

## TERMS AND CONDITIONS OF LICENCE AND SERVICE

The licence and services offered by **CMS DATA TECHNOLOGY PTE. LTD.** a company incorporated in Singapore, having its registered office at 195 Pearl's Hill Terrace #03-31, Singapore 168976 (the "**Company**") shall be governed by the following terms and conditions. The Company has developed a proprietary digital platform named "BeehivES" which is used in the construction industry in Singapore, and which holds construction-related datasets generated from the adoption of different construction-related digital solutions (the "**Platform**"). You, the Client, wishes to obtain a licence to use the Platform to utilise the data products derived from BeehivES (the "**Data Product(s)**"), and the right to access and use the data and the Data Products.

(The Company and the client are collectively referred to as the "**Parties**" and singularly as a "**Party**", which expressions shall include their respective successors-in-title and permitted assigns)

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 The Schedule(s) appended to these Terms and Conditions are incorporated into these Terms and Conditions.
- 1.2 A reference to a person shall include a corporate entity or other legal entity. Words importing the singular shall also include the plural and vice versa where the context requires.
- 1.3 All references herein to clauses, unless otherwise expressly stated, are references to clauses numbered in these Terms and Conditions and not to those in any other document forming part of these Terms and Conditions. References to provisions in the other documents forming part of these Terms and Conditions shall be identified by the clause reference in that document followed by a description of the document referred to.
- 1.4 Unless otherwise provided, any reference to any statute or legislation shall be deemed to be a reference to such statute or legislation as amended from time to time and shall be deemed to include any subsidiary legislation made thereunder.

### 2. SCOPE OF AGREEMENT

#### 2.1 Grant of licence

(a) General

The Company hereby grants to the Client a limited, non-exclusive, non-transferable licence to use the Platform and/or the Data Product(s) during the Term (the "**Licence**").

(b) Restrictions

Client shall not:

- (i) decompile or reverse engineer the Platform and/or the Data Product(s) or otherwise attempt to obtain the source code for the Platform;
- (ii) sublicense or allow any other person to use the Platform and/or the Data Product(s), except pursuant to the normal operation of the Client's business;

- (iii) use the name or proprietary logo(s) of Company without Company's prior written consent;
- (iv) use the Platform and/or the Data Product(s) for any purpose other than in connection with the Client's business;
- (v) use the Platform and/or the Data Product(s) in a manner that interferes with the use of Platform and/or the Data Product(s) by the Company or its other clients; or
- (vi) commence development of an electronic platform for the purpose of offering such electronic platform to others, in competition with the Platform and/or the Data Product(s).

2.2 **Services:** Company shall provide the services signed up for by the Client. Any changes to the scope of works of the Services agreed by the Parties in writing following the execution of these Terms and Conditions shall be subject to additional fees and charges to be determined in a further quotation to be provided by the Company to the Client for that additional work whereupon all other terms and conditions set out in these Terms and Conditions shall continue to apply and be binding upon the Parties in relation to the additional works.

### 3. **CONFIDENTIALITY**

#### 3.1 Definition

**Confidential Information** shall mean any information of a non-public, confidential or proprietary nature, whether of commercial, financial or technical nature, Client, supplier, product or production-related or otherwise, including but not limited to trade secrets, disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"). Such information may be disclosed in any form, provided that it is disclosed reasonably in connection with these Terms and Conditions.

#### 3.2 Limited use

A Receiving Party shall not use Confidential Information for purposes other than in connection with these Terms and Conditions. The Receiving Party shall treat the Disclosing Party's Confidential Information with at least the same degree of care as it would use in respect of its own confidential information of similar importance, but in any event a reasonable level of care. In particular, the Receiving Party shall not disclose, publish, disseminate or make accessible the Disclosing Party's Confidential Information, in whole or in part, in any way or form, to third parties other than to its employees on a need-to-know basis, in connection with the performance of the Receiving Party's obligations under these Terms and Conditions.

