



ASSURANCE TECHNOLOGY PTE LTD

2 Venture Drive #25-01 Vision Exchange S608526

Tel: 6563 2435

www.eclinic.com.sg

Clinic Assist Software - Terms of Services

This agreement (“**Agreement**”) is between **ASSURANCE TECHNOLOGY PTE LTD** (UEN: 199906210R), hereafter as “**Company**” and each Assurance Technology customer, hereafter as “**Customer**”. Collectively, the “**Parties**” and each, a “**Party**”

The Company is the owner of certain proprietary computer software known as “Clinic Assist Software”, which is a clinic management software that is used to assist healthcare service providers with Customer operation processes including patient registration, queue management, consultation, prescription, drug dispense, billing and/or inventory management (the “**Software**”) The Customer wishes to engage and use Company’s services (as defined below).

By Registering to use and/or logging into the Software, the Customer accepts these Terms of Services (“**Terms**”) and enters into a legally binding agreement with the Company.

1. DEFINITIONS AND INTERPRETATION

1.1 For the purposes of this Agreement, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:-

Business Day means a working day as stated in Schedule 1;

Customer Data means information, data and other content, in any form or medium, that is inputted by the Customer through the Services;

Confidential Information means all information that a Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. “Confidential Information” includes, without limitation, information and/or personal data provided by the Disclosing Party, its related corporations, affiliates, employees, agents, representatives, advisors, or consultants, whether disclosed or communicated verbally, in writing or in any other tangible form, and whether relating to the Disclosing Party’s business, operations, processes, plans, requirements, inventions, product or service information, pricing, know-how, design rights, trade secrets, software, systems, market opportunities, customers and business affairs.

Confidential Materials means any software and all tangible materials containing Confidential Information, including without limitation electronic, written or printed documents and computer disks or tapes, whether machine or user readable.

Disclosing Party means the Party and/or its related corporations disclosing Confidential Information and/or Confidential Materials.

Recipient means the Party and/or its related corporations receiving Confidential Information and/or Confidential Materials.

Date of Commencement means the date on which the Customer starts using or the Date of Commencement as stated in Schedule 1;

Dispute has the meaning ascribed to it in Clause 25;

Electronic Communications means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically to or from the Services;



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Error means any reproducible material failure of the Services to function in accordance with the Service Materials;

First Period has the meaning ascribed to it in Clause 25;

Force Majeure Event has the meaning ascribed to it in Clause 13;

Force Majeure Event Notice has the meaning ascribed to it in Clause 13;

Subscription Period means a period as stated in Schedule 1 following from the Date of Commencement;

Intellectual Property Rights means any patents, rights to inventions, registered designs, copyright and related rights, database rights, design rights, topography rights, trademarks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature (whether registered or unregistered) including:-

- (a) all applications (or rights to apply) for, and renewals or extensions of such rights, including Patent Applications;
- (b) rights under licenses, consents, orders, statutes or otherwise in relation to such rights;
- (c) all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights; and
- (d) all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Notice of Dispute has the meaning ascribed to it in Clause 25;

PDPA has the meaning ascribed to it in Clause 12;

Personal Data means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Regular Hours means the business hours as stated in Schedule 1;

Second Period has the meaning ascribed to it in Clause 25;

Service Fees has the meaning ascribed to it in Clause 7;

Service Materials means any materials relating to the operation and use of the Software including, but not limited to, user manuals, user guidelines, technical manuals, and online help files regarding use of the Software provided as part of the Services, and any other materials prepared in connection with any Software modification, correction, or enhancement, and shall include any updated versions of Service Materials as may be provided by the Company from time to time in the course of providing the Services;

Services means the Software, infrastructure in a hosted environment, integrated patient self-registration and consent form modules and the services to be provided to the Customer and maintained by the Company in accordance with the terms of this Agreement, including the services stated in Clause 6 and Schedules 1 and 2 of this Agreement;

SIAC has the meaning ascribed to it in Clause 25;

SMC has the meaning ascribed to it in Clause 25;

Software (Clinic Assist) has the meaning ascribed to it in the recital, which will be made available to the Customer by the Company as part of the Services, and includes all new versions, updates, revisions, improvements and modifications of the foregoing;



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Statutory Board means a form of public enterprise established by an act of the parliament of Singapore to perform specific functions;

Subject Individual has the meaning ascribed to it in Clause 12;



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User means the Customer's employees, representatives, consultants, contractors or agents who are authorized to use the Services and have been supplied user identifications and passwords by the Customer or on Customer's behalf.

