



CARES System by Tetsuyu Software License Agreement

PARTIES

1. Tetsuyu Healthcare Holdings Pte Ltd, a company incorporated in Singapore (UEN 201504389K), having its registered office at 60 Paya Lebar Road, #05-44 Paya Lebar Square, Singapore 409051 (the "**Licensor**"); and
2. _____, a company incorporated in Singapore (UEN or Registration) having its registered office at _____ (the "**Licensee**").

BACKGROUND

1. WHEREAS *the Licensor is the creator and owner of all Intellectual Property, copyrights and all other rights pertaining to the CARES System (CARES System) comprising the CARES Web based Software and CARES4CAREGIVERS Mobile Application.*
2. WHEREAS, the Licensee wishes to license CARES System for use in their business operations and the Licensor desires to license this software to the Licensee.

AGREEMENT

NOW ON THIS DAY, _____, THEREFORE, the parties hereto agree subject to the terms and conditions of the Agreement, Licensor grants to Licensee a non-exclusive, non-transferable license to use the CARES System identified in Schedule 1 inclusive of data hosting services for the purpose of Licensee's business operations. Licensee may not, however, transfer or sublicense the CARES System to any third party, in whole or in part, in any form, whether modified or unmodified.

1. Definitions

- 1.1 Except to the extent expressly provided otherwise, in this Agreement:

"**Acceptance Criteria**" means:

- (a) the CARES System conforming in all material respects with the CARES System Specification; and
- (b) the CARES System being free from CARES System Defects;

"Acceptance Period" means a period of five (5) Business Days per service following the supply of the CARES System to the Licensee, according to project phases or such other period as the parties may agree in writing;

"Acceptance Tests" means a set of tests designed to establish whether the CARES System meets the Acceptance Criteria of any customizations to the CARES system specified, agreed and paid for by the Licensee, and delivered by the Licensee, providing that the exact form of the tests shall be determined and documented by the Licensee acting reasonably, and communicated to the Licensor in advance of the carrying out of the tests;

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

"Agreement" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"Business Day" means any weekday other than a bank or public holiday in Singapore;

"Business Hours" means the hours of [09:00 to 17:00 Singapore Time on a Business Day;

"Charges" means the following amounts:

- (a) the amounts specified in Section 3 of Schedule 1 "CARES System License Particulars"; or
- (b) any other such amounts as may be agreed in writing by the parties from time to time.

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

"Documentation" means [the documentation for the CARES System produced by the Licensor and delivered or made available by the Licensor to the Licensee];

"Effective Date" means the start date of the Period of Agreement in Section 3 of Schedule 1;

"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 the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious CARES System 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 registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" 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);

"Licensee Confidential Information" means:

- (a) any information disclosed by the Licensee to the Licensor at any time before the termination of this Agreement whether disclosed in writing, orally or otherwise that at the time of disclosure was marked or described as "confidential" or should have been

understood by the Licensor (acting reasonably, including personal data, business plans, pricing information, management reports not publicly available) to be confidential; and

- (b) any patient information that is stored in the CARES System database.

"Licensor Confidential Information" means:

- (a) any information disclosed by or on behalf of the Licensor to the Licensee at any time before the termination of this Agreement whether disclosed in writing, orally or otherwise that at the time of disclosure was marked or described as "confidential" or should have been understood by the Licensee (acting reasonably, including code tables, business plans and pricing information not publicly available) to be confidential; and
- (b) the terms of this Agreement;

"Permitted Purpose" means the use of the CARES System in the Licensee's Health and Senior Care business operations;

"Prerequisite CARES System" means any other software or applications or operating system that may be required to enable the CARES System to function and has been identified in the CARES System Specification or Documentation;

"Remedy Period" means a period of 20 Business Days following the Licensee giving to the Licensor a notice that the CARES System has failed the Acceptance Tests, or such other period as the parties may agree in writing;

"Schedule" means any schedule attached to the main body of this Agreement;

"Services" means any services that the Licensor provides to the Licensee, or has an obligation to provide to the Licensee, under this Agreement;

"Set Up and Support Services" means the installation, integration, and configuration of the CARES System in accordance with Part 2 of Schedule 1 (CARES System License Particulars) and the availability of the Support for users to report bugs or issues requiring support;

"CARES System" means the CARES System identified in Part 1 of Schedule 1;

"CARES System Defect" means a defect, error or bug in the CARES System having a material adverse effect on the appearance, operation, functionality, or performance of the CARES System, but excluding any defect, error or bug caused by or arising because of:

- (a) any act or omission of the Licensee or any person authorized by the Licensee to use the CARES System];
- (b) any use of the CARES System contrary to the Documentation by the Licensee or any person authorized by the Licensee to use the CARES System;
- (c) a failure of the Licensee to perform or observe any of its obligations in this Agreement; and/or

- (d) an incompatibility between the CARES System and any other system, network, application, program, hardware or CARES System not specified as compatible in the CARES System Specification;

"**CARES System Specification**" means the specification for the CARES System set out in Schedule 1 (CARES System License Particulars), as it may be varied by the written agreement of the parties from time to time];

"**Source Code**" means the CARES System code in human-readable form or any part of the CARES System code in human-readable form, including code compiled to create the CARES System or decompiled from the CARES System, but excluding interpreted code comprised in the CARES System; and

"**Term**" means the term of this Agreement referred to in Clause 2.1.

2. Term

- 2.1 This Agreement shall come into force upon the Start Date as stated in Section 3 of Schedule 1 and shall continue until terminated in accordance with Clause 19.

3. Supply of CARES System

- 3.1 The Licensor shall make the CARES System available to be deployed for the Licensee, and shall provide to the Licensee such assistance in relation to the deployment and implementation of the CARES System as the Licensee may reasonably request.

4. Set Up and Support Services

- 4.1 Where applicable, the Licensor shall provide the Set Up and Support Services to the Licensee via CARES website.
- 4.2 The Licensor shall use reasonable endeavors to ensure that the Set Up Services are provided in accordance with the timetable set out in Section 3 of Schedule 1 (CARES System License Particulars), Section 4 of Schedule 1(Project Timeline) and Schedule 3 Software Maintenance and Technical Support
- 4.3 The Licensee acknowledges that a delay in the Licensee performing its obligations in this Agreement including informing Licensor of end users for access to Support Services may result in a delay in the performance of the Set Up and Support Services; and subject to Clause 18.1 the Licensor will not be liable to the Licensee in respect of any failure to meet the Set Up and Support Services timetable to the extent that that failure arises out of a delay in the Licensee performing its obligations under this Agreement.
- 4.4 Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set Up and Support Services by the Licensor shall be the exclusive property of the Licensor. If the works arising out of such performance form part

of the CARES System, the intellectual property shall remain with the Licensor and licensed to the Licensee under Clause 6.

