MASTER SERVICE AGREEMENT

This Master Service Agreement, referred to as "this Agreement," regulates the Client's procurement, access, and utilization of the Software as a Service platform, known as "CloudKeeper Auto" (hereinafter referred to as "Platform"), provided by To The New Singapore Pte. Ltd (hereinafter referred to as "TTN"). In the context of this Agreement, both TTN and the Client may be jointly referred to as the "Parties" and individually as a "Party."

By creating an account, subscribing through AWS Marketplace, submitting a purchase order or any other ordering document to the company for the Platform, checking a box to indicate acceptance, or accessing and utilizing the Platform, the client is in agreement with the terms and conditions of this Agreement. If the individual accepting this Agreement is doing so on behalf of a company or another legal entity, they confirm that they possess the authority to legally bind that entity and its affiliated entities to the terms and conditions described herein. In such a case, the term "Client" in this Agreement shall encompass the primary entity and its affiliated entities. Should the individual accepting this Agreement lack the requisite authority or disagree with the terms and conditions specified herein, they must refrain from Accepting this Agreement and are prohibited from using the Platform. This Agreement becomes effective on the date when the Client accepts it, creates an account, subscribes via AWS Marketplace, submits a purchase order or other ordering document to the company for the Platform, checks the acceptance box, or accesses and utilizes the Platform (referred to as the "Effective Date").

1. BUYBACK PROGRAM

Subject to the Client's compliance with the terms and conditions of this Agreement (including, without limitation, the payment of all Fees due thereunder), the Client may apply to receive additional Services from TTN relating to the Program. Client's acceptance and participation in the Program shall, at all times, be subject to TTN's approval and the Client's compliance with this Agreement and the additional terms and conditions set forth in Exhibit A.

2. TERM AND TERMINATION

2.1. This Agreement shall become effective on and from the Effective Date and shall remain valid, subsisting and binding upon the Parties unless terminated earlier by either party in writing as per the provisions of this Agreement.

2.2. Either party may terminate this Agreement immediately by giving a thirty (30) days written notice to the other Party.

2.3. Either party (the "Non-Breaching Party") shall have the right to terminate this Agreement by written notice to other party (the "Breaching Party") if the Breaching Party materially breaches any term of this Agreement and such breach or default is not cured to the Non-Breaching Party's reasonable satisfaction within ten (10) business days of such notice; provided, that the Non-Breaching Party shall have the right to immediately terminate this Agreement in the event of any breach by the Breaching Party that cannot be cured within such ten (10) business day cure period.

2.4. If any payment due from the Client hereunder is not paid in full when due, TTN shall have the right to suspend or terminate this Agreement upon fifteen (15) business days' written notice to Client. The Client agrees to pay all costs and expenses incurred by TTN, including costs of collection and attorneys' fees, as a result of enforcing the terms of this Agreement.

2.5. Either party shall have the right to terminate this Agreement at any time if the other party becomes insolvent or subject to any proceeding under the federal bankruptcy laws or other similar laws for the protection of creditors.

3. PAYMENT TERMS

3.1. TTN shall charge a monthly fee via AWS Marketplace as a percentage of the Cost Reduction on the "Cloud Resources". The percentage is published on the AWS Marketplace listing through which the Client is subscribing to the Platform.

3.2. All Fees and any other payments are non-cancellable and non-refundable.

3.3. The Client shall ensure the entire payment of undisputed invoices as per the due date mentioned on the invoice raised by AWS.

3.4. Invoices shall be considered to have been accepted if no objection is raised in writing within five (5) business days from the date of receiving the invoice. Invoice disputes must be submitted to ar@tothenew.com specifying the reasons for dispute.

3.5. TTN reserves the right to charge a penalty of up to 3% per month on the overdue amount which will be immediately due and payable.

3.6. The Client's payment obligations under this Agreement will survive the expiration or termination of this Agreement.

4. INDEMNIFICATION

4.1. Either Party will defend, indemnify, and hold harmless the other Party, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any direct and proven claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Client's use of the Amazon Web Services and offerings (including any activities under Client's AWS account and use by Client's employees and personnel); (b) breach of this Agreement or violation of applicable law by either party ; (c) claim involving alleged infringement or misappropriation of third-party rights by either party's content.

4.2. If either party is obligated to respond to a third party legal order or process, the other party will also reimburse the aggrieved party the reasonable attorneys' fees. Either Party shall promptly notify the Other party of any such claim and shall have the right to assume control of the defence and settlement of the claim.

