

Software as a Service - Terms & Conditions

Please read these terms and conditions carefully, as they set out our and your legal rights and obligations in relation to Doxa platform and services. You will be asked to agree to these terms and conditions before becoming a Customer. The current electronic version of the terms and conditions are published on our website and your continued use of Doxa platform and services constitutes your electronic signature accepting the current terms and conditions.

These terms and conditions are available in the English language only.

AGREEMENT:

1. Definitions and interpretation

1.1. In the Agreement:

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

"Agreement" means the agreement between Doxa and the Customer for the provision of the Platform as a service, incorporating these terms and conditions (including the Schedules) and the Service Agreement, and any amendments to the Agreement from time to time;

"Business Day" means any week day, other than a public holiday in Singapore;

"Business Hours" means between 09:00 and 18:00 Singapore time on a Business Day;

"Charges" means the amounts payable by the Customer to Doxa under or in relation to the Agreement (as set out in Schedule [2]);

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

"Customer" means the customer and its majority-owned affiliates specified in the Service Agreement or Order Form;

"Customer Confidential Information" means

- a. any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to Doxa during the Term that is marked as "confidential", described as "confidential" or should have been understood by Doxa at the time of disclosure to be confidential;
- b. the financial terms and conditions of the Agreement;
- c. the Customer Materials; and
- d. other confidential information;

"Customer Materials" all works and materials and data:

- a. uploaded to, stored on, processed using or transmitted via the Platform by or on behalf of the Customer or by any person or application or automated system using the Customer's account; and
- b. otherwise provided by the Customer to Doxa in connection with the Agreement;

"Defect" means a defect, error or bug having an / a materially adverse effect on the appearance, operation or functionality of the Platform, but excluding any defect, error or bug caused by or arising as a result of:

- a. an act or omission of the Customer, or an act or omission of one of the Customer's employees, officers, agents, counter-parties; or
- b. an incompatibility between the Platform and any other system, application, program or software not specified as compatible in the Service Agreement;

"Effective Date" means the date of execution of the 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 or problems with the internet or a part of the internet, hacker 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);

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

"Minimum Term" means the period specified as such in the Service Agreement.

"Order Form" means the document that incorporates the Service Agreement.

"Permitted Purpose" means use of the Platform in a manner consistent with the Doxa Service being provided under the Agreement;

"Personal Data" has the meaning given to it in the Personal Data Protection Act 2012;

"Platform" means the software platform prefixed with the word Doxa (e.g. "Doxa Connex") that is owned and operated by Doxa, and that will be made available to the Customer as a service via the internet under the Agreement;

"Schedule" means a schedule attached to the Agreement;

"Services" means all the services provided or to be provided by Doxa to the Customer under the Agreement, including the Support Services;

"Service Agreement" means the list and description of services made available by Doxa to the Customer during the order process / agreed between the parties that specifies the identity of the Customer, and other matters relating to the Agreement;

"Support Services" means support and maintenance services provided or to be provided by Doxa to the Customer in accordance with Schedule [1];

"Term" means the term of the Agreement; and

"Upgrades" means new versions of, and updates to, the Platform, whether for the purpose of fixing an error, bug or other issue in the Platform or enhancing the functionality of the Platform.

- 1.2. In the 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.

1.3. The Clause headings do not affect the interpretation of the Agreement.

1.4. The ejusdem generis rule is not intended to be used in the interpretation of the Agreement.

2. Agreement and Term

2.1. The Agreement will come into force on the Effective Date and will continue in force for the Minimum Term of 12 months from the Go Live Date and indefinitely thereafter until unless terminated earlier in accordance with Clause [12].

2.2. First Anniversary of the Agreement is 12 months after Go Live date.

3. The Platform

3.1. Doxa will make available the Platform to the Customer by setting up an account for the Customer on the Platform and providing to the Customer login details for that account as soon as practicable / but within 2 Business Days following the Effective Date.

3.2. Subject to the limitations set out in Clause [3.3] and the prohibitions set out in Clause [3.4], Doxa hereby grants to the Customer a non-exclusive licence to use the Platform for the Permitted Purpose via any standard web browser in accordance with the Agreement during the Term.

