

This Agreement describes the rights and responsibilities related to remote support service **You** (hereinafter referred to as the “**Client**” or “**You**”) purchase from **Virtual Electronics Pte. Ltd.**, a company incorporated in Singapore at the address: 1 RAFFLES PLACE #20-61 ONE RAFFLES PLACE SINGAPORE (048616) (hereinafter referred to as the “**Supplier**”).

By clicking ‘accept,’ or using our services, You agree to the terms of this Agreement. If You do not have authority to enter into this Agreement, or if You do not agree with its terms, do not click ‘accept’ and do not use the remote support services. If You determine that You cannot comply with the terms of this Agreement after You have paid for remote support services, You may terminate Your access to remote support services for a full refund provided You do so within thirty (30) days of Your purchase and the services have not been used.

This Agreement sets out how the Supplier will provide remote maintenance and support services for IT systems. It describes for which items the Supplier will provide support, what activities it will perform, and how the Client can expect problems with IT systems to be handled.

1. DEFINITIONS

The following definitions and rules of interpretation apply in this agreement.

Customer's Equipment: any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Customer's Manager: the Customer's manager for the Project, appointed by the Supplier.

Deliverables: all Documents, products and materials developed by Supplier or its agents, subcontractors, consultants and employees in relation to the Project Plan or the Services in any form, including computer programs, data, reports and specifications (including drafts).

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

In-put Material: all Documents, information and materials provided by the Customer relating to the Services, including computer programs, data, reports and specifications.

Pre-existing Materials: all Documents, information and materials provided by Supplier relating to the Services which existed prior to the commencement of this agreement, including computer programs, data, reports and specifications or the pre-existing materials specified in the Project Plan.

Project: the project as described in the Project Plan.

Project Plan: the detailed plan describing the Project and setting out the estimated timetable and responsibilities for the provision of the Services agreed in accordance with clause 3.

Services: the services to be provided by Supplier under this agreement as set out in the Project Plan, together with any other services which Supplier provides or agrees to provide to the Customer.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by Supplier or its subcontractors which is to be loaned to the Customer and used directly or indirectly in the supply of the Services.

2. COMMENCEMENT AND DURATION

- 2.1. Supplier shall provide the Services to the Customer on the terms and conditions of this agreement.
- 2.2. Supplier shall provide the Services to the Customer from the date specified in the Project Plan.
- 2.3. The Services supplied under this agreement shall continue to be supplied for a period of 12 months unless this agreement is terminated by one of the parties giving to the other not less than one month's notice, unless this agreement is terminated in accordance with this Agreement.

3. PROJECT PLAN

- 3.1. The Project Plan shall be agreed in the following manner:
 - a. the Customer shall provide Supplier with a request for a Project Plan, setting out the requirements and specifications of the services which it is requesting from Supplier, including a description of what work is to be done, dates by which it is requested to be started and finished, Deliverables, In-put Materials and such other information as Supplier may request to allow Supplier to prepare a draft Project Plan;
 - b. Supplier shall, as soon as reasonably practicable, provide the Customer with a draft Project Plan; and
 - c. Supplier and the Customer shall discuss and agree the draft Project Plan and when it has been agreed, they shall both sign a copy of it and it shall become a Schedule to and subject to this agreement.
- 3.2. Supplier may charge for the preparation of the Project Plan in accordance with clause 7.
- 3.3. Once the Project Plan has been agreed and signed in accordance with clause 3.1(c), no amendment shall be made to it unless parties agree otherwise.

4. SUPPLIER'S OBLIGATIONS

- 4.1. Supplier shall use reasonable endeavors to provide the Services, and to deliver the Deliverables to the Customer, in accordance with the Project Plan in all material respects via remote service hardware (for instance, VR glasses).
- 4.2. Supplier shall use reasonable endeavors to meet any performance dates specified in the Project Plan, but any such dates shall be estimates only and time for performance by Supplier shall not be of the essence of this agreement.

- 4.3. Supplier shall appoint Supplier's Manager who shall have authority contractually to bind Supplier on all matters relating to the Project. Supplier shall use reasonable endeavors to ensure that the same person acts as Supplier's Manager throughout the term of the Project, but may replace him from time to time where reasonably necessary in the interests of Supplier's business.
- 4.4. Supplier shall use reasonable endeavors to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises and that have been communicated to it under clause 5.1(e), provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

5. CUSTOMER'S OBLIGATIONS

5.1. The Customer shall:

- a. co-operate with Supplier in all matters relating to the Services and appoint the Customer's Manager in relation to the Project, who shall have the authority contractually to bind the Customer on matters relating to the Project;
- b. provide, for Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access (including remote access) to the Customer's premises, office accommodation, data and other facilities as required by Supplier or any of them;
- c. provide, in a timely manner, such In-put Material and other information as Supplier may require, and ensure that it is accurate in all material respects;
- d. be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services;
- e. inform Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises;
- f. ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant applicable legislation standards or requirements;
- g. keep, maintain and insure Supplier's Equipment in accordance with Supplier's instructions and shall not dispose of or use Supplier's Equipment other than in accordance with Supplier's written instructions or authorization.

5.2. If Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

5.3. The Customer shall be liable to pay to Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise

directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to Supplier confirming such costs, charges and losses to the Customer in writing.

- 5.4. The Customer shall not, without the prior written consent of Supplier, at any time from the date of this agreement, solicit or entice away from Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Supplier in the provision of the Services.

6. CHARGES AND PAYMENT

- 6.1. In consideration of the provision of the Services by Supplier, the Customer shall pay the charges in amount agreed in the Suppliers offer, which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both.
- 6.2. The Customer shall pay each invoice submitted to it by Supplier, in full and in cleared funds, within seven days of receipt to a bank account nominated in writing by Supplier.
- 6.3. All sums payable to Supplier under this agreement shall become due immediately on its termination, despite any other provision. This clause 7.4 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.

7. LIMITATION OF LIABILITY

- 7.1. Nothing in this agreement limits or excludes Supplier's liability for:
- a. death or personal injury caused by its negligence;
 - b. fraud or fraudulent misrepresentation;
- 7.2. Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
- a. loss of profits;
 - b. loss of sales or business;
 - c. loss of agreements or contracts;
 - d. loss of anticipated savings;
 - e. loss of or damage to goodwill;
 - f. loss of use or corruption of software, data or information; or
 - g. any indirect or consequential loss.

8. FORCE MAJEURE

- 8.1. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
- a. acts of God, flood, drought, earthquake or other natural disaster;
 - b. epidemic or pandemic;

- c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d. nuclear, chemical or biological contamination or sonic boom;
- e. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent;
- f. collapse of buildings, fire, explosion or accident;
- g. any labor or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- h. non-performance by suppliers or subcontractors (other than companies in the same group as the party seeking to rely on this clause); and
- i. interruption or failure of utility service.

9. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10. SEVERANCE

- 10.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 10.2. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11. ASSIGNMENT AND OTHER DEALINGS

- 11.1. This agreement is personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 11.2. Supplier may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that Supplier gives prior written notice of such dealing to the Customer.

12. NO PARTNERSHIP OR AGENCY

12.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

12.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

14. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

15. DISPUTE RESOLUTION PROCEDURE

If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall be finally resolved by the courts of Singapore.

16. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Singapore.

This agreement has been entered into on the date when the offer has been accepted by the Customer.


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