Agreement.
- 3.3 All payments made hereunder shall be in USD Currency.
- 3.4 All payments made hereunder shall be non-cancellable and non-refundable.
- 3.5 All payments are inclusive of set-up fees, hosting fees, and user fees.
- 3.6 The Client’s right to access and use the Subscribed Services is contingent on the timely payment of all fees and charges due under the Agreement. In the event the Client fails to pay any fees or charges when due, the Company may, in its discretion, suspend or terminate any Subscribed Services hereunder in accordance with Section 13. The Client shall be liable and responsible for the payment of all taxes incurred by the Client because of the Client’s receipt and use of the Subscribed Services or otherwise due because of this Agreement. The Client shall pay all such taxes and duties, customs fees, and similar charges directly to the appropriate taxing authority.

## **4. CLIENT DATA**

- 4.1 The Client shall own all rights, title, and interest in and to the entire Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.
- 4.2 The Company shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Client Data available at <https://komunidad.asia/terms-and->

conditions/ or such other website address as may be notified to the Client from time to time, as such document may be amended from time to time by the Company in its sole discretion.

- 4.3 The Client shall ensure that the Client is entitled to transfer the relevant personal data to the Company so that the Company may lawfully use, process, and transfer the personal data in accordance with this Agreement on the Client's behalf.
- 4.4 The Client shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.
- 4.5 The Software shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Client from time to time.
- 4.6 Each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction, or damage.
- 4.7 Subject to the terms and conditions of this SaaS Agreement, the Client shall grant to the Company a limited, non-exclusive, and non-transferable license, to copy, store, configure, perform, display and transmit Client Data solely as necessary to provide the SaaS Services to the Client.

## **5. OBLIGATIONS OF THE COMPANY**

- 5.1 The Company undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 5.2 The undertaking in clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Company's instructions, or modification or alteration of the Services by any party other than the Company or the Company's duly authorized contractors or agents. If the Services do not conform with the foregoing undertaking, the Company will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, the Company:
  - 5.2.1 does not warrant that the Client's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements; and
  - 5.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and the Client acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.3 This Agreement shall not prevent the Company from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 5.4 The Company warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

5.5 The Company warrants that it is hosted on a secure and well-maintained cloud platform. The Company performs automated database backups overnight.

## **6. OBLIGATIONS OF CLIENT**

6.1 The Client shall:

6.1.1 provide the Company with all necessary co-operation in relation to this Agreement;

6.1.2 provide the Company with all necessary information as may be required by the Company;

6.1.3 comply with all applicable laws and regulations with respect to its activities under this Agreement;

6.1.4 carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance, as agreed by the parties, the Company may adjust any agreed timetable or delivery schedule as is reasonably necessary;

6.1.5 obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Company, its contractors and agents to perform their obligations under this Agreement, including, without limitation, the Services;

6.1.6 ensure that its network and systems comply with the relevant specifications provided by the Company from time to time; and

6.1.7 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Company's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the Internet.

6.2 The Client shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

6.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

6.2.2 facilitates illegal activity;

6.2.3 depicts sexually explicit images;

6.2.4 promotes unlawful violence;

6.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, or disability;

6.2.6 causes damage or injury to any person or property.

6.2.7 The Company reserves the right, without liability to the Client, to disable the Client's access to any material that breaches the provisions of this clause.

6.3 The Client shall not, except as may be allowed by any applicable law which is incapable of exclusion, by agreement between the parties and except to the extent expressly permitted under this Agreement:

