

ACROMOBILE PTE. LTD. PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") GOVERNS ACROMOBILE PTE. LTD.'S ("OUR") PROFESSIONAL SERVICES TO BE PERFORMED FOR YOU. BY ACCEPTING THIS AGREEMENT, EITHER BY SIGNING, CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY EXECUTING A STATEMENT OF WORK OR ORDER FORM THAT REFERENCES THIS AGREEMENT, OR EXECUTING A CHANGE ORDER, YOU AGREE TO THE TERMS OF THIS AGREEMENT IN EFFECT AT SUCH TIME OF THOSE ACTIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "CLIENT" OR "YOU" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. **Term.** The term of this Agreement shall commence on the date specified in the Statement of Work or Change Order and shall expire on the completion of the tasks set forth therein.

2. **Performance of Services.**

2.1 **Statements of Work.** Acromobile shall perform all services hereunder (the "Services") pursuant to one or more Statements of Work. Subsequent Statements of Work may be proposed by either party and will, when executed by the other party, be incorporated into and governed by the terms and conditions of this Agreement in effect at that time.

2.2 **Change Orders.** Each party shall have the right, from time to time, to submit to the other party written requests for modifications to a Statement of Work ("Change Orders"). No Change Order shall be binding until agreed upon in writing and executed by both parties to this Agreement, and shall be incorporated into and governed by the terms and conditions of this Agreement in effect at that time.

3. **Payment.**

3.1 In consideration of the Services performed for Client under this Agreement, Client shall pay Acromobile the fees set forth in the applicable Statement of Work (the "Fees"). Unless otherwise set forth on such Statement of Work, Client shall be invoiced by Acromobile on a monthly basis, which shall be paid within fifteen (15) days after receipt of invoice.

3.2 Acromobile shall bear all of its expenses incurred by it or its employees in the performance of the Services, unless otherwise set forth in the applicable Statement of Work.

4. **Confidentiality.**

4.1 "Confidential Information" shall mean all confidential or proprietary information disclosed orally or in writing by one party to the other that is identified as confidential or whose confidential nature is reasonably apparent. Confidential information shall not include information which: (a) is or becomes a part of the public domain through no fault of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or any breach of confidence; (d) is independently developed by the receiving party; or (e) is required to be disclosed by law. Each party agrees to hold the other's Confidential Information in confidence, and not to use or disclose such Confidential Information other than in connection with performance of obligations hereunder.

5. **Contract Property Ownership & Relation to Acromobile Application Online Service.**

5.1 Acromobile hereby grants Client a worldwide, perpetual, nonexclusive, non-transferable, royalty-free license to use for its internal business purposes anything newly developed by Acromobile for Client under this Agreement, except for software ("Contract Property"), given that Acromobile is a SaaS provider, rather than a software work for hire provider. Acromobile shall retain all ownership rights to the Contract Property, including especially the software.

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5.2 The Professional Services provided under this Agreement may be in support of Client's subscription, under a separate Master Subscription Agreement ("MSA"), to use the Acromobile Application on-demand CRM service. Such separate MSA shall govern all use by Client of such on-demand service. Neither this Agreement nor any Statement of Work hereunder grants Client any license or rights to use such on-demand service. In addition, except for the Professional Services described in Statements of Work hereunder, Client agrees that its purchase of Professional Services under this Agreement is not contingent upon the delivery of any future functionality or features in the Acromobile on demand CRM service, nor is it dependent upon any oral or written public comments made by Acromobile with respect to future functionality or features.

6. Acromobile Representations and Warranties. Acromobile hereby represents and warrants to Client that:

6.1 The services to be performed by Acromobile under this Agreement shall be performed in a professional manner and substantially in accordance with the applicable Statement of Work and applicable industry standards and in compliance with all applicable laws and regulations. Each deliverable shall substantially comply with the functional specifications set forth in the applicable Statement of Work. However, any final implemented design and functionality is the Client's sole legal responsibility to be compliant with all applicable laws, including but not limited to data privacy and spam laws.

