

EULA AND AGREEMENTS

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MASTER SOFTWARE AGREEMENT

This Master Software Agreement (the “*Agreement*”) is between Axslogic Private Limited, a company incorporated under the laws of the Republic of Singapore with its registered office at 10 Jalan Kilang Timor, #01-03, Bukit Merah, Singapore 159306 (“*Axslogic*”) and [company name, incorporation and location information] (“*Company*”). The effective date of the Agreement is [Month DD, YYYY] (the “*Effective Date*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Axslogic agree as follows:

I. DEFINITIONS

All defined terms as used in the Agreement and its Annexures and Schedules will have the meanings as set forth below:

- a. “*Affiliate*” of a party means any legal entity and the subsidiaries it owns by more than 50%.
- b. “*Application Maintenance and Hosting Services*” means those services as described in the form attached hereto as Annexure 1 (Application Maintenance and Hosting Agreement).
- c. “*Company Materials*” shall mean any pre-existing Company materials, including Intellectual Property, delivered to Axslogic in connection with Winnow, but shall exclude any Axslogic Materials, and to the extent that Axslogic Materials are incorporated into Company Materials, use of the Axslogic Materials shall be subject to the restrictions specified in this document.
- d. “*Confidential Information*” means any information regarding a party’s business or activities that is considered proprietary and confidential by such party, and:
 - i. Is marked and designated by such party as “Confidential” or “Proprietary”;
 - ii. If disclosed orally or visually, summarized in writing and designated as “Confidential” or “Proprietary” within thirty (30) calendar days from the date of disclosure; and/or
 - iii. A reasonable person would or should regard as confidential or proprietary.
- e. “*Contract*” means a contract between Company and its supplier that is supported on Winnow.
- f. “*Documentation*” means written specifications and manuals supplied by Axslogic and used by Company in conjunction with Winnow.
- g. “*Force Majeure Event*” means any event beyond the reasonable control of either party as a result of which the party is unable to perform all or any part of its obligations under this Agreement, including but not limited to, floods, earthquakes, other natural disasters, but explicitly excludes factors such as shortage of staff, third party delays and other avoidable circumstances.
- h. “*Intellectual Property*” means patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyrights (including rights in computer Software) and topography rights; know-how, processes, proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licenses and consents in respect of any of the rights and forms of protection mentioned in this definition.

- i. “*Material Breach*” means any default of a term or provision in this Agreement concerning a significant obligation or duty, including, payment, the type of work being performed, or quality of performance.
- j. “*Winnow*” means the Axslogic Business Performance Early Warning software product, including the corresponding Documentation, which is used to provide the services under this Agreement.
- k. “*Software Subscription and Services Schedule*” means each software subscription and services schedule for Winnow as executed by the parties for each Contract, substantially in the form attached hereto as Schedule 1.1 Software Subscription and Services Schedule.
- l. “*Axslogic Materials*” means all materials in whatever form, excluding Company Materials, and including but not limited to any pre-existing Axslogic materials, templates, reports, documents, processes, data, designs, software, methods, methodologies or any other material or Intellectual Property generated by Axslogic and given to Company in relation to this Agreement.

II. SOFTWARE DESCRIPTION

- a. Axslogic shall provide Documentation to Company which will include details of the functionalities and features of Winnow. These functionalities may change from time to time and Axslogic shall provide updated Documentation as may be applicable.

III. SOFTWARE SUBSCRIPTION TERMS

- a. Right To Use Grant. Axslogic shall grant to Company a non-exclusive, non-transferable limited right to access, use and operate Winnow as deployed in the Axslogic hosting environment. The right to use grant to Company will be restricted to the management of a specific Contract and the term as specified in the Software Subscription and Services Schedule. For each such Contract, the parties will execute a Software Subscription and Services Schedule. Company may use Winnow for the benefit of any Company Affiliate, to the extent required to give effect to the provisions hereof.
- b. Right To Use Restrictions. Company agrees not to:
 - i. Disclose or make available to third parties who are not Company agents, consultants, or contractors any portion of Winnow without Axslogic’ advance written permission;
 - ii. Copy or duplicate Winnow without the involvement and prior written consent of Axslogic, except as required for backup and archival purposes;
 - iii. Reverse engineer, decompile or disassemble such Winnow; or
 - iv. Modify or make derivative works of Winnow.
- c. Additional Restrictions. Additional restrictions on use of Winnow may be agreed to for a specific Contract and will be provided under the applicable Software Subscription and Services Schedule.

IV. COMPANY’S OBLIGATIONS

- a. Company covenants that it will:
 - i. Comply with all applicable laws in connection with its use of Winnow, including but not limited to all applicable laws pertaining to mail fraud, access device fraud, identify theft, bank fraud, wire fraud, computer fraud and abuse, privacy protection, email fraud, spam, and the protection of trademarks and copyrights.
 - ii. Keep the credentials (e.g. usernames and passwords) in connection with the use of Winnow confidential and not disclose any such credentials to any third party. In addition, Company shall notify Axslogic immediately upon the disclosure of any such credentials,

and upon any termination of the engagement of any employees or agents of Company with knowledge of any such credentials, so that such credentials can be changed.