- 6.3.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
  - 6.3.2 attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Software; or
  - 6.3.3 access all or any part of the Services and Documentation to build a product or service which competes with the Services and/or the Documentation; or
  - 6.3.4 use the Services and/or Documentation to provide services to third parties; or
  - 6.3.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorized Users; or
  - 6.3.6 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this agreement.
- 6.4 The Client shall take reasonable steps to prevent unauthorized access to the Software, including, without limitation, by protecting its passwords and other log-in information. The Client shall notify the Company immediately of any known or suspected unauthorized use of the Company's Software or breach of its security and shall use best efforts to stop said breach.
- 6.5 The Client shall not: (a) cause or permit decompilation, reverse assembly or reverse engineering of all or any portion of the Subscribed Services or the Company Software; (b) copy any ideas, features, functions or graphics of the Subscribed Services or the Company Software or modify or make derivative works based upon the Subscribed Services or the Company Software; (c) delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Subscribed Services or the Company Software; or (d) directly or indirectly, sublicense, relicense, distribute, disclose, use, rent or lease the Subscribed Services or the Company Software, or any portion thereof, for third party use, third party training, facilities management or time-sharing, or use as an application service provider or service bureau.
- 6.6 Use of the Internet: The Client understands and acknowledges that the Internet and communications over the Internet may not be secure, and that connecting to the Internet provides the opportunity for unauthorized access to computer systems, networks, and all data stored therein. The information and data transmitted through the Internet or stored on any equipment through which Internet information is transmitted may not remain confidential, and the Company makes no representation or warranty regarding privacy, security, authenticity, non-corruption or destruction of any such information. Use of any information transmitted or obtained over the Internet is at the Client's own risk, and the Company shall not be responsible to the Client for any adverse consequence or loss whatsoever from use of the Internet.
- 6.7 Client Data and Information: The Client shall be solely responsible for the accuracy, quality, integrity, legality, reliability, timeliness, appropriateness, and intellectual property ownership and right to use all of the data and information (including, but not limited to, with respect to any personally identifying information) the Client processes, uses and transmits through the Subscribed Services, and the Company shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store Client's data or information for any reason. The Company reserves the right to purge and delete all of the Client's data and information, if any, in its possession, upon the termination or expiration of this Agreement.
- 6.8 In the Client's use of the Company's Software, the Client shall comply with all applicable laws, including, without limitation, laws governing the protection of personally identifiable information

and other laws applicable to the protection of Client Data and will ensure that the Services provided by the Company are used in conformity with all applicable laws and regulations and third-party rights. The Client will not use the Services in any manner that violates any data protection statute, regulation, or similar law. The rights provided under this clause are granted to the Client only and shall not be considered granted to any subsidiary or holding company of the Client.

## **7. PROPRIETARY RIGHTS**

- 7.1 The Client acknowledges and agrees that the Company owns all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.
- 7.2 The Company confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 7.3 Except as specified herein, the Client does not acquire any rights, express or implied, in the Subscribed Services or the Company Software, and the Client has no right to commercialize or transfer the Subscribed Services or the Company Software, in whole or in part. No license, right or Intellectual Property Right in any of the Company trademark, trade name or service mark is granted pursuant to this Agreement. For purposes of this Agreement, “Intellectual Property Rights” means, on a worldwide basis, any and all (a) rights associated with works of authorship, including, without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (b) trademark, service mark and trade name rights and any similar rights recognized under applicable law; (c) trade secret rights and rights in confidential information; (d) patents and patentable rights; (e) all rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other industrial and Intellectual Property Rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (g) all international, national, foreign, state and local registrations, applications for registration and any renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and re-examinations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions).

## **8. CONFIDENTIAL INFORMATION**

- 8.1 Each and any party (“Disclosing Party”) may disclose or grant to any other party (“Receiving Party”) access to information that the Disclosing Party considers confidential or proprietary (“Confidential Information”). Confidential Information, as used in this Agreement, shall mean any information or data which (a) if in tangible form or other media can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, (b) if oral or visual, is identified as proprietary, confidential, or private at the time of disclosure, or (c) is of a nature or is disclosed under circumstances such that a reasonable person would consider it confidential.
- 8.2 A Disclosing Party's Confidential Information shall not include information that (a) is or becomes part of the public domain through no act or omission of a Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party from the Disclosing Party; (c) is disclosed to the Receiving Party by a third party

not known to the Receiving Party, following reasonable inquiry, to be subject to an obligation of non-disclosure with respect to such information; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