5. Acceptance procedure

- 5.1 This section pertains only to Licensees who have entered into a customization agreement for Licensor to deliver agreed customizations to the CARES System. During each Acceptance Period, the Licensee shall carry out the Acceptance Tests.
- 5.2 The Licensor hereby grants to the Licensee a non-exclusive non-transferable non-sublicensable License to use the CARES System during each Acceptance Period solely for the purpose of conducting the Acceptance Tests.
- 5.3 The Licensor shall provide to the Licensee all such assistance and co-operation in relation to the carrying out of the Acceptance Tests as the Licensee may reasonably request.
- 5.4 Before the end of each Acceptance Period, the Licensee shall give to the Licensor a written notice specifying whether the Acceptance Tests have been passed or failed.
- 5.5 CARES System shall be deemed to have passed the Acceptance Tests only after Licensee completes the testing and signs off. Licensee shall ensure that testing is completed within the Acceptance Period.
- 5.6 If the Licensee notifies the Licensor that the Acceptance Tests have failed, then the Licensee must provide to the Licensor, at the same time as the giving of the notice, written details of the results of the Acceptance Tests including full details of the identified failure.
- 5.7 If the Licensee notifies the Licensor that the CARES System has failed the Acceptance Tests, then:
 - (a) if the Licensor agrees with the Licensee that the CARES System has not passed the Acceptance Tests, then the Licensor must correct the issue and re-supply the CARES System to the Licensee before the end of the Remedy Period; or
 - (b) if the Licensor disagrees with the Licensee that the CARES System has not passed the Acceptance Tests, then the parties must meet as soon as practicable and in any case before the expiry of the Remedy Period and use their best endeavours to agree on a plan of action reasonably satisfactory to both parties, and they must record any agreement reached in writing.
- 5.8 If the Licensee notifies the Licensor that the CARES System has passed the Acceptance Tests or the CARES System is deemed to have passed the Acceptance Tests under this Clause 5, then subject to Clause 19.1 the Licensee will have no right to make any claim under or otherwise rely upon any warranty given by the Licensor to the Licensee in this Agreement in relation to the conformance of the CARES System to the CARES System Specification or the absence of CARES System Defects from the CARES System.

6. License

6.1 The Licensor hereby grants to the Licensee, for the period as stated in Schedule 1, CARES System to the Licensee until the end of the Term a non-exclusive, non-transferable, irrevocable (unless terminated in accordance with this Agreement) and non-sub-licensable license to:

Use a single Instance with the URL _____ of the CARES System; subject to the limitations and prohibitions set out and referred to in this Clause 6.

6.2 The rights granted to the Licensee under Clause 6.1 must not be exercised for any purpose except for the Licensee's business purposes.

6.3 The Licensee may not sub-license and must not purport to sub-license any rights granted under Clause 6.1 without the prior written consent of the Licensor.

6.4 The License granted by the Licensor to the Licensee in Clause 6.1 is subject to the limitations regarding the number of installations, the identity of users and the number of concurrent users set out in Schedule 1 (CARES System License Particulars).

6.5 The CARES System may only be used by the identified officers and employees of the Licensee, and the identified officers and employees of the Licensee's agents, subcontractors, licensees, clients, suppliers, and service providers.

6.6 The Licensee must ensure that all persons who use the CARES System with the authority of the Licensee comply with this agreement.

6.7 Save to the extent expressly permitted by this Agreement or required by applicable law on a non-excludable basis, any License granted under this Clause 6 shall be subject to the following prohibitions:

- (a) the Licensee must not sell, resell, rent, lease, loan, supply, publish, distribute, or redistribute the CARES System;
- (b) the Licensee must not alter, edit, or adapt the CARES System; and
- (c) the Licensee must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the CARES System.

6.8 The terms of the License will govern any upgrades, patches, revisions, and the like provided by Licensor that replace and/or supplement the original CARES System.

6.9 The Licensee shall be responsible for the security of user accounts of the CARES System issued by the Licensee under this Agreement and shall use all endeavors (including all reasonable security measures) to ensure that access to such accounts is restricted to persons authorized to use them under this Agreement and to install reasonable protection on such devices against virus.

7. Source Code

7.1 Nothing in this Agreement shall give to the Licensee or any other person any right to access or use the Source Code or constitute any License of the Source Code.

8. License Audit

- 8.1 Where there is reasonable ground to believe otherwise, the Licensor or the Licensor's appointed representative may examine the computer systems, electronic files, and paper files of the Licensee at the premises of the Licensee for the purpose of ascertaining whether the Licensee is complying with the Licenses granted under or in relation to this Agreement. Such an examination shall be limited to computer systems, electronic files, and paper files the examination of which is reasonably necessary to achieve that purpose.
- 8.2 The Licensor must give to the Licensee at least 5 Business Days written notice of an examination together with reasonable evidence of non-compliance under this Clause 8.
- 8.3 The Licensee shall provide to the Licensor all such co-operation as the Licensor may reasonably request in relation to an examination under this Clause 8.
- 8.4 Any examination under this Clause 8 shall be at the cost of the Licensor unless the examination demonstrates that the Licensee has breached the terms of any License under this Agreement, in which case the Licensee shall pay to the Licensor the reasonable costs of the examination.
- 8.5 Not more than one (1) examination under this Clause 8 may be conducted in any 12-month period.

9. Licensee obligations

- 9.1 Save to the extent that the parties have agreed otherwise in writing, the Licensee shall provide to the Licensor, or procure for the Licensor, such:
- (a) co-operation, support, and advice;
 - (b) information and documentation; and
 - (c) governmental, legal, and regulatory licenses, consents, and permits,
- as are reasonably necessary to enable the Licensor to perform its obligations under this Agreement.
- 9.2 The Licensee must provide to the Licensor, or procure for the Licensor, such access to the Licensee's computer hardware, CARES System, networks and systems as may be reasonably required by the Licensor to enable the Licensor to perform its obligations under this Agreement.
- 9.3 The Licensee should ensure compliance to any relevant legal and regulatory requirements during the use of the CARES System including compliance with patient / client confidentiality and data protection regulations e.g. PDPA (Personal Data Protection Act).

10. No assignment of Intellectual Property Rights

10.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the Licensee, or from the Licensee to the Licensor.

11. Charges

11.1 The Licensee shall pay the Charges to the Licensor in accordance with Section 3 of Schedule 1 of this Agreement.

11.2 If the Charges are based in whole or part upon the time spent by the Licensor performing the Services, the Licensor must obtain the Licensee's written consent before performing Services that result in any estimate of time-based Charges given to the Licensee being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Licensee agrees otherwise in writing, the Licensee shall not be liable to pay to the Licensor any Charges in respect of Services performed in breach of this Clause 11.2.

11.3 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable Goods and Services taxes or any applicable withholding tax which will be added to those amounts and payable by the Licensee to the Licensor.

11.4 The Licensor may elect to vary any element of the Charges by giving to the Licensee not less than 60 days' written notice of the variation from the anniversary of the Effective Date of this Agreement. Any variation of the Charges shall be mutually agreed upon and recorded in writing before becoming effective.