5. CONFIDENTIALITY

5.1. Each of the Parties shall keep all information relating to each other Party, information relating to the transactions herein and this Agreement, and any information concerning the business, affairs, customers, clients or suppliers of the other Party and its affiliates, including, but not limited to, information regarding either Party's current or future products and services, prices, network details (including its architect and configuration), costs, client details, non-public financial information, development plans, techniques, processes, programs, schematics, software, network system, hardware, data, sales and marketing plans, business opportunities, or any other information which the receiving Party knows or reasonably should understand to be confidential information (collectively referred to as the "Confidential Information") confidential and shall not at any time disclose to any person any Confidential Information except in accordance with Clause 5.2. The receiving Party is obliged to treat as confidential only Confidential Information disclosed by the disclosing Party that (i) is marked as confidential at the time of disclosure, or (ii) if unmarked (e.g. orally or visually disclosed) designated as being confidential at the time of disclosure or reasonably understood to be confidential information, or (iii) the receiving party knows or reasonably understood to be confidential information from the circumstances of the disclosure.

5.2. Nothing in Clause 5.1 shall restrict any Party from disclosing any Confidential Information for the following purposes: (a) to the extent that such Confidential Information is in the public domain other than by breach of this Agreement; (b) Confidential Information that is explicitly approved for release by written authorization of concerned disclosing Party, or (c) required to be disclosed under operation of law provided the Party providing the Confidential Information has been given reasonable advance notice of any such requirement to disclose the information so as to enable concerned disclosing Party to object to such disclosure or to obtain or seek an appropriate remedy to prevent the disclosure or alternatively to the extent possible, use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable such concerned disclosing Party to seek protective order or other appropriate remedy at its sole costs; and (d) insofar as such disclosure is reasonably necessary to such Party's employees, directors or professional advisers, provided that such Party shall procure that such employees, directors or professional advisors treat such Confidential Information as confidential. For the avoidance of doubt, it is clarified that disclosure of Confidential Information to such employees, directors or professional advisors shall be permitted on a strictly "need-to-know basis".

5.3. No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement. Provided that, upon termination or expiry of this Agreement, where a Party has destroyed or returned any Confidential Information in possession of such Party, the provisions of this clause shall cease to apply with respect to such Confidential Information.

5.4. The obligations of the Parties under this Clause 5 shall survive for a period of 1 (one) year following the expiry or termination of the Agreement.

6. **GENERAL PROVISIONS**

   6.1. Amendments: Except as otherwise expressly provided herein, this Agreement may not be modified, amended, or in any way altered except by a written agreement signed by the parties hereto that states it is an amendment to this Agreement.

   6.2. Entire Agreement: This Agreement, together with all Exhibits and any other document expressly referenced herein, constitutes the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. Client acknowledges that there were no representations or promises made by TTN on which Client has relied in entering into this Agreement that are not expressly stated herein.

   6.3. Client shall not use, the Platform except for Clients own benefit in accordance with the terms of this Agreement. Client may not copy any part of the Platform or mirror the Platform on any site or system, except that Client may download and print copies of documentation for the Platform as reasonably necessary for Client's permitted use of the Platform, provided that Client uses the documentation in the exact form published, retain all branding and proprietary notices, and do not transfer the documentation to any other person. Client may not reverse engineer or attempt to discover any underlying algorithm or method embodied by the Services or TTN's other technology except to the extent applicable law permits such activity notwithstanding this limitation, and then on thirty (30) days advance written notice to TTN. Client may not disclose to any third party any benchmarking or other test or evaluation Client conduct on the Platform. Client may not use the Platform for the purpose of creating a competing technology. Except for rights expressly granted in this Agreement, TTN shall own and retain all right, title and interest in and to (a) the Platform, technology, all improvements, enhancements or modifications thereto, whether used by TTN to provide the Platform or provided for Client's use as part of the Platform, (b) any software, applications, inventions and other information, materials and technology developed in connection with the Platform or Support, and (c) all intellectual property rights related to any of the foregoing. No rights in intellectual property may arise by implication or estoppel.

   6.4. No provision of this Agreement conveys any ownership interest to Client in or to any of the processes or methodologies used to perform the Services, in whole or in part, and, except for the express rights to use the same granted herein, all intellectual property rights, including copyright, patent, trademark and trade secret, are retained by TTN, its affiliates and/or licensors.

   6.5. The Client hereby confirms that it does not have a business establishment in Singapore.

   6.6. Referenceability: Client grants a non-exclusive, worldwide, royalty-free license to use Client's name and logo to identify it as a customer.

   6.7. Force Majeure: Neither party shall be liable for any failure or delay in performing its obligations under this Agreement, or for any loss or damage resulting therefrom, due to acts of God, the public enemy, terrorist activities, riots, fires, and other causes beyond such party's control. This clause does not apply to the Client's payment obligations under this Agreement for the Services already availed before invoking the Force Majeure clause or continued to be availed after invoking the Force Majeure clause.