Axslogic is not responsible for:

1. Customer's access to the Internet;
2. Interception or interruptions of communications through the Internet; or
3. Changes or losses of data through the Internet.

V. TERM AND TERMINATION

- a. Term. The term of this Agreement is five (5) years from the Effective Date. The Agreement will automatically renew for additional one (1) year periods unless either party gives the other party a notice of non-renewal at least one hundred and twenty (120) days prior to the next renewal date. This shall apply to all annexures and schedules under this Agreement, unless specific renewal conditions are provided in such specific annexure or schedule.
- b. Termination for cause.
 - i. Company may terminate this Agreement for a Material Breach solely as provided hereunder:
 1. If Axslogic defaults in the performance of a material provision of this Agreement constituting a Material Breach; or commits numerous or multiple breaches of any of its other duties or obligations under this Agreement, including any annexure or schedule, that collectively constitute a Material Breach; or fails in correcting any critical service level that remains in default in any rolling six (6) month period (deemed to constitute a Material Breach).
 2. In the event that Axslogic formally declares bankruptcy, insolvency, reorganization, liquidation or receivership or has instigated against it bankruptcy, insolvency, reorganization, liquidation or receivership and fails to remove itself from such proceedings within sixty (60) days.
 - ii. Company shall provide written notice to Axslogic to cure the default(s) within thirty (30) calendar days. Such written notice shall clearly specify the nature of the default and cure sought by Company, if any.
 - iii. If Axslogic does not dispute the occurrence of such default, it shall cure such default within the thirty (30) calendar day cure period (or if Axslogic cannot cure such default within such thirty (30) calendar day period then, subject to the sole and absolute discretion of the non-defaulting party, the cure period may be extended for an additional period not to exceed thirty (30) calendar days), failing which the non-defaulting party shall be entitled to terminate this Agreement and/or annexure or schedule hereunder immediately by provision of a written notice of termination. Except as otherwise permitted in this Section, no further cure period shall be required or provided.
 - iv. If the occurrence of the default is disputed by the defaulting party (or the efficacy of a subsequent cure by the non-defaulting party, if applicable), the parties shall work in good faith to resolve such dispute in accordance with the procedure specified under the Dispute Resolution Section.
 - v. Axslogic may suspend access to Winnow and any related services, after thirty (30) business days' prior written notice, if Company fails to pay on time any undisputed invoice under this Agreement.

VI. TERMINATION ASSISTANCE

- a. Upon termination or expiration of this Agreement or an annexure or schedule for any reason, as requested by the Company, Axslogic will provide all assistance reasonably required to effect an orderly transition of the responsibility for the services to Company.
- b. Axslogic promptly shall deliver to Company all documentation and data as hosted on Winnow, including data, information, documents and deliverables, but excluding Axslogic Materials or Axslogic Intellectual Property.
- c. Axslogic will invoice Company for all fees and expenses associated with the delivery of any services under this Agreement (and any documents ancillary hereto) through the last day of delivery of such services plus Axslogic' direct wind-down expenses. In the event of early termination by the Company for convenience or by Axslogic for failure to pay fees, such direct wind-down expenses will include, as applicable, the actual costs associated with the relocation and/or severance of Axslogic' personnel performing the services, the disposition of Axslogic assets used to provide such services, all unrecoverable software subscription and hosting fees and all unamortized start-up expenses, amortized over the first 12 months of any schedule. Company agrees to reimburse Axslogic for Axslogic' incremental resources and expenses to provide the Termination Assistance services at Axslogic' then current labor rates.
- d. If Axslogic terminates this Agreement due to Company's failure to pay the fees as required under the Agreement, Axslogic may require payment in advance for any termination assistance.

VII. FEES

- a. Fees. The Company will pay to Axslogic (as applicable, for each Contract):
 - i. The Software Subscription Platform Fee on an annual basis in advance as per the applicable Pricing Schedule or Software Subscription and Services Schedule;
 - ii. Named User Fees annually in advance as per the applicable Pricing Schedule or Software Subscription and Services Schedule
- b. Invoicing and Payments. All fees will be due and payable within thirty (30) days of the invoice date.
- c. Taxes. All fees are exclusive of any VAT, tariffs, duties or sales taxes. Neither party shall be liable for any of the other party's corporate income taxes, franchise tax, privilege tax, any minimum or alternative minimum tax or any other taxes imposed by law on such party.
- d. Invoice disputes. Company will notify Axslogic of amounts which in good faith it disputes on any invoice and request that Axslogic issue two invoices, whereby one will reflect the undisputed amount and a second invoice indicating the disputed amount. Axslogic will issue the two invoices when requested with the same invoice date as the original invoice. Company will pay the undisputed invoice amount as set forth herein and within the later of ten (10) business days from receipt of such invoice or the timeframe of the original invoice. With respect to the invoice that reflects the disputed amount, the parties shall negotiate the disputed amount in accordance with the Dispute Resolution section of this Agreement. If resolution of the dispute determines that the disputed amount was properly charged to Company, payment shall be made within the later of ten (10) business days of the determination or the payment due date of the original invoice. If resolution of the dispute determines that the disputed amount was improperly reflected on the invoice, Axslogic will correct or withdraw such invoice with the disputed amounts.