#### 3.3 Exemptions

The restrictions and obligations in this Clause 3 shall not apply to the Disclosing Party's Confidential Information, which:

- (a) is or has become generally available to the public other than through a breach of these Terms and Conditions;

- (b) was received by the Receiving Party from a third party and not indirectly from the Disclosing Party in violation of any obligation of secrecy or non-use; and/or
- (c) was in the possession of the Receiving Party prior to disclosure or is developed independent from such Confidential Information, as is shown by competent evidence.

#### 3.4 Court orders

In case Confidential Information is required to be disclosed by the Receiving Party in connection with a court order or other legal requirement, the Receiving Party shall be allowed to do so, provided that it shall without delay inform the Disclosing Party in writing of receipt of such order or duty and enable the Disclosing Party reasonably to seek protection against such order or duty.

#### 3.5 Return or destroy

Upon request of a Disclosing Party, the Receiving Party shall without delay (a) return all their copies, samples and extracts of, and all other physical media containing, the Disclosing Party's Confidential Information, and (b) delete or destroy (and have deleted or destroyed) all automated data containing the Disclosing Party's Confidential Information.

### 4. **OWNERSHIP OF INTELLECTUAL PROPERTY**

#### 4.1 Intellectual Property of Company

Save for portions containing intellectual property belonging and/or provided by the Client, the Company is the exclusive owner of the Platform and/or the Data Product(s) and all of the intellectual property rights associated with it, including software and copyrights, even if the Company incorporates into the Platform and/or the Data Product(s) suggestions made by the Client.

#### 4.2 Intellectual Property of Client

The Client is the exclusive owner of its name, logo(s), trademarks, URLs, and other intellectual property provided by the Client to the Company.

#### 4.3 Use of Client's Name

Company may, but shall not be required, advertise that Client uses the Platform and/or the Data Product(s).

### 5. **PERSONAL DATA PROTECTION**

5.1 "**Personal Data**" means "data, whether true or not, about an individual who can be identified from that data, or from that data and other information to which the organisation has or is likely to have access, and/or any other personal data", as defined under the Personal Data Protection Act 2012 (the "**PDPA**").

5.2 The Client shall ensure that in the event of any collection, use, and disclosure of Personal Data through or on the Platform, the Client shall adhere strictly to the rules of the PDPA and the EU General Data Protection Directive. Without limiting the generality of this Clause 5.2, the Client shall

ensure that the disclosure to the Company of each item of Personal Data is lawful under the PDPA. In the event that the Client provides such information or data, the Client represents, warrants and undertakes to the Company that each such natural person has consented to the collection, use and disclosure of their personal data by and on behalf of the Company in the manner and for the purposes set out in Clause 5.4 including the Company's Data Protection Policy, and the Client further, on behalf of each such natural person affirmatively agrees, consents to and authorises the collection, use and disclosure by and on behalf of the Company of all such information and data, in such manner and for such purposes. Where such natural person is a minor and the minor's information is involved, the Client represents, warrants, and undertakes to the Company that the parent or other legal guardian of that minor has consented to the collection, use, and disclosure of that minor's personal data by and on behalf of the Company, in the manner and for the purposes set out in these Terms and Conditions and in the Company's Data Protection Policy, and that the Client is authorised to make changes, withdrawals, corrections or other adjustments to permitted purposes of use or any relevant information or data.

- 5.3 Save with the Client's agreement, consent, or authority (including agreement, consent and authority given or granted pursuant to the Company's Data Protection Policy), the Company shall not collect, use, or disclose personal data belonging to the Client for any purpose other than the purposes stated in Clause 5.4.
- 5.4 The Client hereby agrees, consents to and authorises the collection, use, and disclosure by and on behalf of the Company, of all information or data provided by the Client including but not limited to on the Platform or through the Data Product(s), in the manner and for the purposes set out in the Company's Data Protection Policy, including but not limited to for the purposes of provisioning and administering services, market research, security and risk management, compliance with legal and regulatory requirements and other purposes as further described in the Company's Data Protection Policy, subject to such changes, withdrawals or corrections which may have been separately notified by or to the Client. The Company shall comply with the obligations of the PDPA in the handling of any Personal Data disclosed by the Client in accordance with the Company's Data Protection Policy and the Client understands that the Company's Data Protection Policy may be amended from time to time at its discretion.
- 5.5 The Company may collect, use, store, and disclose data collected on the Platform and/or the Data Product(s) provided that such data does not (and cannot be used to) reveal the identity of Client or any user of the Platform and/or the Data Product(s) and such data is fully anonymised such that it does not qualify as personal data in accordance with the PDPA.