2. PROVISION OF SERVICES

- 2.1 The Customer hereby agrees to engage the Company for the provision of Services, and the Company agrees to provide the Services as outlined in Schedules 1 and 2 to the Customer in accordance with the terms and conditions set out herein.
- 2.2 These Services shall generally be performed in accordance with the guidelines stipulated in Schedules 1 and 2. The Parties acknowledge that Schedules 1 and 2 are merely a guide and may be modified from time to time, when necessary.
- 2.3 The Company reserves the right, in its sole discretion, to make any changes at any time to the Services and/or Service Materials that it deems necessary or useful to: maintain or enhance (i) the quality or delivery of the Company's services to its customers, (ii) the competitive strength of or market for the Company's services or (iii) the Services' cost efficiency or performance.

3. TERM

- 3.1 This Agreement shall take effect from the Date of Commencement and shall continue in force for the Subscription Period, unless terminated in accordance with Clause 10 of this Agreement.

4. RIGHTS GRANTED AND RESTRICTIONS

- 4.1 In consideration of the fees paid by the Customer under this Agreement and subject to the Customer's compliance and performance in accordance with all terms and conditions of this Agreement, the Company grants to the Customer a non-exclusive, non-transferable limited right to access and use the Services and/or the Service Materials, as the Company may supply or make available to the Customer, during the Term of this Agreement solely for the Customer's internal business operations and subject to the provisions of this Agreement.
- 4.2 The Customer agrees that any rights granted to it hereunder is for its own internal business purposes only, and that it shall not to use the Services and/or Service Materials for, or on behalf of, third parties that are not authorized under this Agreement.
- 4.3 The Customer may allow its Users to use the Services and/or Service Materials for the purpose of the Customer's own internal business operations. The Customer agrees that in the event any User accesses and/or uses the Services and/or Service Materials, the Customer shall be responsible for ensuring that the User's access and/or use of the Services and or Service Materials is in compliance with all terms and conditions of this Agreement. The Customer agrees to indemnify, defend and hold the Company harmless from any claims or damages resulting from such Users' access or use of the Company's Services and/or Service Materials.
- 4.4 Except as otherwise expressly provided herein, the Customer shall not, and shall not permit any other person to, directly or indirectly:
 - a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software;
 - b) copy, reproduce, modify, translate, or create derivative works based on the Services and/or the Service Materials;
 - c) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights in or otherwise



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commercially exploit the Services and/or the Service Materials in any form to any other party;

- d) use the Services and/or Service Materials for timesharing or service bureau purposes or otherwise for the benefit of a third party;
- e) remove any proprietary notices from the Services and/or the Service Materials;



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- f) publish or disclose to third parties any evaluation of the Services and/or Service Materials;
 - g) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services or the Service Materials to any third party, in whole or in part;
 - h) input, upload, submit, transmit or otherwise provide to or through the Services, any information, documents, codes and/or files that are unlawful or injurious, or contain, transmit or activate any harmful code;
 - i) access or use the Services and/or Service Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable Law
 - j) access or use the Services and/or Service Materials for purposes of competitive analysis of the Services or the Service Materials, the development, provision or use of a competing software service or product or any other purpose that is to the Company's detriment or commercial disadvantage; or
 - k) otherwise access or use the Services or the Service Materials beyond the scope of the authorization granted under this Agreement.
 - l) Access given to competitor will render breach of agreement and infringe of copyrights. The company reserve the rights for compensation and call upon police for Computer Misuse Act.
- 4.5 For the avoidance of doubt, except as otherwise expressly provided herein, all rights in the Software, Services and Service Materials, including but not limited to all Intellectual Property Rights subsisting therein, shall belong at all times solely to the Company.

5. RESPONSIBILITIES OF THE CUSTOMER

- 5.1 The Customer shall provide all necessary hardware and infrastructure in the premises based on the minimum specifications stated in Schedule 2 in order for the Company to provide the Services effectively. The Customer agrees to render all reasonable assistance to the Company as the Company may request from time to time. The Company will not be held liable for any performance, loss or damages resulted from the Customer not providing the minimum specifications required.
- 5.2 The Customer is solely responsible for maintaining the security of all user names and passwords granted to it, for the security of its information systems used to access the Services and/or Service Materials, and for its users' compliance with the terms of this Agreement. The Company will act as though any Electronic Communications it receives under Customer's user names have been sent by Customer. The Customer shall immediately notify the Company if it becomes aware of any loss or theft or unauthorized use of any of Customer's passwords or user names.
- 5.3 The Customer shall ensure that all data messages and electronic records to be sent through the Services comply with all applicable legal requirements and consents, and the relevant requirements as the Company may prescribe from time to time.
- 5.4 The Customer hereby agrees that the Company will not be responsible for any loss of Customer Data arising from the acts, omissions or wilful misconduct of the Customer.