12. License Renewal Agreement

12.1 Licenses that are Perpetual are not subject to any renewal.

13. Payments

13.1 The Licensor shall issue invoice/s for Agreed Charges set out in Section 3 of Schedule 1. Schedule of payment and payment terms are also stated therein.

13.2 The License period shall commence on the Start Date.

13.3 The Licensee must pay the Charges by direct debit, bank transfer or cheque (using such payment details as are notified by the Licensor to the Licensee from time to time).

13.4 If the Licensee does not pay any amount properly due to the Licensor under this Agreement (Clause 13.1), the Licensor may suspend the Licensee's access to the CARES System by giving to the Licensee 30 Business Days' notice.

14. Licensor's confidentiality obligations

14.1 The Licensor shall:

- (a) keep the Licensee Confidential Information strictly confidential;
- (b) not disclose the Licensee Confidential Information to any person without the Licensee's prior written consent, and then only under conditions of confidentiality approved in writing by the Licensee;
- (c) act in good faith at all times in relation to the Licensee Confidential Information; and
- (d) not use any of the Licensee Confidential Information for any purpose other than the Permitted Purpose and in compliance with regulations including PDPA.
- (e) not processed, stored, accessed or otherwise transferred outside the country where the data is originally collected; or allow parties outside the country to have access to such data, unless (in each case) with the prior written consent of the licensee;
- (f) notify the licensee immediately as soon as it becomes aware that disclosure of the data may be required by law

14.2 Notwithstanding Clause 14.1, the Licensor may disclose the Licensee Confidential Information to the Licensor's officers, employees, and subcontractors who have a need to access the Licensee Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Licensee Confidential Information. Subject to the agreement of the Licensee, the Licensor may only disclose the said Confidential Information to other parties such as professional advisers, insurers and agents who have a need to access the Licensee Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Licensee Confidential Information.

14.3 This Clause 14 imposes no obligations upon the Licensor with respect to Licensee Confidential Information that:

- (a) is known to the Licensor before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Licensor; or
- (c) is obtained by the Licensor from a third party in circumstances where the Licensor has no reason to believe that there has been a breach of an obligation of confidentiality.

14.4 The restrictions in this Clause 14 do not apply to the extent that any Licensee Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Licensor on any recognised stock exchange.

14.5 Upon the termination of this Agreement, the Licensor must immediately cease to use the Licensee Confidential Information.

14.6 Notwithstanding the above, the parties shall also be bound by the terms of the Privacy Policy contained in Schedule 2.

15. Licensee's confidentiality obligations

15.1 The Licensee shall:

- (a) keep the Licensor Confidential Information strictly confidential;
- (b) not disclose the Licensor Confidential Information to any person without the Licensor's prior written consent, and then only under conditions of confidentiality approved in writing by the Licensor;
- (c) act in good faith at all times in relation to the Licensor Confidential Information; and
- (d) not use any of the Licensor Confidential Information for any purpose other than the Permitted Purpose.

15.2 Notwithstanding Clause 15.1, the Licensee may disclose the Licensor Confidential Information to the Licensee's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Licensor Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Licensor Confidential Information.

15.3 This Clause 15 imposes no obligations upon the Licensee with respect to Licensor Confidential Information that:

- (a) is known to the Licensee before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Licensee; or
- (c) is obtained by the Licensee from a third party in circumstances where the Licensee has no reason to believe that there has been a breach of an obligation of confidentiality.

15.4 The restrictions in Clause 15 shall not apply to the extent that any Licensor Confidential Information is required to be disclosed by law or regulation, judicial or governmental order or request, or pursuant to disclosure requirements related to the Licensee's stock listing on any recognized stock exchange.

15.5 Upon termination of this Agreement, the Licensee shall immediately cease all use of the Licensor's Confidential Information.

15.6 Notwithstanding the above, the parties shall also be bound by the terms of the Privacy Policy contained in Schedule 2.

16. Warranties

16.1 Clause 6 of this Software License Agreement shall apply.

16.2 The Licensor warrants to the Licensee that:

- (a) the Licensor has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (b) the Licensor will comply with all applicable legal and regulatory requirements applying to the exercise of the Licensor's rights and the fulfillment of the Licensor's obligations under this Agreement; and
- (c) the Licensor has or has access to all necessary know-how, expertise, and experience to perform its obligations under this Agreement.

16.3 The Licensor warrants to the Licensee that:

- (a) the CARES System as provided will conform to all material respects with the CARES System Specification;
- (b) the CARES System will be supplied free from material Defects and will remain free from such Defects for the entire period following the supply of the CARES System;

16.4 The Licensor warrants to the Licensee that the CARES System, when used by the Licensee in accordance with this Agreement, will not breach any laws, statutes, or regulations applicable under Singapore law.

16.5 The Licensor warrants to the Licensee that the CARES System, when used by the Licensee in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

16.6 The Licensee warrants to the Licensor that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

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

17. Acknowledgements and warranty limitations

17.1 The Licensee acknowledges that while the Licensor uses its best efforts to design and develop the CARES System, the system is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the CARES System will be wholly free from defects, errors and bugs.

17.2 The Licensee acknowledges that while the Licensor uses its best effort to ensure that the necessary network security and encryption methods are implemented, the complex CARES System is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the CARES System will be entirely secure.

- 17.3 The Licensee acknowledges that the features, mobile applications and connected devices (incorporated / integrated /mentioned) in any of the CARES System functional checklist or user manual is only designed to be compatible with the CARES System; the Licensor does not warrant or represent that any of the aforesaid will be compatible with any other systems.
- 17.4 The Licensee acknowledges that the Licensor does not warrant nor represent that the CARES System is a substitute for medical advice nor judgment and CARES System shall not be relied upon for purposes of diagnosis nor treatment; and, except to the extent expressly provided otherwise in this Agreement, all liability arising for any damages, loss or injury or death arising from any use of CARES System is expressly excluded.
- 17.5 Licensor and its affiliates shall not be liable for any indirect, special, incidental or consequential damages, expenses costs or liabilities or loss of income, loss of use, loss of production, loss of data, business interruption or any other commercial damages or losses arising out of or related to Licensee's use or inability to use the CARES System and related services however caused regardless of the theory of liability (contract, tort or otherwise) and even if the Licensor has been advised of the possibility of such damages.
- 17.6 The Licensor shall use reasonable efforts to deliver software system support and cloud hosting services in accordance with the severity and service levels in Clause 3 of Schedule 3 in this agreement. Unless otherwise stated in this Agreement, and save for provisions in Clause 18 Force Majeure Event.
- 17.7 In no event shall Licensor's total liability to Licensee, its employees, Licensees, shareholders, directors or agents under this License (other than as of may be required by applicable law in cases involving personal injury) arising out of or in connection with this License (including the performance or non-performance of CARES), whether under the law of contract, in tort (including negligence), in equity, indemnities, under statutes or otherwise exceed the Charges/fees of CARES System actually received by Licensor.