## 6. **WARRANTIES**

### 6.1 Limited Performance Warranty

The Company warrants that the Platform and/or the Data Product(s) will be free of material errors or defects, and that all Services will be performed in a good and workmanlike manner. The Company warrants that the Services will be performed in a professional manner in keeping with the standards generally applying in the industry. In the event Client believes that Company is in violation of this limited performance warranty, Client shall notify Company and Company shall use reasonable commercial efforts to correct any error or defect.

## 6.2 Warranty of Non-Infringement

- (a) Company warrants that Client's use of the Platform and/or the Data Product(s) as anticipated by these Terms and Conditions will not infringe on the rights of any third party. If a claim is made that Client's use of the Platform and/or the Data Product(s) infringes on the rights of a third party then Company will, at its sole expense and as Client's sole remedy, defend against such claim and pay any final judgment against Client, provided that Client promptly notifies Company of any such claim in writing and Company is given sole control over the defence and settlement of such claim.
- (b) The foregoing warranty shall not apply to infringement caused by (i) Client's modification or use of the Platform and/or the Data Product(s) other than as contemplated by the Agreement; (ii) Client's failure to use corrections or enhancements made available by Company to the extent that such corrections or enhancements would make the Platform and/or the Data Product(s) non-infringing; or (iii) information, specification or materials provided by Client or third party acting for Client.

## 6.3 Compliance with Laws

The Company shall use commercially reasonable efforts to conduct its business, and develop the Platform and/or the Data Product(s), in compliance with all applicable laws, rules and regulations. The Client warrants that the Client shall comply with all applicable laws, rules and regulations in the usage of the Platform and/or the Data Product(s).

## 6.4 No Other Warranties

Except for the warranties set forth in Clauses 6.1, 6.2 and 6.3, the Platform and/or the Data Product(s) and the Services are provided by the Company "as is", without warranty of any kind.

## 6.5 Client's Warranties

The Client represents and warrants that all the information provided by the Client to the Company to allow for the performance of the Services and/or the use of the Platform and/or the Data Product(s) is accurate, and that the Client is authorised to provide the Company with any relevant Personal Data in connection with the Services and/or the use of the Platform and/or the Data Product(s), and that the Client's possession and/or use of such Personal Data will not violate any contract, statute, or regulation. The Client further warrants that any information, data, and graphics provided to the Company for the use of the Platform and/or the Data Product(s) and/or on the Platform and/or the Data Product(s) and/or the provision of the Services are owned by the Client and/or that the Client has received approval from the rightful owner(s) to use such information, data, or graphic.

## 7. **INDEMNITY & LIMITATION OF LIABILITY**

### 7.1 Indemnity by Company

The Company shall indemnify, keep indemnified and hold the Client harmless from and against all costs, claims, demands, liabilities, expenses (including reasonable legal costs), damages or losses incurred or suffered by the Client due to the Company's negligence, default or breach of these Terms and Conditions.

## 7.2 Limitation of Liability

Neither Party will be liable to the other for any indirect, special, punitive, incidental or consequential damages (including, without limitation, loss of profits, or loss of goodwill), , whether arising from a claim or action under contract or tort, or a strict liability, breach of any statutory duty, or claim for contribution, or otherwise, even if such Party has been advised of the possibility of such liability or damage. The Company's maximum liability arising out of or in any way connected to these Terms and Conditions shall be limited to the twelve (12) months preceding the date of the claim(s) raised by the Client.

## 7.3 Indemnity by Client

The Client shall indemnify, keep indemnified and hold the Company harmless from and against all costs, claims, demands, liabilities, expenses (including reasonable legal costs), damages or losses incurred or suffered by the Company arising from the Client's use of the Platform, the provision of information, data, and graphics by the Client to the Company, and/or the default or breach of these Terms and Conditions.

## 8. **FEES**

8.1 The Company has the right to collect Fees from Client in accordance with the agreed payment terms for any usage of the Platform and/or the Data Product(s) not included under this Terms and Conditions.