- 8.3 The Receiving Party agrees to hold in confidence and not to disclose or reveal to any person or entity the Disclosing Party's Confidential Information, and not to use the Disclosing Party's Confidential Information for any purpose other than in connection with the parties' discussions regarding, and performance of, a transaction. Without limiting the generality of the foregoing, the Receiving Party shall not disclose Confidential Information of the Disclosing Party to any of the Receiving Party's employees or agents, except those employees or agents who are required to have such Confidential Information to participate in the parties' discussions regarding, or performance of, a transaction, and who are under a written obligation of confidentiality or nondisclosure to the Receiving Party. The Receiving Party agrees to take commercially reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees in breach of this Agreement, including, but not limited to, advising each permitted employee to whom Confidential Information is disclosed of his/her obligations regarding confidentiality and non-use of such information. The Receiving Party shall be fully responsible for any breach of this Agreement by its employees. The Receiving Party may disclose Confidential Information of the Disclosing Party if required by law or judicial, arbitral or governmental order or process, provided the Receiving Party gives the Disclosing Party prompt written notice of such requirement, reasonably co-operates (at the Disclosing Party's expense) with the Disclosing Party's efforts to obtain a protective order or other appropriate relief, and discloses only the Confidential Information required to be disclosed under such law, order or process.
- 8.4 The parties agree to return to each other, or to destroy upon written request of the other party, any and all Confidential Information received pursuant to this Agreement, together with all copies that may have been made, promptly upon request of the other party, or, if not requested earlier, upon completion of the transaction or termination of this Agreement. Upon destruction of Confidential Information or any copies thereof, the party accomplishing such destruction shall certify in writing to the other party that such destruction has occurred.
- 8.5 The Receiving Party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Agreement and that such breach would cause irreparable harm to the Disclosing Party. The Disclosing Party shall thus be entitled to seek immediate injunctive relief, in addition to whatever other remedies it might have at law or in equity, in the event of an actual or threatened breach of this Agreement by the Receiving Party.
- 8.6 Confidential Information shall remain the sole and exclusive property of the Disclosing Party. No patent, copyright, trademark, or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given for the Confidential Information disclosed under this Agreement.

## **9. INDEMNITY**

- 9.1 Indemnification by the Company: If a third party makes a claim against the Client that the SaaS Services infringes any patent, copyright or trademark, or misappropriates any trade secret, or that the Company's negligence or wilful misconduct has caused bodily injury or death, the Company shall defend the Client and its directors, officers and employees against the claim at the Company's expense, and the Company shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by the Company, to the extent arising from the claim. The Company shall have no liability for any claim based on (a) the Client content, (b) modification of the SaaS Services not authorized by the Company, or (c) use of the SaaS Services other than in

accordance with the Documentation and this SaaS Agreement. The Company may, at its sole option and expense, procure for the Client the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to the Client any amount paid by the Client with respect to the Subscription Term following the termination date.

- 9.2 Indemnification by the Client: If a third party makes a claim against the Company that the Client content infringes any patent, copyright or trademark, or misappropriates any trade secret, the Client shall defend the Company and its directors, officers and employees against the claim at the Client's expense, and the Client shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by the Client, to the extent arising from the claim.
- 9.3 Conditions for Indemnification: A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defence and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information, and authority reasonably requested by the other party in the defence and settlement of the claim.
- 9.4 Clause 9 shall survive termination of this Agreement.