18. Force Majeure Event

- 18.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 18.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:
- (a) promptly notify the other; and
 - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 18.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event within a reasonable time frame mutually agreed.

19. Termination

- 19.1 The Licensor may terminate this Agreement by giving to the Licensee not less than 30 days written notice of termination, in the event of any material breach of this Agreement by the Licensee.
- 19.2 The Licensee may terminate this Agreement by giving to the Licensor not less than 30 days written notice of termination, in the event of any material breach of this Agreement by the Licensor.
- 19.3 Notwithstanding clauses 19.1 and 19.2, either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party commits any material breach of this Agreement and the breach is not remediable;
 - (b) the other party commits a material breach of this Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
 - (c) the other party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach).
- 19.4 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- (a) 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;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up; or
 - (d) if that other party is an individual:
 - (i) that other party dies;

- (ii) because of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
- (iii) that other party is the subject of a bankruptcy petition or order.

19.5 The Licensor may terminate this Agreement immediately by giving written notice to the Licensee if:

(a) any amount due to be paid by the Licensee to the Licensor under this Agreement is unpaid by the due date and remains unpaid upon the date that written notice of termination is given; and

(b) the Licensor has given to the Licensee at least 30 days' written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Clause.

19.6 Save for Clauses 19.3, 19.4 and 19.5, in the event of breach the parties shall endeavor to remedy any breach or provide a mutually agreeable resolution. Where such remedy or resolution is not possible, or where either party wishes to terminate this Agreement for any reason, they can do so by giving the other party written notice with a mutually agreed notice period that is no longer than 60 calendar days. During this period all provisions of this agreement including but not limited to license, system support and payment shall remain in force.

19.7 Notwithstanding the provisions of this clause 19, the Licensee may terminate this Agreement by giving to the Licensor not less than 60 days written notice of termination without assigning any reason therefor.

20. Effects of termination

20.1 Upon termination of this Agreement, all the provisions of this Agreement shall cease to have effect, and the Licensee shall cease all use of the System and delete all copies, full or partial, of the System.

20.2 The provisions of Clause 15 shall survive the termination of this Agreement.

21. Notices

21.1 Any notice given under this Agreement must be in writing, whether described as "written notice" in this Agreement.

21.2 Any notice given by the Licensee to the Licensor under this Agreement must be:
sent by email and post using the relevant contact details set out in Clause 21.4.

21.3 Any notice given by the Licensor to the Licensee under this Agreement must be:
sent by email and post using the relevant contact details set out in Clause 21.4.

21.4 The parties' contact details for notices under this Clause 21 are as follows:

- a) in the case of notices sent by the Licensee to the Licensor,

Name: Ng Li Lian

Designation: Managing Director

Email: lilian.ng@tetsuyuhealthcare.com;

Address: #05-44, 60 Paya Lebar Road, Paya Lebar Square, Singapore 409051

- (b) in the case of notices sent by the Licensor to the Licensee

Name:

Email:

Designation:

Address:

21.5 The addressee and contact details set out in Clause 21.4 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 21.

21.6 A party receiving from the other party a notice by email must acknowledge receipt by email promptly, and in any event within 5 Business Days following receipt of the notice.

21.7 The Licensor reserves the right to amend the terms of this License and will notify the Licensee in advance if changes are made ("Change Notification"). The Licensee can indicate through written notice to the Licensor its refusal to accept the amendments (Notice of Refusal) within 30 days of the Change Notification and provisions in Clause 19.6 shall come into effect.

22. Subcontracting

22.1 The Licensor may subcontract any of its obligations under this Agreement

22.2 The Licensor shall remain responsible to the Licensee for the performance of any subcontractor obligations.

23. No Assignment

23.1 Except for Clause 23.2, the parties must not assign, transfer, or otherwise deal with each parties' contractual rights and/or obligations under this Agreement without the prior written consent of the other party.

23.2 The Licensor may appoint Sub-licensors, partners, or contractors to take over any of its rights and obligations pertaining to this licensing agreement. In such an event, the Licensor shall provide written notice to Licensee to within 30 days from the date of such an appointment.

24. No waivers

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

24.2 No waiver of any breach of any provision of this Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of this Agreement.

25. Severability

25.1 If a provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

25.2 If any unlawful and/or unenforceable provision of this Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

26. Third party rights

26.1 This Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.

26.2 The exercise of the parties' rights under this Agreement is not subject to the consent of any third party.

27. Variation

27.1 Save for the Charges, Termination and Notice provisions in Clause 11, 19 and 21 of this Agreement, this Agreement may not be varied except by means of a written document signed by or on behalf of each party.

28. Entire agreement

28.1 The main body of this Agreement and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all

previous agreements, arrangements, and understandings between the parties in respect of that subject matter.

28.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into this Agreement.

29. Law and jurisdiction

29.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore.

29.2 Any disputes relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of Singapore.

30. Interpretation

30.1 In this 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.

30.2 The Clause headings do not affect the interpretation of this Agreement.

30.3 References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

30.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below.

SIGNED BY : Ng Li Lian, Managing Director

On _____

duly authorized for and on behalf of the Licensor]:

.....

SIGNED BY :

On _____

duly authorized for and on behalf of the Licensee]:

.....

SCHEDULE 1 (CARES SYSTEM LICENSE PARTICULARS)

1. High Level Specification for CARES System

1.1 Hardware Requirements

a) Web Application

SERVER COMPUTING:

The system should have a minimum specification as below: -

1. Operating System. At least Windows Server 2019 onwards
2. Processor with clock 3 Gigahertz (GHz) or faster, 8 core
3. Memory/RAM. 16 GB (Recommended 32GB)
4. Hard disk space. 1TB (Recommended 1TB SSD)
5. Graphics card. Microsoft DirectX 9 graphics device with WDDM driver
6. Internet access. Dedicated 10mbps (Recommended higher)

WINDOWS COMPUTING (Web)

The system should have a minimum specification as below: -

1. Operating System. At least Windows 10. (Recommended Windows 11) with IIS 10 or above installed.
2. Processor. 3 gigahertz (GHz) or faster. (Recommended i7 Quad Core)
3. Memory/RAM. 8 GB (Recommended 16GB)
4. Hard disk space. 100 GB (Recommended 256GB SSD)
5. Graphics card. Microsoft DirectX 9 graphics device with WDDM driver.
6. Display: 800x600. (Recommended 1280x720)
7. Internet access. Dedicated 10mbps (Recommended higher)
8. Browser Minimum Version
 - Microsoft Edge 44.18362.449.0 or above
 - Mozilla Firefox Version 72.0.2 or above
 - Google Chrome Version 80.0.3987.100 or above
 - Safari Version 12.0 or above Chrome Version 65.0

On mobile, we support the current and previous major releases of the following browsers:

- Safari (Version 5)
- Chrome (Version 74.0)

If you are using a current version of a supported browser and a site feature still does not work as expected:

- Determine if your internet browser is current or needs upgrading.
- Try using a different browser (in its latest version) as a temporary workaround.