The licence granted by Doxa to the Customer under Clause [3.2] is subject to the following limitations:

- a. the Platform may only be used by the employees, agents and counter-parties of the Customer and:
 - i. where the Customer is a company, the Customer's officers;
 - ii. where the Customer is a partnership, the Customer's partners; and
 - iii. where the Customer is a limited liability partnership, the Customer's members;
 - b. the Customer must comply at all times with the terms of the acceptable use policy set out in Schedule [2] and must ensure that all users of the Platform agree to and comply with the terms of that acceptable use policy.
- 3.3. Except to the extent mandated by applicable law or expressly permitted in the Agreement, the licence granted by Doxa to the Customer under this Clause [3] is subject to the following prohibitions:
- a. the Customer must not sub-license its right to access and use the Platform or allow any unauthorised person to access or use the Platform;
 - b. the Customer must not frame or otherwise re-publish or re-distribute the Platform;
 - c. the Customer must not alter or adapt or edit the Platform save as expressly permitted by the Agreement.
- 3.4. For the avoidance of doubt, the Customer has no right to access the object code or source code of the Platform, either during or after the Term.
- 3.5. All Intellectual Property Rights in the Platform shall, as between the parties, be the exclusive property of Doxa.
- 3.6. The Customer shall use all reasonable endeavours to ensure that no unauthorised person will or could access the Platform using the Customer's account.
- 3.7. The Customer must not use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform, or any of the areas of, or services on, the Platform.
- 3.8. The Customer must not use the Platform:
- 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.

4. Support Services and Upgrades

- 4.1. During the Term Doxa will provide the Support Services to the Customer, and may apply Upgrades to the Platform, in accordance with the service level agreement set out in Schedule [1].
- 4.2. Doxa may sub-contract the provision of any of the Support Services without obtaining the consent of the Customer.

5. Customer Materials

- 5.1. The Customer grants to Doxa a non-exclusive licence to store, copy and otherwise use the Customer Materials on the Platform for the purposes of operating the Platform, providing the Services, fulfilling its other obligations under the Agreement, and exercising its rights under the Agreement.
- 5.2. All Intellectual Property Rights in the Customer Materials will remain, as between the parties, the property of the Customer.

- 5.3. The Customer warrants and represents to Doxa that the Customer Materials, and their use by Doxa in accordance with the terms of the Agreement, will not:
- a. breach any laws, statutes, regulations or legally-binding codes;
 - b. infringe any person's Intellectual Property Rights or other legal rights; or
 - c. infringe any person's Intellectual Property Rights or other legal rights; or
- in each case in the applicable jurisdiction of the Customer and under any applicable law and in each case jurisdiction of Doxa in Singapore and under Singapore law.
- 5.4. Where Doxa reasonably suspects that there has been a breach by the Customer of the provisions of this Clause [5], Doxa may:
- a. delete or amend the relevant Customer Materials; and/or
 - d. suspend any or all of the Services and/or the Customer's access to the Platform while it investigates the matter.
- 5.5. Any breach by the Customer of this Clause [5] will be deemed to be a material breach of the Agreement for the purposes of Clause [12].
- 5.6. Doxa shall ensure that the Customer Materials stored and processed by the Platform are stored separately from, and are not co-mingled with, the materials of other customers of Doxa.

6. Charges

- 6.1. Doxa will issue invoices for the Charges to the Customer in accordance with the provisions of the Service Agreement.
- 6.2. All Charges stated in or in relation to the Agreement are stated exclusive of GST, unless the context requires otherwise. GST may be payable by the Customer to Doxa in addition to the principal amounts.
- 6.3. If the Customer does not pay any amount properly due to Doxa under or in connection with the Agreement, Doxa may charge the Customer interest on the overdue amount at the rate of 5% per year which interest will be calculated on a daily rests and may be compounded monthly; and
- 6.4. Doxa may suspend access to the Platform and the provision of the Services if any amounts due to be paid by the Customer to Doxa under the Agreement are overdue by more than 15 days after reasonable effort to contact client to resolve payment.