## **10. LIMITATION OF LIABILITY**

- 10.1 In no event shall the Company, its employees, agents, and subcontractors be liable to the Client to the extent that the alleged infringement is based on:
- 10.1.1 a modification of the Services or Documentation by anyone other than the Company; or
  - 10.1.2 the Client's use of the Services or Documentation in a manner contrary to the instructions given to the Client by the Company; or
  - 10.1.3 the Client's use of the Services or Documentation after notice of the alleged or actual infringement from the Company or any appropriate authority.
- 10.2 This clause sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Company in respect of:
- 10.2.1 any breach of this Agreement;
  - 10.2.2 any use made by the Client of the Services and Documentation or any part of them; and
  - 10.2.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 10.3 Except as expressly and specifically provided in this Agreement:
- 10.3.1 the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use. The Company shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Company by the Client in connection with the Services, or any actions taken by the Company at the Client's direction;
  - 10.3.2 all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law, are, to the fullest extent permitted by applicable law, excluded from this Agreement; and



- 10.3.3 the Services and the Documentation are provided to the Client on an "as is" basis.
- 10.4 The Company shall not be liable to the Client, whether in tort (including for [negligence or] breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.
- 10.5 The Company's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees paid for the User Subscription immediately preceding the date on which the claim arose.

## **11. TERMINATION**

- 11.1 The present Agreement shall be effective for a period of 12 months and shall be automatically renewed after the expiry date if the Client does not provide a termination notice of at least 30 days prior to the expiration.
- 11.2 Suspension for Ongoing Harm: The Company reserves the right to suspend delivery of the SaaS Services if the Company reasonably concludes that the Client or an Authorized User's use of the SaaS Services is causing immediate and ongoing harm to the Company or others. In the extraordinary case that the Company must suspend delivery of the SaaS Services, the Company shall immediately notify the Client of the suspension and the parties shall diligently attempt to resolve the issue. The Company shall not be liable to the Client or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this section.
- 11.3 If this Agreement terminates:
- 11.3.1 the rights granted by the Company to the Client shall cease immediately (except as set forth in this section).
- 11.3.2 Upon termination of this SaaS Agreement or expiration of the Subscription Term, the Company shall immediately cease providing the SaaS Services, and all usage rights granted under this SaaS Agreement shall terminate.
- 11.3.3 If the Company terminates this SaaS Agreement due to a breach by the Client, then the Client shall immediately pay to the Company all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination.
- 11.3.4 Upon termination of this SaaS Agreement and upon subsequent written request by the Disclosing Party, the Receiving Party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the Receiving Party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.
- 11.4 Intellectual Property Rights, fees and payments, effects of termination, indemnification, disclaimers, limitation of liability, disputes and miscellaneous clauses shall survive expiration or termination of this Agreement.

## **12. RESTRICTIONS**

- 12.1 The Client shall not, and shall not permit anyone to: (a) copy or republish the SaaS Services or Software, (b) make the SaaS Services available to any person other than Authorized Users, (c) use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties, (d) modify or create derivative works based upon the SaaS Services or Documentation, (e) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software used to provide the SaaS Services or in the Documentation, (f) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law, or (g) access the SaaS Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, the Company shall own all right, title and interest in and to the Software, Services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and Intellectual Property Rights therein. The Client agrees to assign all right, title and interest it may have in the foregoing to the Company.

## **13. GOVERNING LAW**

- 13.1 This Agreement shall be governed by and construed and enforced in accordance with the internal laws of SINGAPORE and shall be binding upon the parties hereto in SINGAPORE and worldwide. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any federal or state court within SINGAPORE in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein and agrees that process may be served upon it in any manner authorized by the laws of SINGAPORE for such persons and waives and covenants not to assert or plead any objection that they might otherwise have to jurisdiction, venue and such process. Each party agrees not to commence any legal proceedings based upon or arising out of this Agreement or the matters contemplated herein (whether based on breach of contract, tort, breach of duty or any other theory) except in such courts.

**14. SUCCESSORS**

- 14.1 Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon the parties hereto and their respective successors, assigns, heirs, executors and administrators.

**15. ENTIRE AGREEMENT**

- 15.1 This Agreement, the exhibits and schedules hereto, the Related Agreements and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof, and no party shall be liable for or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements, except as specifically set forth herein and therein.