If you have tried these solutions but continue experiencing issues, contact us with the following details:

- An explanation of the issue
- The browsers and versions you have tried
- A screenshot of your issues

b) Mobile Application: Supported OS and Devices:

iOS	Android
iOS mobile devices (iPhone and iPad) iOS 14 and above with BlueTooth and Wifi or Data Connectivity and QR Code reader	Android mobile devices (Phone or Tablet) on Android 8.0 and above with BlueTooth and Wifi / Data connectivity and QR Code reader

Ready-made modules in Standard Version of CARES

	Functions				
Software	CARES				CARES Mobile
	Web Based App				Mobile App
Hardware	Any PC / Smart Device				Any Smartphone
		Sheltered Home	Home Care	Day Care Centre	
Referral Management	Referral	✓	✓ IRMS	✓IRMS	
Admission Management (Client Management)	Pre-Admission	✓	✓	✓	
	Client Admission	✓	✓	✓	
	Client Assignment	✓	✓	✓	
	Client Discharge	✓	✓	✓	
Muster Attendance	Muster Attendance linked to Temperature Taking	✓			✓
	Audited Muster Report for MSF	✓			
Service Attendance	Service Attendance linked with Temperature Taking	✓	✓(linked to Home Visit Schedule)	✓	✓
Fee Management	Services and Fee Setup and Configuration	✓	✓	✓	
	Services Consumed Tracking	✓	✓	✓	
	Means Testing and Subsidy Recording	✓	✓	✓	
	Means Testing Monitoring and Reminders	✓	✓	✓	
	Invoicing, Receipts and Statement of Accounts	✓	✓	✓	
Daily Operations Management	Attendance Taking with QR Code (Facial Recognition Option Available)			✓	✓
	Vital Signs Taking - Temperature, SPO2, BP (BLE Option Available)	✓	✓	✓	✓

	Client Movement	✓			✓
	Medical Appointment	✓			
	Task & Internal Event Management	✓	✓	✓	✓
	Scheduling and Route Optimization		✓		
Incident Management	Incident Reporting	✓	✓	✓	
	Behavioural Reporting	✓	✓	✓	
Visitor Management	Check In/Check Out	✓		✓	
	Temperature Recording	✓		✓	
Medication	Medical History	✓	✓	✓	
	Medicine Administration	✓	✓	✓	✓
	Medicine Dispensation Report	✓			
	Medicine Inventory	✓			
Multi-Discipline Case Management / Nursing Care Management	Scored Assessments (e.g. Resident Assessment Form)	✓	✓	✓	
	Multidisciplinary Assessments (OT/ PT/ SW/ Nursing/ Medical)	✓	✓	✓	
	Individual Care Plans / Nursing Care Plan	✓	✓	✓	
	Progress Tracking and Nursing Reports	✓	✓	✓	
	Wound Assessments	✓	✓	✓	
Communication	Chat	✓	✓	✓	✓
	Alerts	✓	✓	✓	✓
	Email Notification	✓	✓	✓	
Programme Management / Family Engagement	Event Invitations	✓		✓	
	Survey Listings		✓	✓	
Integration	IRMS		✓	✓	
	ILTC		✓	✓	
	Welch Allyn Vital Sign Device	✓	✓	✓	

	Pensees Facial Recognition System	✓	✓	✓	
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2. Set Up and Timetable for COMPANY

Set up will be pushed out to the live site (Go Live Date) for licensee by the **Start Date as stated in item 3 below**

Support services on CARES will be available at the same time

Licensee must provide full list of users and email addresses to licensor one week before Go Live Date for account setup

3. License Agreement Charges (Inclusive of Web, Mobile App and Support)

Description	CARES System (Web and Mobile App)
Name of Licensee	
Period of Agreement	Perpetual License System Support for three (3) years
Start Date	To include once agreed
License Subscription Fee	Inclusive of System Support for CARES (standard version) for three (3) years
No. of System Users	Standard CARES Software and CARES4CAREGIVERS (C4CG) Mobile for up to the following system users for each of these services in Singapore:
Additional System Users (License Fee inclusive of support maintenance)	
No. of Community License Users (if applicable)	
Additional Caregiver Users (Community License Fee)	
Customization	

System Support	See Price Schedule
System Configuration and Setup	Yes. Please refer to XXXX
Hosting	Hosted on Tetsuyu Cloud Service.
Training	Yes.
Data Migration	Yes.
Agreed Charges	Please refer to Price Schedule
Payment Terms	Please refer to Payment Schedule
Project Timeline	Please see Project Timeline
Sales Quotation	Please refer to Appendix 1
Change Requests or Enhancement Requests	Chargeable based on agreed scope at Man Day Rate of \$750 per man day.

Above charges are quoted before GST.

4. Scope of Customization
5. Project Timeline
6. Pricing and Fees
7. Payment Schedule

Schedule 2: Privacy Policy

1. INTRODUCTION

1.1 This privacy policy sets out how we comply with the provisions of the Personal Data Protection Act 2012 of Singapore (“PDPA”) as follows:

- (a) how we manage your Personal Data;
- (b) the types of Personal Data we collect, use, disclose and/ or retain;
- (c) how we collect, use, disclose and/ or retain your Personal Data; and
- (d) the purpose(s) for which we collect, use, disclose and/ or retain your Personal Data.
- (e) describe the steps we take in managing data as data controllers i.e. we control the use of the personal data collected) or as data intermediary i.e. we process the data on behalf of the data controller (Licensees of our software and applications).

To describe the ways in which we will process and use the Data only to the extent strictly necessary to perform our obligations or as otherwise provided under the License Agreement.

1.2 We will collect, use, or disclose Personal Data for reasonable business purposes only with the individual's consent or deemed consent, and after notifying them of such purposes.

1.3 We may also collect, use, or disclose Personal Data if required or authorized under applicable laws.

1.4 You agree and consent to us, our authorized service providers and third parties to collect, use and disclose and/ or retain your Personal Data in accordance with this privacy policy.

1.5 This Privacy Policy supplements, but does not supersede or replace, any other consent you may have previously provided to us, nor does it affect any rights we may have under the law in connection with the collection, use, disclosure, and/or retention of your Personal Data

1.6 From time to time, we may update this privacy policy to ensure that our policy is consistent with any regulatory changes, however, subject to your legal rights in Singapore, the prevailing terms of the privacy policy shall apply.

2. USE BY MINORS

2.1 We do not knowingly collect personal data from individuals under the age of 18 and we request that these individuals do not provide personal data through our websites. If we become aware that individuals under the age of 18 has been registered, we will expunge any related personal data from our records.