   6.8. Warranty Disclaimer: The Services hereunder, are furnished by TTN, its affiliates and licensors and accepted by the Client "AS IS" and without any warranty whatsoever. TTN, its affiliates and licensors make no representation or warranties with respect to the Services or the Platform hereunder, and TTN, its affiliates and licensors disclaim all representations and warranties of any kind or nature, express or implied, arising out of or related to this Agreement, the Services, the Platform, or the results derived therefrom, including, but not limited to, and warranties regarding accuracy, quality, correctness, completeness, comprehensiveness, currency, suitability, system availability, compatibility, merchantability, fitness for a particular purpose, title, non-infringement, or otherwise (irrespective of any course of dealing, custom or usage of trade). No TTN employee or agent is authorised to make any statement that adds to or amends the warranties or limitations contained in this Agreement.

   6.9. Limitation of Liability: Notwithstanding anything in this Agreement to the contrary, in no event shall TTN, its affiliates, or licensors, or any of its or their respective directors, officers, employees, or agents, be liable to the

Client, or any third party whose claim is related to this Agreement, under any theory of tort, contract, strict liability or other legal or equitable theory, for (A) lost profits, lost revenue, lost business opportunities or exemplary, punitive, special, incidental, indirect, consequential or similar damage, each of which is hereby excluded by Agreement of the parties, regardless of whether such damages were foreseeable or whether the party has been advised of the possibility of such damages; or (B) any claims, damages or cost of any nature in excess of the fees under and applicable Agreement paid by the Client to TTN during the three months preceding the earliest event giving rise to such liability under an applicable Agreement. This limitation of liability and the disclaimers set forth in this Agreement are independent of any remedies set forth herein. The Client acknowledges that this limitation of liability and the disclaimers set forth in this Agreement are an essential element to making the Platform and the Services available under the terms of this Agreement, and therefore this limitation of liability and the disclaimers set forth in this Agreement will survive and apply even if such remedies are found to have failed of their essential purpose.

6.10. Governing Law; Dispute Resolution Method and Venue: This Agreement shall be governed by and interpreted in accordance with the laws of Singapore, without giving effect to the conflicts of law provisions thereof and excluding the United Nations Convention for Contracts for the International Sales of Goods. The parties agree that any dispute arising hereunder shall be subject to the exclusive jurisdiction of courts at Singapore.

6.11. Time Limit on Actions: Any cause of action whether brought by Client must be commenced within one (1) year after such cause of action has accrued.

6.12. **Definitions.** Capitalized terms have the meanings set forth in the Agreement or described on the AWS Site unless otherwise defined in this Agreement.

    6.12.1. **"Cloud Resource"** means the Client's account(s), savings plan(s), and environment(s) hosted on AWS.

    6.12.2. **"Confidential Information"** means any information disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, which is designated as "Confidential," "Proprietary" or some similar designation at the time of disclosure. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time (no more than ten (10) days) after the initial disclosure. Confidential Information may also include information disclosed to a disclosing Party by third parties. In addition, TTN's Confidential Information includes, but is not limited to, this Agreement, any addendum, instrument, agreement, or other document signed by both Parties in connection with this Agreement, the Service, the Program, any responses to technical support requests, and any business information, technical data, or know-how relating to the Service or the Program, any services, or any associated technology or services, including without limitation all such information disclosed in written form. Confidential Information will not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving Party without the use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession.

    6.12.3. **"Cost Reduction"** means the net cost reduction in the the Client's aggregate costs associated with its Cloud Resource(s) resulting from the adoption, integration, implementation, and/or placing into effect of a Solution. The value shall be calculated as the difference between the on-demand price of Cloud Resources minus the actual effective cost incurred by the Client before apply any credits, discounts or refunds issued by AWS.

    6.12.4. **Program"** means the Buyback Program administered and operated by TTN, as more specifically set forth in Exhibit A, pursuant to which the Client may transfer certain of its unused Amazon Reserved In-stance capacity and/or its unused Amazon Savings Plan, in each case, provided that they are purchased from TTN, to either: (i) TTN or (2) a third party purchaser identified by TTN.

6.12.5. **"Service"** means the online platform to which access is provided to Client pursuant to this Agreement and which allows Authorized Users to analyse the Client's usage of its Cloud Resource(s) to identify potential cost-saving measures relating thereto.

6.12.6. **"Solution"** means any suggestion, change, and/or recommendation provided by TTN through the Service that results in a Cost Reduction if adopted, integrated, implemented, and/or placed into effect by the Client.

6.12.7. **"Purchaser"** means either: (i) the Client or (ii) a third-party purchaser identified by TTN.

6.12.8. **"Non-Usage Credits"** means the credits issued by TTN to the Client in connection with AWS Reserved Instances and/or AWS Savings Plans that are not utilized by the Client at any point during an applicable month.

Exhibit A: Buyback Terms & Conditions

1. Scope: All AWS Reserved Instance ("AWS Reserved Instance") or AWS Savings Plan ("AWS Savings Plan") purchased by TTN in the Client's account are eligible for the buyback.