7. Warranties

- 7.1. The Customer warrants and represents to Doxa that it has the legal right and authority to enter into and perform its obligations under the Agreement.
- 7.2. Doxa warrants and represents to the Customer:
- a. that it has the legal right and authority to enter into and perform its obligations under the Agreement;
 - b. that it will perform its obligations under the Agreement with reasonable care and skill;
 - c. that the Platform will operate without Defects and will perform substantially in accordance with the Agreement (subject to any Upgrades);
 - d. that the Platform will be hosted in accordance with the requirements set out in the Service Agreement, and will be available to the Customer in accordance with the uptime commitments given in Schedule [1];

- e. the Platform (excluding for the avoidance of doubt the Customer Materials) will not infringe any person's Intellectual Property Rights in any jurisdiction and under any applicable law / in Singapore and under Singapore law;
- f. the Platform is and will remain free from viruses and other malicious software programs.

7.3. The Customer acknowledges that:

- a. complex software is never wholly free from defects, errors and bugs, and Doxa gives no warranty or representation that the Platform will be wholly free from such defects, errors and bugs;
- b. Doxa does not warrant or represent that the Platform will be compatible with any application, program or software not specifically identified as compatible in the Service Agreement; and
- c. Doxa will not and does not purport to provide any legal, taxation or accountancy advice under the Agreement or in relation to the Platform and (except to the extent expressly provided otherwise) Doxa does not warrant or represent that the Platform will not give rise to any civil or criminal legal liability on the part of the Customer or any other person.

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

8. Indemnities

- 8.1. The Customer will indemnify and will keep indemnified Doxa against all liabilities, damages, losses, costs and expenses (including legal expenses and amounts paid in settlement of any disputes) suffered or incurred by Doxa and arising as a result of any breach by the Customer of Clause [5.3].
- 8.2. Doxa will indemnify and will keep indemnified the Customer against all liabilities, damages, losses, costs and expenses (including legal expenses and amounts paid in settlement of any disputes) suffered or incurred by the Customer and arising as a result of any breach by Doxa.

9. Limitations and exclusions of liability

- 9.1. Nothing in the Agreement will:
 - a. limit or exclude the liability of a party for death or personal injury resulting from negligence;
 - b. limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
 - c. limit any liability of a party in any way that is not permitted under applicable law; or
 - d. exclude any liability of a party that may not be excluded under applicable law.
- 9.2. The limitations and exclusions of liability set out in this Clause [9] and elsewhere in the Agreement:
 - a. are subject to Clause [9.1];
 - b. govern all liabilities arising under the Agreement or any collateral contract or in relation to the subject matter of the Agreement [or any collateral contract], including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and
 - c. will not limit or exclude the liability of the parties under the express indemnities set out the Agreement.
- 9.3. Doxa will not be liable in respect of any loss of profits, income, revenue, use, production or anticipated savings.
- 9.4. Doxa will not be liable for any loss of business, contracts or commercial opportunities.

- 9.5. Doxa will not be liable for any loss of or damage to goodwill or reputation.
- 9.6. Neither party will be liable in respect of any loss or corruption of any data, database or software.
- 9.7. Neither party will be liable in respect of any special, indirect or consequential loss or damage.
- 9.8. Neither party will be liable for any losses arising out of a Force Majeure Event.
- 9.9. Neither party's liability in relation to any event or series of related events will exceed the greater of:
 - a. SGD \$1,000.00; or
 - b. the sum equivalent to the total fees/charges paid by the Customer to Doxa for the period of the preceding 12 months.

10. Data Protection

- 10.1. The Customer warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to Doxa under or in connection with the Agreement.
- 10.2. Doxa warrants that:
 - a. it will act only on instructions from the Customer in relation to the processing or disclose of any Personal Data performed by Doxa on behalf of the Customer, strictly for the purposes of fulfilling its obligations and providing the services required under this Agreement; and
 - b. it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of Personal Data and against loss or corruption of Personal Data processed by Doxa on behalf of the Customer.
 - c. Doxa shall only disclose Personal Data with Customer's prior written consent or when required by law or an order of court but shall notify the Customer as soon as practicable before complying with such law or order of court at its own costs.
 - d. Doxa shall put in place adequate measures to ensure that the Customer Personal Data in its possession or control remain or is otherwise accurate and complete. In any case, Doxa shall take steps to correct any errors in the Customer Personal Data, as soon as practicable upon the Customer's written request.
 - e. Doxa shall not retain Customer Personal Data (or any documents or records containing Customer Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of this Agreement.
 - f. Doxa, its Affiliate and agent shall without undue delay notify the Customer when they becomes aware of a data breach or potential breach.
 - g. Doxa, its Affiliate and agent shall comply to all obligations contained within Singapore Personal Data Protection Act 2012 and amendments.