VIII. NON-DISCLOSURE AND DATA PROTECTION

- a. Each party agrees that the following terms apply when one party ("*Disclosing Party*") discloses information to the other party ("*Receiving Party*"). During the term of this Agreement and for a period of three (3) years thereafter, each party agrees that it will hold in confidence and not disclose the Confidential Information of the other party for any purpose other than the purpose expressly permitted by this Agreement. The Receiving Party may only disclose Confidential Information to its employees, employees of Supplier Parent, and/or subcontractors (including auditors or legal representatives) who have a need to know the Confidential Information for the purposes of this Agreement. The Receiving Party agrees to:
- i. use the same care and discretion to avoid disclosure, publication or dissemination of Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, provided that no less than a reasonable standard of care shall be used; and
 - ii. use the Disclosing Party's Confidential Information only for the purpose for which it was disclosed.

This Agreement and its terms and conditions, including pricing, are Confidential Information and neither party shall disclose such information without the other party's prior written consent, except as permitted in this Section VIII.

- b. A party's obligations of confidentiality under this Agreement shall not apply to information which the Receiving Party can document was:
- i. Known to the Receiving Party prior to the time of disclosure without the breach of any agreement or fiduciary duty or the violation of any law;
 - ii. Independently developed by the Receiving Party prior to receiving such Confidential Information;
 - iii. Required to be disclosed pursuant to a judicial order, a requirement of a governmental agency or by operation of law, provided that the Receiving Party gives the Disclosing Party written notice of any such requirement promptly after learning of any such requirement and takes reasonable commercial measures to avoid or limit disclosure under such requirements and uses reasonable commercial efforts to obtain confidential treatment or a protective order and has allowed such the Disclosing Party to participate in the proceeding, (iv) is publicly known prior to disclosure by the Disclosing Party; and/or
 - iv. Lawfully disclosed by a third party to the Receiving Party without any duty of confidentiality.

Upon written request by the Disclosing Party, the Receiving Party shall promptly return all documents and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof.

- c. Each party is free to develop its respective products independently without the use of the other's Confidential Information. Neither party is obligated to restrict the future work assignments of people who have had access to Confidential Information. In addition, the parties are free to use the information that these people retain in their unaided memories related to information technology, including ideas, concepts, know-how, or techniques, so long as such use does not disclose Confidential Information of the other party in violation of this section. This use will not grant either party any rights under the other's copyrights or patents.
- d. Company shall identify all personal data made available by Company to Axslogic and specify in writing the purpose and manner in which it may be processed by Axslogic under this Agreement and any annexure or schedule. Axslogic shall take reasonable steps to establish and maintain technical and organizational measures against unauthorised or unlawful processing of the personal data. These measures shall ensure a level of security appropriate

to the nature of the personal data, having regard to the state of technological development and the cost of implementing the measures.

- e. Notwithstanding anything contained herein to the contrary, Axslogic shall have the right to use, disseminate, publish and otherwise provide to third parties information provided by Company and in connection with the attached annexures and schedules for statistical and analytical purposes and in connection with Axslogic' services, presentations or publications, provided, however, that such information is published only in the form: (i) of aggregated data that includes similar information from other sources; and (ii) such that third parties cannot identify Company Confidential information from the data published by Axslogic.

IX. INTELLECTUAL PROPERTY

- a. Axslogic Materials. Axslogic will own all right, title, and interest in Axslogic Materials (including any derivatives thereof) provided pursuant to this Agreement. Axslogic hereby grants Company a non-exclusive, royalty-free, non-transferable and non-assignable right to use Axslogic Materials delivered to Company hereunder, to the extent necessary to utilize the services as contemplated and for the specific term under this Agreement or any of its annexures or schedules. Company agrees not to sell, transfer, assign, enable for access via the Internet or World Wide Web or perform or display Axslogic Materials to any third party other than contemplated under this Agreement.
- b. Company Materials. Company shall own all right, title, and interest in the Company Materials pursuant to this Agreement. Company hereby grants Axslogic a non-exclusive, royalty-free, worldwide, non-transferable and non-assignable right to use the Company Materials to the extent necessary to provide the services as contemplated under this Agreement or any of its annexures or schedules. Axslogic agrees not to sublicense, sell, transfer, assign, enable for access via the Internet or World Wide Web or perform or display the Company Materials, to any third party.
- c. No other rights. Except as expressly provided, nothing in this Agreement shall be deemed to grant one party, by implication, estoppel or otherwise, license rights, ownership rights or any intellectual property rights in any materials owned by the other party, any affiliate of the other party, or by any customer, contractor, subcontractor or agent of the other party.

X. REPRESENTATIONS

- a. Each party represents and warrants that it has the requisite legal capacity and authority to this Agreement and any subsequent or any of its annexure or schedule.
- b. Each party represents and warrants that they are financially solvent to pay its debts and possess sufficient working capital to complete its obligations hereunder.
- c. In addition, Axslogic represents that:
 - i. There exist no known rights, claims, causes of action or other legal rights or impediments to Axslogic' ability to perform the services or to make these representations and warranties; and
 - ii. Axslogic employees performing services hereunder have and will have at all times, while performing the services, a valid and legal work status under the regulations of the country where they are performing the services.
- d. Axslogic makes no other express or implied warranties other than as provided for in this Agreement.