3. PERSONAL DATA

3.1 In this privacy policy, "Personal Data" refers to any data and/or information about you from which you can be identified by, either from that data; or other information to which we may have legitimate access to.

3.2 Examples of such Personal Data include but are not limited to:

- (a) Your name, NRIC, passport or other identification number, telephone number(s), mailing address, email address, and any other information related to you that you have provided in any forms submitted to us, or in other forms of interaction with you.
- (b) your photos;
- (c) your employment history, education background, and income levels;
- (d) Personal Data of your family members, such as next of kin, spouses, and children; and
- (e) information about your usage of and interaction with our website and/or services.

Section A. OUR RESPONSIBILITIES AS DATA CONTROLLER

For Licensees of CARES, CARES4CAREGIVERS and CARES4WOUNDS, please refer to Section B.

4. COLLECTION OF PERSONAL DATA

4.1 We collect Personal Data from clients, customers, business contacts, partners, personnel, contractors and other individuals.

4.2 We collect such Personal Data when it is necessary for business purposes or to meet the purposes for which the individuals have submitted the information.

4.3 Such Personal Data may be provided to us in forms filled out by individuals, face to face meetings, email messages, telephone conversations, through our websites or provided by third parties.

4.3 If any individuals contact us, we may keep a record of that contact.

4.5 We will only collect, hold, process, use, communicate and/or disclose such Personal Data, in accordance with this privacy policy.

4.6 If any party is acting as an intermediary or otherwise on behalf of a third-party individual or supplying us with information regarding a third- party individual (such as a friend, a colleague, an employee etc), we will take reasonable steps to ensure that the intermediary is an authorized representative or agent who has obtained all necessary consents from such third party individual or the collection, processing, use and disclosure of the Personal Data to us.

4.7 As we are collecting the third-party individual's data from you, you undertake to ensure that the third- party individual is aware of all matters listed in this privacy policy, preferably by distributing a copy of this privacy policy to them or by referring them to our website.

5. USE OF PERSONAL DATA AS DATA CONTROLLER (This does not apply to Users of CARES, CARES4CAREGIVERS and CARES4WOUNDS)

In general, we may use your Personal Data for the following purposes:

- (a) to provide our services;

- (b) to respond to the individual's request or for the purposes for which it was provided to us as stated at the time of the collection (or as is obvious from the context of collection);
- (c) to maintain contact with clients, contractors and other contacts;
- (d) for general management and reporting purposes;
- (e) for recruitment purposes;
- (f) for purposes related to the employment of our personnel and providing internal services to our personnel;
- (g) all other purposes related to our business; and
- (h) to comply with applicable laws and regulations.

If you currently reside in an EU jurisdiction, additional rights under General Data Protection Regulation (GDPR) may apply. As such, you may:

- (i) ask us to delete your personal data if it is no longer needed for the purposes set out in Section 3. Personal Data or if there is no other legal basis for the processing;
- (j) object to us using your personal data for direct marketing (including related profiling) or other processing based on legitimate interests;
- (k) request that provides a copy of your personal data in a structured and commonly used format in certain circumstances; and
- (l) limit how we use your personal data or withdraw your consents (including automated decision making) you have given for the processing of your personal data.

If you want to exercise your rights, you can get in touch with our Data Protection Officer at [contact us](#).

6. DISCLOSURE OF PERSONAL DATA (This does not apply to Users of CARES, CARES4CAREGIVERS and CARES4WOUNDS)

6.1 We do not disclose Personal Data to third parties except when required by law, when we have the individual's consent or deemed consent or in cases where we have engaged third parties such as data intermediaries or subcontractors specifically to assist with our company's activities.

6.2 We may also disclose your Personal Data to the following group of external organizations, subject to the requirements of applicable laws:

- (a) our affiliated companies;
- (b) agents, contractors, data intermediaries or third-party service providers who provide services, such as telecommunications, mailing, information technology, payment, payroll, data processing, storage and archival, to us;
- (c) external banks, financial institutions, and their respective service providers;
- (d) our professional advisers;
- (e) relevant government regulators, statutory boards or authorities or law enforcement agencies to comply with any laws, rules, guidelines and regulations or schemes imposed by any government authority; and
- (f) any other person in connection with the purposes set forth above.

7. THIRD-PARTY SITES

7.1 Our marketing website may contain links to other websites operated by third parties independent of us, but we are not responsible for the privacy practices of such websites operated by third parties even though it is linked to our website(s).

7.2 We encourage you to learn about the privacy policies of such third-party website(s) by checking the policy of each site you visit and contact its owner or operator if you have any concerns or questions.

8. PROTECTION OF YOUR PERSONAL DATA

8.1 We maintain appropriate security safeguards and practices to protect your Personal Data unauthorized access, collection, use, disclosure, copying, modification disposal or similar risks, in accordance with applicable laws.

9. ACCESS AND CORRECTION OF YOUR PERSONAL DATA

9.1 We take all reasonable measures to ensure that your Personal Data remains accurate, complete, and up-to-date.

9.2 You may also keep us informed when there are any updates to your Personal Data by contacting us directly.

9.3 You may request access to or make corrections to your Personal Data records, but we have the right to charge a reasonable fee for processing your request.

9.4 Please submit your request to us by writing to our Data Protection Officer at [contact us](#).

10. RETENTION OF PERSONAL DATA

10.1 We may retain your personal data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted under applicable laws.

10.2 We will cease to retain your personal data, or remove how the data can be associated with you, as soon as it is reasonable to determine that such retention no longer serves the purpose for which the personal data was collected, and is no longer necessary for legal or business purposes.

11. WITHDRAWAL OF CONSENT

11.1 If you wish to withdraw your consent to any use or disclosure of your Personal Data as set out in this Personal Data Protection Policy, you may contact our Data Protection Officer at [contact us](#).

11.2 If you have any questions or complaints relating to the use or disclosure of your Personal Data, or if you wish to know more about our data protection policies and practices, please contact our Data Protection Officer via email at [contact us](#).

SECTION B: OUR RESPONSIBILITIES AS DATA INTERMEDIARY

12. Patient Personal data is stored in software products designed, developed, and distributed by us (CARES, CARES4CAGIVER and CARES4WOUNDS product) software or Database hosted with us of software and data hosting. Hence, we take steps to comply with our responsibilities as a data intermediary under the PDPA.

13. COLLECTIONS, USE, PROCESS AND DISCLOSURE OF PERSONAL DATA

13.1 Licensees of our products will collect user or patient's personal data ("The Data") in our software. They are deemed to be Data Controllers of such data and we shall manage our responsibilities as data intermediary as follows:

- a) Collection of any user or patient data ("the Data") by the Licensee is deemed to be with consent of users and patients.
- b) We will take the necessary technical and operational precautions including data encryption, data masking and access controls to protect the personal data and comply to PDPA,
- c) Only authorized Tetsuyu staff supporting the Licensee in the use of the software e.g. maintenance or bug fix shall have access to the Licensee's software instance,
- d) The licensee should be also responsible to take the necessary precautions.