11. Confidentiality

- 11.1. Doxa will:
 - a. keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause [11];
 - b. protect the Customer Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care; and
 - c. without prejudice to the generality of Clause [11.1(B)], deploy and maintain the security systems and technologies detailed in the Service Agreement in relation to the Customer Confidential Information held on the Platform.
- 11.2. Customer Confidential Information may be disclosed by Doxa to its officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing to maintain the

confidentiality of the Customer Confidential Information disclosed and consent explicitly provided by Customer.

11.3. The obligations set out in this Clause [11] shall not apply to:

- a. Customer Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
- b. Customer Confidential Information that is in possession of Doxa prior to disclosure by the Customer;
- c. Customer Confidential Information that is received by Doxa from an independent third party who has a right to disclose the relevant Confidential Information; or
- d. Customer Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body provided that Doxa must where permitted by law give to the Customer prompt written notice of the disclosure requirement.

12. Termination

12.1. Either party may terminate the Agreement immediately by giving written notice to the other party if the other party:

- a. commits any material breach of any term of the Agreement, and:
 - i. the breach is not remediable; or
 - ii. the breach is remediable, but the other party fails to remedy the breach within [30] days of receipt of a written notice requiring it to do so; or
- b. persistently breaches the terms of the Agreement (irrespective of whether such breaches collectively constitute a material breach).

12.2. Either party may terminate the Agreement immediately by giving written notice to the other party if:

- c. 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;
- d. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- e. 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 the Agreement); or
- f. (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs or is the subject of a bankruptcy petition or order.

12.3. Customer may terminate the Agreement by giving at least 30 days' written notice of termination to Doxa prior to the annual renewal date.

12.4. In the circumstances below and subject to 90 day's written notice of termination to the Customer, Doxa may terminate this Agreement without any compensation or liability:

- a. In the event of breach of any material terms and conditions by the Customer subsisting for a period of more than thirty days (30) upon notice but without remedy;
- b. should the Customer become unable to pay its debts or become insolvent or an order is made or a resolution is passed for its administration, winding-up or dissolution or an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a substantial part of its assets or the Customer shall enter into or propose any

composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any jurisdiction, or the Customer shall cease or threaten to cease to carry on business as carried on at the date of this Agreement; or

- c. should there arise a situation of conflict of interest on the part of either party whereby the continuance of this Agreement may result in any loss, claims, damages, penalties, breaches, defaults or any form of liability by either party; or
- d. either party should undergo a change of control which results in that party becoming controlled by a competitor of the other party (for such purposes, "control" means the right to direct the affairs of a company whether by ownership of shares, by membership of the board of directors, by agreement or otherwise); or
- e. where a material modification, discontinuance or augmentation of either party's technological or security infrastructure shall cause unexpected problems or incompatibility with the other party's infrastructure; or
- f. there is a legal or regulatory change which, in Doxa's reasonable opinion, prevents or prohibits Doxa from providing the Products and/or Services to the Customer in the way that the Products and/or Services are provided at the time prior to the legal or regulatory change.

12.5. If Doxa stops or makes a good faith decision to stop operating the Platform generally, then Doxa may terminate the Agreement by giving at least 90 days' written notice of termination to the Customer.

12.6. In cases of termination, Doxa will assist, to the best of our ability, in the handover/transition to following service provider of the Customer.

13. Effects of Termination

13.1. Upon termination of the Agreement, all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses [1, 9, 10, 11, 13 and 16].

13.2. Termination of the Agreement will not affect either party's accrued liabilities and rights as at the date of termination.

13.3. Subject to Clause [13.4], and at the reasonable request of the Customer, within 90 days following the termination of the Agreement, Doxa will:

- a. irrevocably delete from the Platform all Customer Confidential Information; and
- b. subject to Doxa's reasonable technical and practical capacity, return to Customer specified Customer Confidential Information.

13.4. Doxa may retain any document (including any electronic document) containing the Customer Confidential Information after the termination of the Agreement if:

- a. Doxa is obliged to retain such document by any law or regulation or other rule enforceable against Doxa; or
- b. the document in question is a letter, fax, email, order confirmation, invoice, receipt or similar document addressed to Doxa.