XI. INDEMNIFICATION

- a. Indemnification. Each party agrees to indemnify, defend and hold harmless the other party from and against any and all loss, damage, liability, expense, including reasonable defence costs and reasonable legal fees, and claims for damages incurred by such other party, in each case to the extent directly and proximately arising from or by reason of:
 - i. Material breach of its obligations under the Nondisclosure and Data Protection Section of this Agreement; or
 - ii. Any actual or alleged infringement of patent, copyright or trade secret arising out of the Axslogic Materials or Company Materials supplied under this Agreement to such other party by the indemnifying party.

This Section constitutes a party's sole and exclusive remedy at law in connection with any claim brought against such party by a third party alleging actual or alleged infringement of any patent, copyright or trade secret.
- b. Exceptions. The infringement indemnification obligation hereunder shall not apply to:
 - i. The misuse or modification of Axslogic Materials or Company Materials without express permission of the supplying party;
 - ii. The use of the Axslogic Materials or Company Materials in combination with any product or information not provided by the indemnifying party;
 - iii. Information, materials or specifications provided by or on behalf of Company, including but not limited to Company Materials; and/or
 - iv. Company's utilization of the Axslogic Materials in a manner not contemplated by this Agreement.
- c. Indemnified party's obligations. The indemnifying party's obligations under this section are conditioned upon the indemnified party:
 - i. Providing written notice to the indemnifying party of any claim within thirty (30) days after the indemnified party has knowledge of such claim (except that failure to timely provide such notice will relieve the indemnifying party of its obligations only to the extent the indemnifying party is materially prejudiced as a direct result of such delay);
 - ii. Giving the indemnifying party sole control over the defense thereof and any related settlement negotiations and cooperating and, at the indemnifying party's request and expense, assisting in such defense. Notwithstanding the foregoing, the indemnified party may participate at its own expense in the defense and any settlement discussions, and will have the right to approve any settlement agreement that involves an admission of fault by the indemnified party or imposes non-monetary obligations on the indemnified party; provided, however, that such approval will not be unreasonably withheld.

XII. LIMITATION OF LIABILITY

NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH DELAYS, LOSS OF PROFIT, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF COMPANY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EXCEPT WITH RESPECT TO SECTION XI (INDEMNIFICATION), SECTIONS VIII (NONDISCLOSURE AND DATA PROTECTION), OR SECTION IX (INTELLECTUAL PROPERTY), DAMAGES INCURRED BY EITHER PARTY DUE TO LIABILITY NOT EXCLUDED ABOVE SHALL NOT EXCEED AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF THE TOTAL FEES PAYABLE UNDER THE RELEVANT SOW.

XIII. INSURANCE

- a. Insurance coverage types. Axslogic shall provide and maintain insurance against losses or claims which may arise out of or result from Axslogic' performance or obligation to perform under the Agreement or any of its annexures or schedules, whether such performance is by Axslogic or by anyone directly or indirectly employed by Axslogic, or by anyone for whose acts Axslogic may be liable. The following types and limits of insurance are required:
 - i. workers' compensation and disability insurance in amounts required by law;
 - ii. employer's liability insurance with a minimum limit of \$500,000;
 - iii. technology liability insurance for errors and omissions arising out of the rendering of professional services, including coverage for claims arising from unauthorized access to systems/data by third parties, virus transmission, failure to protect, or wrongful disclosure, of confidential or sensitive information and identity theft with limits of \$750,000;
 - iv. commercial general liability insurance or suitable umbrella insurance with single limit coverage of \$750,000 covering liability arising from premises, operations, independent contractors, products/completed operations, personal injury, advertising injury, and liability assumed under an insured contract; and
 - v. professional liability insurance with coverage of \$750,000 covering liability arising from negligent delivery of professional services.
- b. Additional Terms
 - i. Upon request, certificates of insurance shall be filed with Company. These certificates shall specify that coverage afforded under the policies will not be cancelled or materially changed until thirty (30) days prior written notice has been given Company.

XIV. DISPUTE RESOLUTION

The following procedures will be followed for any dispute which the parties cannot informally resolve at an operational level.

- a. Initial Effort. The parties agree that the project executives other similar roles as identified in an applicable schedule, shall attempt in good faith to resolve all disputes. In the event the project executives are unable to resolve a dispute in an amount of time that either party deems reasonable under the circumstances but not more than fifteen (15) business days, such party may refer the dispute for resolution to the senior corporate executives upon written notice to the other party.
- b. Escalation. Within five (5) business days of a notice as referenced above referring a dispute for resolution by senior corporate executives or other similar roles, each project executive will prepare and provide to the senior executives of each party summaries of the relevant information and background of the dispute, along with any appropriate supporting documentation, for their review. The designated representatives will confer as often as they deem reasonably necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- c. Arbitration. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the arbitration rules of the Singapore

International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.