13.2 Additionally, we shall:

- a) Comply with the requirements of the License Agreement in the provision of services to the Data Controller;
- b) Process and use the Data only to the extent strictly necessary to perform its obligations or as otherwise provided under License Agreement;
- c) Only disclose the Data to our employees and personnel that have a need to access the Data for the sole purpose of supporting Licensee's use of the solution. We shall ensure that all such employees and personnel are bound by a confidentiality agreement;
- d) Will not disclose the Licensee/ Data Controller's confidential information to any person without prior written consent from the Licensee/ Data Controller, even if such information has been declassified. If we need to send any information after acquiring the written permission from Data Controller, we will sanitize confidential information prior to sending it out.
- e) Will not disclose any of the news item, article, publication, advertisement, prepared speech or any other information or material, including any works requested by Data Controller without prior written approval from the Data Controller.
- f) Comply with its obligations under Data Protection Law, and shall take such steps as requested by Licensee / Data Controller to enable the Licensee / Data Controller to comply with the Data Controller's obligations under Data Protection Law;
- g) provide evidence to the Licensee /Data Controller on request of the technical and organizational measures we have taken to comply with its obligations.
- h) Do not allow the data to be processed, stored, accessed outside the country where the data is originally collected nor allow parties outside of the country to have access to such data unless with prior written consent from the Data Controller.
- i) disclose personal data belonging to the Licensee/Data Controller to government agencies during an investigation or litigation, if required by law. In such cases, we shall promptly notify the Licensee/ Data Controller upon becoming aware of the disclosure requirement, unless prohibited by law.
- j) The Licensor shall comply with any reasonable requests, directions, or guidelines from the Licensee/Data Controller regarding the handling of personal data. Any such requests may be subject to additional charges, depending on the jurisdiction of the Licensor and the complexity of the request.

14 DATA PROTECTION

14.1 We incorporate Data Protection by Design as an approach when designing the software and its mobile applications.

14.2 Data is encrypted at rest with Transparent Data Encryption (TDE) while data during transit is encrypted by Transport Layer Security (TLS). Apart from that, our web application is secured with SSL (HTTPS).

14.3 We will also ensure that appropriate controls are in place to prevent our employees access to special categories of Data, where relevant, except in circumstances where employees have a need to access the Data for technical support or compliance reasons.

14.4 In the event that the confidential data are stored in portable computers and external storage devices, we will ensure that the confidential data are stored in an encrypted form using desktop security software.

14.5 We will implement, maintain, and always operate adequate and appropriate technical and organizational measures to;

- i. protect the security, confidentiality, integrity, and availability of the Data,
- ii. prevent the unauthorized access to special categories of Data,
- iii. protect against unauthorized or unlawful processing of the Data and against accidental loss, destruction or the making vulnerable of, or damage to, the Data; such measures shall, at a minimum, meet the requirements of Data Protection Law; and
- iv. protect any information documents and papers passed by Data Controller to Data Intermediary/ Data Processor to prevent any unauthorized access.

15 DATA TRANSFER

15.1 We will not transfer, access, or process any personal data outside the Country where the data is originally collected without prior written consent from the Licensee/ Data Controller.

16 DATA SUB-INTERMEDIARIES

16.1 We will not sub-contract data to another data intermediaries without written permission from Licensee.

16.2 If written permission is provided, we will ensure that all third parties engaged to store or process personal data on our behalf (i.e. Data sub-intermediaries) are aware of and comply with the contents of this policy and Data Protection Law. Assurance of such compliance is obtained from all sub-intermediaries whether companies or individuals, prior to granting them access to Personal Data controlled by us.

17 DATA RETENTION AND RETURNING DATA

17.1 We will cease to retain any personal data belonging to the Licensee upon the termination of the contract.

17.2 Upon the request of the Licensee /Data Controller or on Termination of the Licensing Agreement, we will return the data to the Licensee as per mutually agreed format with the Licensee and securely destroy any personal data belonging to the Licensee.

17.3 We will provide written notification that the data had been deleted as per the Licensee/ Data Controller's written request.

18 BREACH OR COMPLIANCE FAILURE

18.1 Should we discover or suspect a compliance failure, security incident, suspected incident, or breach, we will inform the Licensee / Data Controller as soon as possible.

18.2 We will investigate the compliance failure, security incident, suspected incident, or breach as per Data Breach Response Plan.

19 DATA SUBJECT REQUEST REFUSALS

19.1 We will not respond to any individual's requests, including withdrawal of the personal data, access and correction of the personal data entrusted to us by Licensee / Data Controller.

If you have any questions or complaints relating to the use or disclosure of your Personal Data, or if you wish to know more about our data protection policies and practices, please contact our Data Protection Officer.

20 SURVIVAL OF CONFIDENTIALITY OBLIGATIONS

20.1 The termination or expiry of this Contract, for any reason, shall not relieve the Tetsuyu including its employees, agents, and subcontractors, from its confidentiality obligations under this Agreement. These obligations shall survive indefinitely, or for the duration required under applicable data protection laws and regulations governing the handling of personal data.

Schedule 3: Software Maintenance and Technical Support

This schedule sets out the Software Maintenance and Technical Support provided by LICENSOR to support the Licensee. It also describes the Licensee's role in the implementation of the Software. The scope of the managed services relating to cloud hosting is listed as well.

Unless explicitly mentioned in this schedule all other terms shall be subject to the main section of the Software Licensing Agreement.

1. USER TRAINING AND APPOINTMENT OF LICENSEE IT / CLINICAL ADMINISTRATORS

LICENSOR will conduct user training for users per terms specified in the Schedule 1

The Licensee understands that training of all users is critical for the successful implementation of the CARES System in their organization. The Licensee will also appoint IT and /or Clinical Administrators ("Administrator/s") who will undergo training to ensure that they are able to manage day to day use and simple troubleshooting of the Software. All Users should also be familiar with the workflows in the Software and internal workflows.

2. DEPLOYMENT, CONFIGURATION AND TESTING

Deployment and initial Configuration of Software will be performed by LICENSOR.

The Web Application will be deployed into the Cloud Infrastructure and Instance instructed by the Licensee. For the purposes of this agreement, the Licensee will be using the Cloud infrastructure provided by LICENSOR. LICENSOR will create an instance (URL to be provided) for the web application and deploy the web application into the instance accordingly. The Licensee's Administrator will create the users for the Software according to the access rights defined by Licensee.

Any Mobile Application will be deployed into Licensee's Multi-Device Management (MDM) environment managed by Licensee's IT Administrator. The Licensee's IT Administrator will distribute the Mobile App into authorized Mobile Devices controlled by the Licensee.

LICENSOR will work with the Licensee's Administrator on the Configuration Requirements of the Software. Licensee's Administrator will be responsible for any User Acceptance Testing to demonstrate that Software is ready for use.