6.2 Acromobile has all rights necessary to enter into and perform its obligations under this Agreement and to grant the rights granted to Client hereunder.

7. Indemnification & Limitation of Liability.

7.1 Each party hereby agrees to indemnify and hold the other and its employees, agents, contractors, officers, and directors, harmless from any and all claims, suits, damages, losses, liabilities, liens and expenses (including reasonable attorneys' fees and costs) arising or resulting from (i) any breach or alleged breach of any representation, warranty or obligation of such indemnifying party set forth herein or (ii) any act, omission or statement by the indemnifying party or any person employed by or under contract with such party that results in physical injury (including death), loss or damage to any person or property (any such event in clauses (i) or (ii), a "Claim"). Each party shall promptly notify the indemnifying party of any Claim. The indemnifying party shall defend and settle, at its expense, all suits or proceedings arising therefrom, provided that the other party shall have the right to participate in the defense of any such Claim, at its own expense, through counsel of its own selection. The indemnifying party may not enter into any settlement of any Claim without the other party's prior consent, which consent shall not be unreasonably withheld.

7.2 In no event shall Acromobile be liable for direct damages in excess of the amounts paid to it under the applicable Statement of Work in accordance with the terms of this Agreement. In no event shall either party be liable for any consequential, indirect, special or incidental damages arising from or relating to this Agreement, even if the party has been advised of the possibility of such potential loss or damage.

8. Relationship of Parties. In the performance of the Services hereunder, Acromobile will at all times be an independent contractor, and this Agreement shall not constitute, or be deemed to constitute, either party as an employee, agent, partner or joint venturer of the other.

9. Non-solicitation. The parties agree that they will not solicit any employee of the other party for employment or consulting services during the term of this Agreement and for a period of one (1) year thereafter, without advance written permission from the other party.

10. Term and Termination.

10.1 Either party may terminate this Agreement or any Statement of Work in the event that the other party materially breaches this Agreement or the applicable Statement of Work and fails to cure such breach within fifteen (15) days after receipt of notice of such breach ("Cause"). In addition, the Client may terminate any Statement of Work, without the termination of this Agreement, without Cause, upon thirty (30) days prior written notice.

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10.2 Upon receipt of notice of termination of this Agreement, Acromobile shall promptly cease working and wind-up its work in a manner calculated to minimize any further expense to Client. Upon termination of this Agreement (i) Client shall pay all Fees that are properly payable up to the effective date of termination, and thereafter shall have no further obligation to pay any fees with respect to this Agreement and (ii), upon payment of all amounts due, Acromobile shall deliver to Client the Contract Property (whether or not complete or in-progress).

10.3 The provisions of Sections 4, 5, 7, 8, 9, 10.2, 10.3 and 11 hereof shall survive in accordance with their terms the completion of Acromobile' services hereunder and the expiration or termination of this Agreement and the rights granted hereunder.

11. Miscellaneous.

11.1 **Notices.** Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed received when (i) personally delivered, (ii) actually received by its intended recipient by facsimile, (iii) one business day after it is sent via a reputable nationwide overnight courier service, or (iv) three days after being sent via first-class mail, postage prepaid, to a party at the address specified above.

11.2 **Entire Agreement.** This Agreement and the Statements of Work constitute the entire agreement between Acromobile and Client with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements. No waiver, consent, modification, amendment or change of the terms of this Agreement or any Statement of Work shall bind either party unless in writing and signed by duly authorized officers of Client and Acromobile. In the case of any conflict between the terms of this Agreement and the terms of any Statement of Work, the terms of the Statement of Work shall control with respect to such conflict.

11.3 **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable.

11.4 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

11.5 **No Waiver.** No delay or omission on the part of either party to this Agreement in exercising any right hereunder shall operate as a waiver of any rights hereunder; and no waiver of any right hereunder on any one occasion shall be construed as a bar to or waiver of such right on any future occasion.

11.6 **Governing Law.** This Agreement shall be governed by the law of Singapore (including in particular the Electronic Transactions Act), and without regard to its conflicts of laws rules. Any disputes therein shall be subject to the courts of Singapore.