- d. Obligations during dispute resolution. Each party agrees that during the period in which a dispute is being resolved as set forth in this section, it will continue to meet its obligations under the terms and conditions of this Agreement. Any and all time periods set forth above may be extended by mutual consent of the parties. The content of any and all discussions, negotiations, agreements, and/or disclosures made during this Dispute Resolution process set forth in this section shall be Confidential Information and as such shall not be released to the public, nor shall it be admissible in any court proceeding that a party or the parties may initiate pursuant to this section.

XV. MISCELLANEOUS

- a. Independent Contractor Relationship. Axslogic (and any subcontractor or employee of Axslogic) is engaged solely as an independent contractor and shall not seek, accept, or assert status or treatment as an employee of Company.
- b. Non-solicitation. Neither party shall solicit the employees of the other party connected directly or indirectly with the provision or receipt of services under this Agreement or any of its annexures or schedules during the term and for one year thereafter. Solicitation shall not include responses to general job postings or advertisements unrelated to this Agreement. In the event that Company, or any Company Affiliate, does hire or contract with, either directly or through a third party, any such individual in any capacity within the period referenced above, Company agrees to pay Axslogic fifty (50) percent of such individual's annualized salary plus bonus or contracted fee. This section shall survive termination of this Agreement.
- c. Publicity. The parties agree to work together on any initial joint press release announcing this Agreement. Thereafter, unless otherwise provided in this Agreement, Axslogic retains the right to identify Company as a client. Axslogic may not, however, without prior written consent of Company publically announce or communicate any terms of this Agreement.
- d. References. Axslogic shall have the right to use Company as a reference for prospective customers ("Prospective Customer(s)"). In conjunction with the foregoing, Axslogic shall provide notification of Prospective Customers to Company who shall use best efforts to respond to inquiries in a timely manner. Axslogic acknowledges and agrees that Company may freely discuss all aspects of Axslogic's performance and Company's satisfaction with such performance with Prospective Customers brought to Company by Axslogic. The identity of such Prospective Customers and all information related thereto shall be considered Axslogic Confidential Information.
- e. Force Majeure. If either party is, as a result of a Force Majeure Event, unable to perform all or any part of its obligations under this Agreement then such party shall be excused from such performance to the extent that such inability continues, provided it promptly gives notice to the other party (including the expected duration) and uses reasonable efforts to mitigate the effect of the Force Majeure Event, including implementation of any business continuity plans.
- f. Notices. Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing. All notices shall be sent via registered post to the specified address:

If to Axslogic:

Name: Ponna Vishwanathan

Email: ponna.v@axslogic.com

Tel: (65) 31525200

Address: 10 Jalan Kilang Timor, #01-03, Bukit Merah, Singapore 159306

If to Company:

Name:

Email:

Tel:

Address:

- g. Assignment and transfer. This Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, heirs and representatives. Axslogic' services are personal in nature and Axslogic shall not assign or subcontract this Agreement, in whole or in part, without Company's written consent, which consent will not be unreasonably withheld, except on the case of a merger or sale of substantially all of the assets of Axslogic. Any attempted transfer or assignment in violation of this provision shall be void and shall impose no obligations upon Company unless separately adopted and ratified by Company, in writing.
- h. Waiver. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver and a waiver by either party of any obligation or breach of the other shall not be construed to be a waiver of any further obligation or breach.
- i. Entire Agreement. This Agreement is the entire, complete, and exclusive agreement between the parties, superseding any prior agreements and communications (both written and oral) regarding such subject matter. The Agreement or any annexure or schedule may be amended or modified by a written document executed by both parties.
- j. Enforceability. In the event that any of the provisions of this Agreement are held to be unenforceable, the remaining portions of this Agreement will remain in full force and effect, but only to the extent that giving effect to the remaining provisions hereof shall be in accordance with the intent of the parties.
- k. Governing Law. Any claim or dispute relating to this Agreement shall be governed by the laws of the Republic of Singapore, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives, and each represents and warrants to the other that it is legally free to enter into this Agreement.

Company

Axslogic Private Limited

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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APPLICATION MAINTENANCE AGREEMENT

This Application Maintenance Agreement is between Axslogic Pte. Ltd., a company incorporated under the laws of the Republic of Singapore with its registered office at 10 Jalan Kilang Timor, #01-03, Bukit Merah, Singapore 159306 ("Axslogic") and [company name, incorporation and location information] ("Company") and is pursuant to the Master Software Agreement (the "Agreement") entered into between the parties dated [Month DD, YYYY]. Company's right to receive the Application Maintenance Services is expressly conditional upon its compliance with the Agreement.

XVI. DEFINITIONS

- a. "Business Hour" means a sixty (60) minute period of time within the Hours of Coverage listed below.
- b. "Bug" means a minor fault that results in WINNOW not performing according to the Documentation. It does not include faults affecting a single / few users arising from incorrect user action or end user system malfunction / incompatibility.
- c. "New Release" means a software release for WINNOW, generally applicable to all users, which does one or more of the following:
 - i. Adds new functionality
 - ii. Improves performance
 - iii. Fixes Bugs
 - iv. Removes incompatibilities
 - v. Enhances stability or remedies technical faults

For the avoidance of doubt, provisioning access to an existing module or plug-in shall not be deemed a New Release.