**16. SEVERABILITY**

- 16.1 In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**17. AMENDMENT AND WAIVER**

- 17.1 This Agreement may be amended or modified, and the rights under the Agreement may be waived, only upon the written consent of each other.

**18. NOTICES**

- 18.1 All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail, telex or facsimile if sent during normal business hours of the recipient, if not, then on the next Business Day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

**19. COSTS AND ATTORNEYS' FEES**

- 19.1 In the event that any action, suit or other proceeding is instituted based upon or arising out of this Agreement or the matters contemplated herein or any other matter relating to the present Agreement, the prevailing party shall recover all of such party's costs (including, but not limited to expert witness costs) and reasonable attorneys' fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions therefrom.

**20. TITLES AND SUBTITLES**

- 20.1 The titles of the sections and subsections of the Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

**21. COUNTERPARTS**

21.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**22. PRONOUNS**

22.1 All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular, or plural, as the identity of the parties hereto may require.

**23. DISCLAIMER**

23.1 The sources of meteorological, environmental, natural disaster and other scientific data collected by the software are coming from reliable public and private sources. The data collection and use of this information is according to the globally accepted rules of science & technology and industry best practices. Information collected by the Software shall not be taken as official data. Information broadcasted and distributed by Government Agencies remains as official data. The Company shall not be responsible for the private use and reliance of its information.

This Agreement shall be construed and enforced in accordance with the laws of SINGAPORE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**THE COMPANY****KOMUNIDAD GLOBAL PTE LTD**

1 Phillip Street #05-01, Royal One Phillip Singapore 048692  
info@komunidad.co

FELIX AYQUE – PRESIDENT & CEO

**THE CLIENT**



## SCHEDULE A. ONLINE PURCHASE AT KOMUNIDAD MARKETPLACE

### PRODUCTS & SERVICES

This SaaS Software License Agreement (the “Agreement”) is effective on the date of the successful online purchase of the Client. You agree that by processing your order online using the <https://komunidad.co> or <https://komunidad.asia> website order facility, you have read, understood, and agreed to be bound by the terms of use; product features, conditions and service level of the product & service you have chosen which is documented in your order form and payment receipt. IF YOU DO NOT AGREE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE PRODUCT AND SERVICE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

### SERVICE LEVEL

**Service Availability.** The Service shall have an uptime rate of 98.5%. The uptime rate of 98.5% shall not apply to performance issues caused by the following: Slowdown or unavailability of Client’s Internet service provider; acts or omission of Client (unless undertaken at the express direction of the Company or third parties beyond the control of the Company); a result of Client equipment or third-party computer hardware, software, or network infrastructure not within the sole control of the Company; anything outside of the direct control of the Company; force majeure events as described in the terms of agreement; and scheduled software maintenance of the Company or its Partners.

**Service Maintenance.** The Service maintenance shall be performed on the basis of the following schedule:

**Planned & Preventive Maintenance.** Time allotted for maintenance work is excluded when calculating this availability. Maintenance work by the Company is usually carried out during periods of low traffic and Client will be informed appropriately, in as much as this affects the availability of the Services.

**Emergency Maintenance.** These change controls happen immediately with little notification ahead of time; however, Company will send information to customers soon after or during the change.

**Service Level.** All support requests shall be sent to [support@komunidad.co](mailto:support@komunidad.co) or online customer form available at website <https://komunidad.co>. The Client shall be provided with the support as per the defined levels in the following table:

Level	Overview	Response Time	Support Type
P1: (Critical)	Interruption to critical processes affecting several users; no workaround available. The Customer needs immediate resolution.	Within 4 hours	Email & Phone
P2: (High)	Interruption to critical processes affecting individual users; no workaround available. The Customer needs immediate resolution.	Within 4 hours	Email
P3: (Medium)	Interruption to Customer’s work; workaround likely available. The Customer does not need immediate resolution.	Within 1 Business Day	Email
P4: (Low)	No hindrance to Customer’s work; workaround is available. The Customer does not need immediate resolution.	Within 2 Business Days	Email