3. TECHNICAL SUPPORT FOR SOFTWARE AND CLOUD HOSTING

LICENSOR will establish and maintain the processes to provide support for the CARES Software and Cloud Hosting after deployment.

Support shall include

- (i) diagnosis of problems or performance deficiencies of the Software
- (ii) resolution of the problem or performance deficiencies of the Software.
- (iii) Licensor does not purport to have expertise in any non-Software related issues including but not limited to hardware, WIFI connectivity, user competency or unsupported workflows that could affect Software performance. On a best effort basis, Licensor will

work with users to identify non software related causes for performance problems such as connectivity issues.

LICENSOR will provide online support on a business day basis using the following Support Channels. Business day is defined as 9:00 AM through 5:00 PM Singapore time, Mondays to Fridays, excluding public holidays. Licensee’s Designated Contacts (See Clause 8C) can utilize the following Support Channels:

Severity Level	Hotline	Email	System Support CHAT
Severity 1 and 2	+65 9018 0206	cares_support@tetsuyuhealthcare.com	Available within Licensee’s URL
Severity 3	N.A.		

Licensees are encouraged to use the System Support CHAT function for better traceability of issues logged.

LICENSOR will use its best efforts to address, as described below, reported, and reproducible errors in the Software. LICENSOR utilizes the following three (3) severity levels to categorize reported problems:

SEVERITY 1 HIGH BUSINESS IMPACT

Severity 1 deficiencies relate to errors that will render the entire CARES system unusable. Licensor will respond to the request within two (2) hours of notification and will engage Licensee during business hours until an acceptable resolution is achieved. Licensor will use reasonable efforts to resolve such errors within 8 business hours after the request was logged. Should the error require more than 8 hours to resolve, a workaround will be provided where possible to enable users to continue use of the CARES system. Severity 1 requests shall be made via phone call, email, and System Support Chat on CARES Web application. User should indicate “Severity 1 Impact” in the Header.

SEVERITY 2 MODERATE BUSINESS IMPACT

Severity 2 deficiencies occur when important features of the Software are unavailable, but an alternative workaround solution is available or non-essential features of the Software are unavailable with no alternative solution. Licensor will respond to the request within one (1) business day of notification and shall within 2 business days remedy the deficiency or provide a plan and timetable acceptable to both parties. Severity 2 requests shall be made via phone call, email and System Support Chat on CARES Web application. Users should indicate “Severity 2 Impact” in the Header.

SEVERITY 3 MINIMAL BUSINESS IMPACT

Severity 3 deficiencies refer to software information request, software enhancement or documentation clarification or minor defects which has no operational impact such as typographical errors or poor

layout. The implementation or use of the Software by the Licensee is continuing and there is no negative impact on productivity.

LICENSOR will provide an initial response regarding the request within one (1) business weeks. Upon investigation, Licensor may revert on priority of such requests as:

- Normal Priority, within 7 working business days, Licensor will fix the defect or provide a plan and timetable acceptable to both parties.
- Low Priority, the solution will be provided within the next regular CARES software release
- Non-priority, the issues may not be addressed.

This support is not intended as a consultancy or software customization service. With respect to severity one (1) reported deficiencies, LICENSOR may, with the concurrence of the Licensee, elect to send senior support or development staff to the Licensee location to accelerate problem resolution. LICENSOR will be responsible for the costs associated with this escalated problem resolution if the problem is determined to be related to supported Software. If it is determined that the problem was not related to the supported Software, the Licensee agrees to pay reasonable expenses in addition to LICENSOR's standard Man Day rate of S\$700/-.

LICENSOR understands the need for the Licensee to receive more support in the period immediately after handover. Hence LICENSOR shall establish communication channels such as WhatsApp group chat with key users and the Licensee's IT contact to render any assistance or provide guidance for 30 days post-handover (handover date to be mutually agreed).

4. SOFTWARE MAINTENANCE

During the term of this agreement, LICENSOR will provide the Licensee with copyrighted patches, updates, releases, and updated builds of the Software along with other generally available technical material. These maintenance materials including the Software may not be used to increase the licensed number of versions or copies of the Software. All patches, updates, releases, and new versions shall be subject to the license agreement related to the Software.

5. MANAGED SERVICES FOR CLOUD HOSTING

LICENSOR shall provide the following managed services to support the Licensee's Data Hosting needs:

● OS / Hardware related patching.
● Management of Server and any provisioning request.
● Monitor the managed Server management Infrastructure.
● Monitor virtual and physical instances
● Via event management, detect unexpected Hardware events relating to memory, processors, and disks.
● Via event management, detect unexpected Operating System Software events.
● Monitor resource utilization such as disk, memory, and processor against predefined thresholds.
● Review capacity for current utilization, maximum and available capacity.

<ul style="list-style-type: none">● Invoke overarching Capacity Management process when capacity thresholds are in jeopardy, at risk, underutilized or exceeded.
<ul style="list-style-type: none">● Manage the backup, and any restore request.
<ul style="list-style-type: none">● Provide specialist support for Incidents.
<ul style="list-style-type: none">● Manage the accounts that Licensee uses for the Operating System administration.
<ul style="list-style-type: none">● Schedule and perform regular housekeeping of the Servers.
<ul style="list-style-type: none">● Schedule and perform Server maintenance activities.
<ul style="list-style-type: none">● Schedule and control the correct functioning of the Servers
<ul style="list-style-type: none">● Schedule and control the correct functioning of the Servers

6. WARRANTY ON TECHNICAL SUPPORT

LICENSOR will undertake all reasonable efforts to provide technical assistance stated in this document and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation. However, LICENSOR does not guarantee that the problems will be solved or that any item will be error-free. This support is only applicable to LICENSOR Software running under the environments or use cases specified in the release notes and / or user manuals for that product.

LICENSOR may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service beyond the contractual period.

EXCEPT AS PROVIDED ABOVE, THE SERVICES AND MAINTENANCE ARE PROVIDED 'AS IS'. LICENSOR is not liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if Licensee has advised of such a claim. LICENSOR's liability shall not exceed the fees that Licensee has paid under the licensing agreement.

7. TERM

This support shall start on the Effective Date and end on End Date stated in the Licensing Agreement.

8. GENERAL

(a) Each party acknowledges that it has read this addendum and understands the content as well as roles and responsibilities.

(b) The Software and the use thereof is subject to the license agreement related to the Software.

(c) LICENSOR will provide the Support Services listed for the CARES Software and liaise only with contacts ('Designated Contacts') named by Licensee below.

Designated Contacts, full names followed by telephone number and e-mail address.
(Two maximum).

Contact 1

Name:

Telephone #:

E-mail Address:

Contact 2

Name:

Telephone #:

E-mail Address:

During the term of this agreement, the Licensee may delete and add Designated Contacts by sending notification in writing on Licensee's letterhead and addressed to LICENSOR's Managing Director. We may rely on such notice to make the change.