- b. "Online Help Desk" means Axslogic' client web site for initiating a support request, uploading problematic files and otherwise communicating with Axslogic regarding all support and maintenance issues.
- c. "Impact" means the scope of users or functions are that are affected. There are four scopes of Impact, and the Impact of an Incident will be used in determining the Priority for resolution:
 - i. CRITICAL (Level 1)

Immediately stops or limits the ability of staff or customers from adequately performing critical business activities (e.g. Loans disbursement); or

Prevents critical customer related deadlines from being met (e.g. One which drive significant revenue/costs of the customer);

- ii. HIGH (Level 2)

A Business Unit's functionality is impeded

The problem does not affect the unit's core business and/or a temporary workaround solution is available and/or the Business Unit can wait a limited time for a permanent solution.

Essential function severely restricted; or

Essential function not working, bypass available.

- iii. MEDIUM (Level 3)

Business Unit can operate while problem exists, can wait for a permanent solution.

iv. LOW (Level 4)

A single user impacted. There is no loss of functionality or performance degradation for the user and/or a work around procedure is available. Does not impact on the Client's ability to meet its service level commitment.

d. "Severity" means the degree to which the system is impaired. There are four grades of Severity, and the Severity of an Incident will be used in determining the Priority for resolution:

i. CRITICAL (Level 1)

System Inoperable

Essential function not working at all, no bypass, or acceptable work-around; or

Serious performance, logic problem that renders the Software System as unworkable; or

or

Major interface problem which stops critical down-stream process; or

Incorrect financial record leading to critical customer or business impact.

ii. HIGH (Level 2)

Significant Financial or Operational Error

Restricted performance, logic problem.

Causes severe restriction to essential up-stream or down-stream process.

Amounts incorrect on internal report due to logic problem.

Critical report with incorrect financial content due to logic problem

iii. MEDIUM (Level 3)

Minor Financial or Operational Error

iv. LOW (Level 4)

Minor / Cosmetic Error

Any minor error on either a report or a screen definition, which does not affect the operation of the client.

a. "Incident" means an unplanned interruption to WINNOW services or a reduction in the quality of WINNOW services including failure of any component used to deliver WINNOW services that has not yet affected the WINNOW service. Operational status of a production component changes from working to failing or about to fail, resulting in a condition in which the component is not functioning as it was designed or implemented. An Incident does not include:

i. Missing features

ii. A design flaw, if the product is working as designed

iii. Issues which are attributable to the user's work environment and not attributable to the WINNOW environment

Level of Severity OR Impact	Response Time	Fix Time	Fix Response	Acceptable number of errors reported in during a year
Critical	1 hour	3 hours	workaround solution	1
		24 hours	permanent fix	
High	4 hours	8 hours	workaround solution	2
		5 days	permanent fix	
Medium	12 hours	N/A	workaround solution	6
		10 days	permanent fix	
Low	24 hours	N/A	workaround solution	12
		30 days	permanent fix	

- b. *“Response Time”* means the elapsed time from when an Incident is reported by a user and the time that Axslogic contacts or attempts to contact the affected user to begin the resolution process.
- c. *“Resolution Time”* means the elapsed time from when Axslogic has contacted the user to begin the resolution process and the time when service has been restored to a point where the user can perform their job. In some cases, based on the Severity and Impact of the Incident, resolution may be a work around solution until the root cause of the Incident is identified and corrected, or final resolution may be deferred to a later time.

All other defined terms shall have the same meaning as in the Agreement.

II. ONLINE HELP DESK AND NEW RELEASE MAINTENANCE SERVICES

- a. Access to the Application Maintenance Services is primarily web based.
- b. Bank shall use the Online Help Desk to initiate support requests and to communicate with Axslogic regarding all support and maintenance issues.
- c. Bank shall receive unlimited technical support via the Online Help Desk. Axslogic shall use its reasonable efforts to respond to all support requests within the timeframes listed in the following table (excluding weekends and public holidays as listed in the Hours of Coverage section below). If Axslogic is able to do so, it shall resolve the technical query in such response. Otherwise, Axslogic shall use its reasonable efforts to resolve the technical query or issue in a timely fashion commensurate with the Priority of Bank’s request and the nature of the problem.

d. Support Levels

Measurement Criteria	Response Time (Business Hours)	Target Resolution Time (Business Hours)
Incident Management*		
P1 – Request	95% in 1 Hours	98% in 3 Hours
P2 – Request	95% in 4 Hours	95% in 8 Hours
P3 – Request	95% in 12 Hours	95% in 10 Days
P4 – Request	95% in 24 Hours	95% in 30 Days

* Any incident that requires code level changes will be excluded from the compliance calculations. For any such request, Axslogic will submit a solution along with proposed implementation timelines.

e. Escalation Path

Role	Name	Escalation Path			
		P1	P2	P3	P4
Support Head	Devpriyo Bhattacharya *	15 mins	1 hour	6 hours	6 hours
Project Manager	Chirag Rathore*	NA	2 hours	12 hours	12 hours
Axslogic CTO	Dipan Bhattacharyya	30 mins	4 hours	24 hours	24 hours
Axslogic CEO	Hari Baskaran	1 Hour	6 hours	48 hours	48 hours

* Names to be finalised based on actual start of engagement.