2. Any AWS Reserved Instances or AWS Savings Plan which already exist in the Client's account at the start of this Agreement shall neither be covered under Buyback Program not included in the Cost Reduction calculations unless the Client and TTN have mutually agreed to manage those Reservations & Savings Plans in writing.

3. The Client shall not purchase any AWS Reserved Instances or AWS Savings Plan without a prior written approval from TTN while enrolled into this Program.

4. TTN shall not be liable for any damages and/or losses resulting from the Client revoking the permissions to perform actions or resulting from AWS's changes, alterations and revisions applied to the technical abilities, capabilities and/or terms of service of AWS. The Client represents and warrants that it has obtained, and will maintain, all necessary consents and licenses necessary to grant the authorization.

5. Further Assurances; Failure to Transfer. The Client shall promptly execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the AWS Reserved Instance and/or AWS Savings Plan to the applicable Purchaser, and cause the AWS Reserved Instance and/or AWS Savings Plan to be registered in the name of the applicable Purchaser (if needed). If Client fails to promptly complete the contemplated transfer, TTN may in addition to, and not in lieu of, all other remedies available at law or in equity, terminate Client's participation in the Program by written notice to the Client, which notice may be given via email. The Client agrees and acknowledges that it will remain liable and responsible for the performance of any obligations or liabilities under the registration agreement for the AWS Reserved Instance and/or AWS Savings Plan between the Client and AWS until the AWS Reserved Instance(s) and/or AWS Savings Plan(s) are successfully sold and transferred to the applicable Purchaser.

6. Non-Usage Credits. The Client will only be entitled to Non-Usage Credits in an amount equal to the total amount of Fees paid by the Client to TTN under the Agreement during the applicable month. For purposes of this Exhibit A, Non-Usage Credits (i) are assessed on a monthly basis, (ii) may not be redeemed, converted, or exchanged for monetary amounts, and (iii) will be immediately applied to any Fees due by the Client in a subsequent invoice issued by TTN. The Parties hereby acknowledge and agreement that Non-Usage Credits are the Client's sole and exclusive remedy and TTN's sole and exclusive obligation with respect to any unutilized AWS Reserved Instance and/or AWS Savings Plan.

7. Assignment. The Client hereby irrevocably sells, assigns, transfers, and conveys to the applicable Purchaser all right, title, and interest in and to the AWS Reserved Instance and/or AWS Savings Plan.

8. Additional Terms. The Parties may mutually agree, in writing, to additional terms, conditions, and/or restriction regarding the Client's participation in the Program. The Client's participation in, and rights under, the Program is at all times subject to the Client's compliance with the terms and conditions of the Agreement, this Exhibit A (including, without limitation, the payment of all Fees due thereunder), and any other terms and conditions agreed to by the Parties in writing.

9. Subject to the Client's compliance with the terms and conditions of the Agreement and this Exhibit A (including, without limitation, the payment of all Fees due thereunder), if the Purchaser is TTN, TTN shall purchase the applicable AWS Reserved Instance and/or AWS Savings Plan from the Client in an amount equal to the fees paid by the Client to AWS for the applicable AWS Reserved Instance and/or AWS Savings Plan, which shall be pro-rated for the number of unused months remaining for such AWS Reserved Instance's and/or AWS Savings Plan's term.

10. The Client shall indemnify, defend and hold harmless the applicable Purchaser and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, incurred or suffered by the Purchaser relating to any claim arising out of or occurring in connection with (i) the AWS Reserved Instance and/or AWS Savings Plan purchased by the Purchaser from the Client, (ii) Client's gross negligence or wilful misconduct, or (iii) breach of the terms and conditions set forth in this Exhibit A. The Client shall not enter into any settlement without TTN's prior written consent.

11. Representations and Warranties. The Client represents and warrants that: (i) the sale of the AWS Reserved Instance and/or AWS Savings Plan to a Purchaser will not violate, conflict with, or cause a default under (a) its charter documents or bylaws or (b) any agreement, lease, instrument or other contract to which the Client is a party or by

which it is bound; (ii) it has all rights, licenses, permits, qualifications and consents necessary to perform its obligations in this Exhibit A; (iii) the AWS Reserved Instance and/or AWS Savings Plan will be free and clear of all liens, security interests, or other encumbrances; (iv) the registration agreement for the AWS Reserved Instance and/or AWS Savings Plan between the Client and AWS is in full force and effect and all associated fees are paid in full; (v) the Client has at all times been and remains in full compliance with the terms and conditions of such registration agreement; and (vi) the Client has not taken any action or entered into any agreement for the Client to, or requiring TTN to, assign, transfer, license, or grant to any other person or entity the right to use the AWS Reserved Instance and/or AWS Savings Plan or that otherwise encumbers the AWS Reserved Instance and/or AWS Savings Plan.