8.2 In the event of any dispute between the Company and the Client in respect of any invoiced amount, the Client shall raise such dispute to the Company within seven (7) days from the receipt of such invoice and the Parties shall attempt to resolve such a dispute in an amicable manner.

## 9. **MISCELLANEOUS ITEMS**

### 9.1 Further assurances

The Parties shall cooperate with each other and execute to the other Party all documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm the other Party's rights or obligations or as may be reasonably necessary or helpful to give effect to the provisions of these Terms and Conditions.

### 9.2 Independent contractors

The Parties are independent contractors. No Party shall have any power or authority to assume on behalf of or in the name of the other Party any obligations or duties or to bind the other Party to any agreement, obligation or other commitment vis-à-vis any third party.

### 9.3 Waivers

A failure of a Party to enforce any of the provisions of these Terms and Conditions shall in no event be considered a waiver of such provision and a waiver of a provision by a Party shall not preclude that Party from later enforcing any other provision of these Terms and Conditions. No waiver by a Party of any breach or default by the other Party shall operate as a waiver of any succeeding breach or other default of the same or any other provision of these Terms and Conditions. No waiver shall have any effect unless it is specific and in writing.

#### 9.4 Severability

If any provision in these Terms and Conditions is found to be invalid or unenforceable in any respect in any jurisdiction:

- (a) the validity or enforceability of such provision shall not in any way be affected in respect of any other jurisdiction and the validity and enforceability of the remaining provisions shall not be affected, unless these Terms and Conditions reasonably fails in its essential purpose; and
- (b) the Parties shall substitute such provision by a valid and enforceable provision approximating to the greatest extent possible the essential purpose of the invalid or unenforceable provision.

#### 9.5 Assignment

No Party may assign rights or obligations of these Terms and Conditions without the consent of the other Party, which consent shall not unreasonably be withheld or delayed; except that the Company may, without such consent, on written notice to the other Party, assign any of its rights or obligations under these Terms and Conditions to its Affiliates.

#### 9.6 Counterparts

These Terms and Conditions may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

#### 9.7 Third Parties

Save as expressly provided for in these Terms and Conditions, a person who is not a party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

#### 9.8 Notices

Notices: Except as otherwise specified in these Terms and Conditions, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given (i) immediately upon personal delivery, (ii) the second business day after mailing by overnight carrier, and (iii) the first business day after sending by confirmed facsimile or email (provided email shall not be sufficient for notices of termination or indemnification). All notices shall be sent to the addresses set forth in these Terms and Conditions, which addresses may be updated by a Party from time to time by written notice to the other.

#### 9.9 Entire Agreement

These Terms and Conditions, including all schedules and addendums hereto, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in the body of these Terms and Conditions and any schedule or addendum executed by both Parties, the terms of schedule exhibit or addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any document not executed by both Parties (including purchase orders or invoices) shall be

incorporated into or form any part of these Terms and Conditions, and all such terms or conditions shall be null and void.

9.10 Force Majeure

In the event that any Party delays or is prevented from performing its obligations hereunder due to earthquake, typhoon, flood, tidal wave, lightning, fire, plague, other epidemics, falling objects, war, hostilities, acts of terrorism, insurrection, strikes, riots, industrial dispute or any other events the occurrence and consequences of which a Party is unable to prevent or avoid, this shall not constitute a breach of contract; provided that such Party shall, after it is aware of its being affected by such an event, immediately notify the other Party of such an event and the reasonable remedial measures that it has adopted or will adopt. The Parties shall, in accordance with the extent to which the performance of these Terms and Conditions is affected by such an event, consult with each other and decide on whether or not to terminate or vary these Terms and Conditions. The provisions of this Clause do not apply to any obligations imposed with respect to the payment of monies under these Terms and Conditions.

10. **APPLICABLE LAW AND JURISDICTION**

10.1 Applicable law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore.

10.2 Jurisdiction

Parties hereby submit to the exclusive jurisdiction of, and any disputes arising out of or in connection with these Terms and Conditions shall exclusively be referred to, the courts of Singapore.