f. Measurement Criteria

Measurement Criteria	Target
WINNOWN – Uptime	99.5% on a monthly basis
Root Cause Analysis	Within 72 Hours of client request
Patch Management	95% as per schedule
Release Management	As per Axslogic release schedule, agreed upon with the client

g. Hours of Coverage

- i. Axslogic will provide support from 9.00AM to 5:30PM Bank local time Monday through Friday, exclusive of the Public Holidays.
 - ii. Unless otherwise arranged in advance, Axslogic will not provide coverage on public holidays.
 - iii. Axslogic, in its sole discretion, will determine the location and level of staffing required to deliver the Application Maintenance Services to Bank
 - iv. Where onsite staff is contracted for, Axslogic will provide Bank with advance notice and coordination of onsite staff absence (vacation, illness, training, etc.), but will not provide a replacement or backfill for such periods
- h. Axslogic will provide a India number for client to call the Online Help Desk.
- i. Bank shall receive notification of a New Release by e-mail.
- j. Axslogic offers the Online Help Desk to assist Bank in identifying and resolving technical queries and problems with WINNOWN. Bank shall not use the Online Help Desk to learn how to use WINNOWN or as a substitute for training.
- k. Bank shall not use the Online Help Desk for support in customizing WINNOWN for its specific requirements. While Axslogic will explain in general terms how WINNOWN can be customized, the Application Maintenance Services do not include customization support. Customization support is available to Bank at Axslogic standard rates and charges, plus travel and lodging expenses.
- l. Axslogic shall not provide support for third party software, such as Internet Explorer, Microsoft Word or HTML customization, nor shall Axslogic support macros and templates that Axslogic may create for Bank with Microsoft Word, Microsoft Excel and other Microsoft Office products.

- m. Axslogic shall not be obliged to support Bank's use of WINNOW features for purposes for which such features were not designed, or to fix any consequential problems caused thereby.
- n. Axslogic shall not provide support in circumstances where Bank has misused WINNOW and caused serious damage to Bank's database and file structure. Support for rebuilding or restoring a database is available to Bank at Axslogic standard rates and charges, plus travel and lodging expenses. If, whether during or after providing support to Bank, Axslogic discovers that Bank misused WINNOW or caused serious damage to Bank's database and file structure, thereby necessitating such support, Axslogic reserves the right to charge Bank for the cost of providing such support and associated remediation work.
- o. Axslogic shall use its reasonable efforts to correct any faults, errors or Bugs reported by Bank, and may suggest to Bank a work-around until Axslogic prepares a New Release that corrects the fault. Bank acknowledges that Axslogic is not obligated to develop a New Release for Bank's specific fault. Axslogic shall only fix Bugs in the current version of WINNOW with the latest New Release installed.
- p. Bank may present Axslogic with suggestions or requests for enhancements or modifications Bank would like included in a New Release. Final decision on implementation of these requests will remain at the discretion of Axslogic. Axslogic shall own any intellectual property relating to an enhancement or modification suggested or requested by Bank.

XVII. CONDITIONS AND EXCLUSIONS

- a. Axslogic is not obligated to provide any other services except for the Application Maintenance Services. Axslogic may provide other services such as consulting, implementation services and training. Upon Company's request, Axslogic shall perform such other services at its standard rates and charges, plus travel and lodging expenses.
- b. Axslogic shall only provide the Application Maintenance Services via the Online Help Desk. Upon Company's request, Axslogic shall provide on-site support at its standard rates and charges, plus travel and lodging expenses.
- c. Axslogic shall only support the current version of WINNOW and such prior versions of WINNOW as Axslogic may elect to support, in its sole and absolute discretion.
- d. Company shall initiate a request for support by logging the request with the Online Help Desk or placing a call to the Online Help Desk. Company shall provide Axslogic with complete information related to any such request. Axslogic shall not be required to provide Application Maintenance Services, or Axslogic may stop providing Application Maintenance Services already commenced, if Axslogic reasonably deems the information provided by Company to be incomplete.
- e. Company shall grant Axslogic reasonable access to Company's database, templates, hardware configurations and such other files as Axslogic may reasonably require for the purpose of providing the Application Maintenance Services. Axslogic shall use its reasonable efforts to protect the confidentiality of Company's information and will execute a non-disclosure agreement if so requested by Company.
- f. Axslogic may adopt such other procedures as Axslogic deems necessary and appropriate to provide efficient and effective Application Maintenance Services. These may include

satisfaction surveys, fault notification procedures and the maintenance of fault logs. Company agrees to follow any such procedures.

- g. Axslogic is not responsible for faults caused by Company third party software nor shall Axslogic be required to provide any Application Maintenance Services in respect to Company third party software. Axslogic is not responsible for Company introduced software and hardware incompatibilities.
- h. Axslogic has a robust software development program designed to maintain the technical superiority of WINNOW for its clients. However, Axslogic does not commit itself to any specific New Release schedule or that it will issue a major upgrade of WINNOW during the Maintenance Period.
- i. Pursuant to its Software development program, Axslogic tries to develop functions, features, fixes and updates that will benefit its users. However, Axslogic does not warrant that the new functions, features, fixes and updates incorporated within any New Release will be of specific benefit to Company.
- j. The Application Maintenance Services do not include support related to errors caused by: (a) the operation of WINNOW by Company incorrectly or in a manner other than expressly authorized by Axslogic in its Documentation, (b) the failure of Company to provide suitably qualified and adequately trained staff for the use of WINNOW, (c) a modification, revision, variation, translation or alteration of WINNOW not authorized by Axslogic.
- k. Axslogic shall not be responsible for any failure or delay in providing the Application Maintenance Services due to circumstances beyond its reasonable control.