14. Notices

14.1. Any notice given under the Agreement must be in writing (whether or not described as "written notice" in the Agreement) and must be delivered personally or by post or sent by email (except in the case of Doxa giving Notice of upgrades to the Platform), for the attention of the relevant person, and to the relevant address or email address given below (or as notified by one party to the other in accordance with this Clause).

Doxa:

10 Anson Road, #33-02 International Plaza, Singapore 079903

Email: enquiries@doxa-holdings.com

The Customer:

The addressee, address, and email set out in the Service Agreement.

14.2. 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. where the notice is delivered personally, at the time of delivery;
- b. where the notice is sent by post, 72 hours after posting; and
- c. where the notice is sent email, at the time of the transmission (providing the sending party retains written evidence of the transmission).

15. Force Majeure Event

15.1. Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under the Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

15.2. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under the Agreement, will:

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

15.3. The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

16. General

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

16.2. The agreement shall legally binding upon and enforceable against respective successors or permitted assigns.

16.3. If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

16.4. The Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

16.5. The Customer hereby agrees that Doxa may assign any or all of its contractual rights and/or obligations under the Agreement to any Affiliate of the assigning party or any successor to all or a substantial part of the business of the assigning party from time to time, with explicit consent from the Customer. Save as expressly provided in this Clause or elsewhere in the Agreement, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in the Agreement or any contractual rights or obligations under the Agreement.

- 16.6. The Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.
- 16.7. The Agreement will be governed by and construed in accordance with the laws of Singapore and the courts of Singapore will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

Schedule 1 – Service Level Agreement

1. Introduction

- 1.1. In this Schedule:
 - a. **"New Functionality"** means new functionality that is introduced to the Platform by an Upgrade; and
 - b. **"Protected Functionality"** means the interoperability of the minimum necessary functions of the Service required to ensure continued service.
- 1.2. References in this Schedule to Clauses are to the clauses of this Schedule, unless otherwise stated.

2. Availability and Maintenance of the Technical Platform

- 2.1. Doxa shall use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for planned downtime and any unavailability caused by circumstances beyond Doxa's reasonable control, including without limitation force majeure events or Internet service provider failures or delays.
- 2.2. Doxa may suspend access to the Platform in order to carry out scheduled maintenance, such maintenance to be carried out outside Business Hours, which are from 09:00 to 18:00 Singapore time on a Business Day, and such suspension to be for not more than 6 hours in each calendar month.
- 2.3. Doxa must give to the Customer at least seven (7) days' written notice by publishing on the Platform the intention of schedule maintenance, including full details of the expected Platform downtime.
- 2.4. Platform downtime during scheduled maintenance carried out by Doxa in accordance with this Clause [2] shall not be counted as downtime for the purposes of Clause [6].

3. Technical Support

- 3.1. Doxa provides standard technical support during Doxa's regular Business Hours, which are Monday to Friday from 09:00 to 18:00 Singapore Time, excluding public holidays, throughout the duration of the Agreement.
- 3.2. Doxa will make available, during Business Hours, an email helpdesk facility for the purposes of:
 - a. Assisting the Customer with the configuration of the Platform and the integration of the Platform with the Customer's other systems;
 - b. Determining the causes of errors and fixing errors in the Platform.
- 3.3. Subject to Clause [3.2], the Customer must make all requests for Support Services through the helpdesk, and all such requests must include at least the following information:
 - a. Customer name;
 - b. Customer email address;
 - c. Nature of the problem or question
- 3.4. Doxa will use reasonable endeavours to ensure that a member of its support staff can be reached outside Business Hours in the case of an emergency.

4. Limit on Support Services

- 4.1. Where the total person-hours spent by Doxa performing the Support Services under Clause [3] during any Public holiday or weekend exceed 30 minutes, then:

- a. Doxa will cease to have an obligation to provide those Support Services to the Customer during that period; providing that
 - b. Doxa may agree to provide additional such Support Services to the Customer during that period, but the provision of such services will be subject to payment by the Customer of additional Charges at Doxa's standard rates from time to time.
- 4.2. Doxa shall have no obligation under the Agreement to provide Support Services in respect of any fault or error caused by:
- a. the improper use of the Platform; or
 - b. the use of the Platform otherwise than in accordance with the Agreement.

5. Response and Resolution

- 5.1. For the purposes of this Agreement, "Issue" means any reproducible incident that occurs during the execution of the Service.