XVIII. SECURITY PROVISIONS

- a. Application Level Security Provisions
 - i. Axslogic will maintain documentation on overall application architecture, process flows, and security features for applications handling Company data.
 - ii. Axslogic will have a documented application patch management program and regularly perform patch management on all applications that host or handle Company data
 - iii. Axslogic will, at a minimum, quarterly assess application-level vulnerabilities and remediate critical vulnerabilities within 30 days.

XIX. SYSTEM BACK-UP PROVISIONS

Axslogic will provide back-up instructions and schedule required to maintain Company's desired Recovery Time Objective (RTO) and Recovery Point Objective (RPO).

XX. ASSIGNMENT

- a. To provide efficient and effective Application Maintenance Services, Axslogic may assign its obligations to provide Application Maintenance Services or sub-contract some or all of its obligations hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives, and each represents and warrants to the other that it is legally free to enter in to this Agreement.

Company

Axslogic Pte. Ltd.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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SOFTWARE SUBSCRIPTION AND SERVICES SCHEDULE

This Software Subscription and Services Schedule is between Axslogic Private Limited, a company incorporated under the laws of the Republic of Singapore with its registered office at 10 Jalan Kilang Timor, #01-03, Bukit Merah, Singapore 159306 (“Axslogic”) and [company name, incorporation and location information] (“Company”) and is pursuant to the Master Software Agreement (the “Agreement”) entered into between the parties dated [Month DD, YYYY].

In the event of conflict between the Agreement and this Software Subscription and Services Schedule, the language in this Software Subscription and Services Schedule will prevail.

XXI. TERM

- a. The effective date of this Software Subscription and Services Schedule is [Month DD, YYYY] (the “Software Subscription and Services Schedule Effective Date”).
- i. This Software Subscription and Services Schedule will be in effect for a term of three (3) years from the Software Subscription and Services Schedule Effective Date.
- ii. The Software Subscription and Services Schedule shall automatically renew for additional one (1) year periods unless either party gives written notice of non-renewal within 90 days of the next renewal date. All applicable termination provisions of the Agreement will apply to this Software Subscription and Services Schedule.

XXII. PRODUCT DETAILS

- i. The following Product(s) will be in-scope for this Software Subscription and Services Schedule:
- ii.
- iii. Product(s)
- iv. Credit Cards, Personal Loans
- v.
- vi.

XXIII. DESIGN AND IMPLEMENTATION, TARGET LAUNCH DATE AND COMPANY RESOURCE REQUIREMENTS

- a. Axslogic and Company shall make all reasonable efforts to adhere to the following timelines for the initial Design and Implementation and launch of Winnow for the specified product(s):

90 days implementation per module
- b. The timelines are tentative and are subject to change based on conditions that may impact them including, but not limited to, the complexity and size of Products, adaptation requirements (if any) for Winnow and availability of required Company personnel.

XXIV. SOFTWARE SUBSCRIPTION DESCRIPTION

Company usage of Winnow for the products specified in this Software Subscription and Services Schedule is in accordance with the terms provided in the Master Software Agreement and the Pricing Schedule.

i.

XXV. APPLICATION MAINTENANCE AND HOSTING SERVICES

Winnow application maintenance and hosting services provided under this Software Subscription and Services Schedule shall be subject to the Application Maintenance and Hosting Services Agreement.

XXVI. DATA MAINTENANCE SERVICES

The Company may, at its option, choose to procure Data Maintenance Services from Axslogic in connection with this Software Subscription and Services Schedule. The provision of such Data Maintenance Services shall be subject to the applicable Data Maintenance Agreement.

i.

XXVII. MANAGED SERVICES

The Company may, at its option, choose to procure Managed Services from Axslogic in connection with this Software Subscription and Services Schedule. The provision of such additional Managed Services shall be subject to the applicable Managed Services Agreement.

XXVIII. FEES

Company will pay to Axslogic the following fees:

- a. Detailed Design and Implementation Fees
 - Detailed Design and Implementation Fees \$XX,XXX
- b. Software Recurring Fees (for 5 named users each)

	Year 1	Year 2	Year 3
	SSRF (\$)	SSRF (\$)	SSRF (\$)
Credit Card	\$XX,XXX	\$XX,XXX	\$XX,XXX

Abovementioned Fees and expense payments are determined in accordance with the Pricing Schedule.

The invoicing terms for implementation shall be as below:

- 50% of implementation on Contract Signing
- Balance payment process as below (in addition to the 50% initial advance on contract signing).
 - 16% on completion of validation of data files
 - 10% upon rollout to production environment

All quoted prices are exclusive of any taxes. Withholding and local taxes are to the client's account

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives, and each represents and warrants to the other that it is legally free to enter in to this Agreement.

Company

Axslogic Private Limited

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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