- 5.2. Customer must provide:

- a. a description of the Issue and the functionality that User desires achieved;
- b. the step-by-step process to reproduce the Problem;
- c. any and all error messages associated with the Issue.

- 5.3. Doxa will:

- a. use all reasonable endeavours to respond to requests for Support Services made through the helpdesk; and
- b. use all reasonable endeavours to resolve issues raised by the Customer, in accordance with the following response time matrix:

Level 1: Critical Business Impact. User cannot reasonably continue to use the Service.

E.g. Doxa platform is down (no one can log in, no functions can be performed); data loss or data corruption (Incorrect or missing information for key transactional documents like PO, Invoice etc. List of documents not loading, etc)

Doxa's goal is to have an initial response to Customer within two (2) hours of notification.

Level 2: System Degradation. One or more features of the Service are affected, causing disruption of its normal functioning. "System Degradation" is defined as the Service is operable but processing is impeded causing disruption to normal production workflow.

E.g. PDF previews of documents not loading, Email notifications not triggered to respective stakeholders, tables not able to export as they should, etc)

Doxa's goal is to have an initial response to Customer within four (4) hours of notification.

Level 3: System Inconsistencies. One or more minor features of the Service are affected, causing a minor disruption of its normal functioning. "System Inconsistencies" is defined as all of the Service capabilities are available but there are one (1) or more capabilities producing inconsistent results. User incurs minor loss of operational functionality or implementation resources.

E.g. Do not prevent the operation of a system (error message with workaround); User Interface not loading properly, Dashboard not updated, etc.

Doxa's goal is to have an initial response to Customer within eight (8) hours of notification.

Level 4: Minor problems. User requests information or clarifications regarding the Service, but there is no impact on the operation of the Service — The Issue does not result in a disruption of the Doxa Service.

E.g. Slower than average load time; product enhancement requests, user profile pic/user name loaded wrongly, etc.

Doxa's goal is to have an initial response to the Customer within eight (8) hours of its notification.

5.4. Doxa has the following target resolution times:

- a. 48 hours after initial response for Level 1 Issues;
- b. 72 hours after initial response for Level 2 Issues;
- c. 5 working days after initial response for Level 3 Issues;
- d. 10 working days after initial response for Level 4 Issues.

Due to the complexity and the possible number of Issues, Customer understands and agrees that Doxa does not warrant or guarantee that a response to all Issues will be given, nor does it commit to a result-oriented obligation within a given timeframe.

5.5. Doxa will determine, acting reasonably, in to which severity category an issue raised through the Support Services falls.

5.6. All Support Services will be provided remotely unless expressly agreed otherwise by Doxa.

6. Upgrades

6.1. The Customer acknowledges that from time to time during the Term Doxa may apply Upgrades to the Platform, and that such Upgrades may, subject to Clause [6.2], result in changes the appearance and/or functionality of the Platform.

6.2. No Upgrade shall disable, delete or significantly impair the Protected Functionality.

6.3. Doxa will give to the Customer reasonable prior written notice on the Platform website of the application of any significant Upgrade to the Platform. Such notice shall include headlines of the specific changes to the functionality of the Platform resulting from the application of the Upgrade.

7. Back-up and Restoration

7.1. Subject to Paragraph [7.2], Doxa will make back-ups of the Customer Materials stored on the Platform on a regular basis, and will retain such back-ups for at least the Term of the Agreement and the back-up should follow the statutory requirements period unless the Agreement is terminated.

7.2. Doxa will only make back-ups of Customer Materials stored on the Platform.

7.3. In the event of the loss of, or corruption of, Customer Materials stored on the Platform being notified by the Customer to Doxa under Clause [3], Doxa shall if so directed by the Customer use reasonable endeavours to promptly to restore the Customer Materials from the most recent available back-up copy.

7.4. Doxa shall conduct periodic restoration to ensure the backup integrity of Customer Materials from the most recent available back-up copy.

8. Exclusions

8.1. The technical support services shall not include:

- a. the installation of the Service,
- b. site visits,
- c. any intervention related to the hardware and peripherals installed in association with the Doxa Service,
- d. any modification or enhancement request of the Service,
- e. any intervention on installed third-party software or hardware, including in particular any assistance aimed at integrating the Service with User's application or operating system,
- f. any intervention related to the interface between User's applications of and the Service,
- g. the development of applications, mock-ups and templates related to the Service

- h. the development and implementation of hosted rules,
- i. hosted rule diagnostic before putting them in production,
- j. training,
- k. any intervention on highly technical issues such as those related to access restrictions, unavailability of test equipment or unauthorized changes or alterations of the Service,
- l. assistance with the use of third-party software or hardware not installed by Doxa, however acquired,
- m. IT services provided remotely or on-site.

All such excluded services may be carried out at Customer's request by way of the conclusion of a separate agreement and supplementary invoicing.

Schedule 2 – Acceptable Use Policy

1. This Policy

- 1.1. This Acceptable Use Policy (the “Policy”) sets out the rules governing the use of our web services available via the URL You have been provided with (the “Service”) and any content that you may submit to the Service (“Content”).
- 1.2. By using the Service, you agree to the rules set out in this Policy.

2. General Restrictions

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

3. Unlawful and Illegal Material

- 3.1. You must not use the Service to store, host, copy, distribute, display, publish, transmit or send Content that is illegal or unlawful, or that will or may infringe a third party's legal rights, or that could give rise to legal action whether against you or us or a third party (in each case in any jurisdiction and under any applicable law).
- 3.2. Content and its publication on the service must not:
 - a. be libellous or maliciously false;
 - b. be obscene or indecent;
 - c. infringe any copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights;
 - d. infringe any rights of confidence, rights of privacy, or rights under data protection legislation;
 - e. constitute negligent advice or contain any negligent statement;
 - f. constitute an incitement to commit a crime;
 - g. be in contempt of any court, or in breach of any court order;
 - h. be in breach of racial or religious hatred or discrimination legislation;
 - i. be blasphemous;
 - j. be in breach of official secrets legislation; or
 - k. be in breach of any contractual obligation owed to any person.
- 3.3. You must not submit any Content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Data Mining

- 4.1. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Service without our express written consent.

5. Graphic Material

- 5.1. Content must not depict violence in an explicit, graphic or gratuitous manner.

- 5.2. Content must not be pornographic or sexually explicit, or consist of or include explicit, graphic or gratuitous material of a sexual nature.

6. Harmful Software

- 6.1. You must not use the Service to promote or distribute any viruses, Trojans, worms, root kits, spyware, [adware] or any other harmful software, programs, routines, applications or technologies.
- 6.2. You must not use the Service to promote or distribute any software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or introduce significant security risks to a computer.

7. Factual Accuracy

- 7.1. Content must not be untrue, false, inaccurate or misleading.
- 7.2. Statements of fact contained in the Content must be true; and statements of opinion contained on the Content must be truly held and where possible based upon facts that are true.

8. Negligent Advice

- 8.1. Content must not consist of or contain any instructions, advice or other information that may be acted upon and could, if acted upon, causing:
 - a. illness, injury or death; or
 - b. any other loss or damage

9. Marketing and Spam

- 9.1. You must not use the Service for any purposes related to marketing, advertising, promotion, or the supply and/or sale of goods and/or services.
- 9.2. Content must not constitute spam.
- 9.3. You must not use the Service to transmit or send unsolicited commercial communications.

10. Gambling

- 10.1. You must not use the Service for any purpose related to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

11. Professional Advice

- 11.1. You must not use the Service to provide any legal, financial, investment, taxation, accountancy, medical or other professional advice or advisory services.

12. Hyperlinks

- 12.1. You must not link to any website or web page containing material that would, were it posted on the Service, breach the preceding terms of this Policy.

13. Breaches of this Policy

- 13.1. We reserve the right to edit or remove any Content in our sole discretion for any reason, without notice or explanation.

13.2. Without prejudice to this general right and our other legal rights, if you breach this Policy in any way, or if we reasonably suspect that you have breached this Policy in any way, we may:

- a. delete or edit any of your Content;
- b. send you one or more formal warnings
- c. temporarily suspend your access to a part or all of the Service; and/or
- d. permanently prohibit you from using a part or all of the Service.

14. Banned Users

14.1. Where we suspend or prohibit your access to the Service or a part of the Service, you must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).

15. Monitoring

15.1. Notwithstanding the provisions of this Policy, we do not actively monitor Content.

16. Report Abuse

16.1. If you become aware of any material on the Service that contravenes this Policy, please notify us by email.