6. SUPPORT

- 6.1 Subject to the terms of this agreement, the Company shall use commercially reasonable efforts to make the Services available to the Customer.
- 6.2 The Company shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround at no additional charge. The Customer shall provide such access,



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information, and support as the Company may reasonably require in the process of resolving any Error.

- 6.3 The Company may, from time to time, deliver updates to the Services and/or Service Material, at no additional charge. The Customer shall provide such access, information, and support as the Company may reasonably require in the process of delivering any update to the Services and/or Service Materials.
- 6.4 The Parties acknowledge and agree that the following services are excluded from the general support services that the Company undertakes to provide for free of charge: -
- a) Correcting any Error or provide any other support related thereto, where such Error was created in whole or in part by:
 - i) the acts, omissions, negligence or willful misconduct of the Customer, including any unauthorized modifications of the Services or the operating environment of the Software;
 - ii) any failure or defect of the Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity;
 - iii) the Customer's use of the Services other than in accordance with the Service Materials; or
 - iv) a Force Majeure Event.
 - b) Provision of on-site standby for the Customer Inspection
- 6.5 The Company has the right to bill the Customer at its standard services rates for any support issues excluded by Clause 6.6 above that have been pre-approved by Customer.
- 6.6 Unless otherwise provided for, any and all support services provided by the Company pursuant to this Clause shall be provided *via* telephone, email, the Software and/or other remote access software through internet, as the Company may deem fit. The Customer acknowledges and agrees that a transportation charge and hourly service charge as stated in Schedule 1 will be applicable if the Customer requires any on-site support, and that any on-site support shall be for a period of not less than two (2) hours. No on-site support will be provided outside the Regular Hours, unless otherwise agreed by the Company.

7. FEES AND PAYMENT

- 7.1 In consideration for provision of Services by the Company to the Customer, the Customer shall pay to the Company the fees set out in the signed quotation. All subscription fees must be paid at the beginning of the subscription period and payments shall be made by electronic payment or cheque, unless otherwise agreed between the Parties.
- 7.2 The purchase of the Services is final and non-refundable.
- 7.3 The Customer acknowledges and agrees that, notwithstanding Clause 20, the Company reserves the right to change any applicable fees and charges of, in connection with and/or related to the Services unilaterally at its sole discretion. The Company shall issue the relevant notice of changes in pricing at least thirty (30) days before end of Subscription Period.

8. CONFIDENTIALITY

- 8.1 The Recipient shall not, and shall ensure that its employees and employees of its related corporations and affiliates, agents, representatives, advisors and consultants shall not, disclose any Confidential Information and/or Confidential Materials to any third party without the



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Disclosing Party's prior written consent. However, the Recipient may disclose the Confidential Information and/or Confidential Materials:-

- a) to its employees, related corporations, affiliates, agents, representatives, advisors or consultants on a strict need-to-know basis, provided that in such case the Recipient shall inform such persons of this Agreement and the confidential nature of the Confidential Information and/or Confidential Materials and shall procure that such persons comply with the terms of this Agreement as if they were party hereto; or
- b) if and to the extent disclosure is required in compliance with applicable law, or judicial or other governmental order or request, provided that in such case the Recipient shall, if permitted by law or if it is practicable in the circumstances to do so, give the Disclosing Party reasonable written notice prior to such disclosure, to enable the Disclosing Party to take such measures as it deems necessary to limit the disclosure of the Confidential Information and Confidential Materials and the Recipient shall comply with any applicable protective order or equivalent obtained thereto.

8.2 The Recipient shall keep all documents, records, data and materials bearing or incorporating any Confidential Information and Confidential Materials separate from all other documents, records, data and materials and at the Recipient's usual place of business.

8.3 The Recipient may not reverse engineer, decompile or disassemble any software disclosed to the Recipient except pursuant to any statutory right that cannot be excluded by contra

8.4 The provisions of this Clause 8 shall remain in full force and effect notwithstanding the termination of this Agreement for any reason.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Customer acknowledges and agrees that the Company shall own all right, title and interest in and to all Intellectual Property Rights (including all derivatives or improvements thereof) in the Software, Service Materials, and Services and any suggestions, enhancement requests, feedback, recommendations or other information provided by the Customer or any of the Customer's Users relating to the Software, Service Materials and/or Services. The Customer acknowledges that the Customer shall have no rights in or to the Software, Service Materials and/or Services other than the right to use them in accordance with the terms of this Agreement.

9.2 Without limiting the generality of the foregoing, the Company shall exclusively own all intellectual property rights, title and interest in any ideas, concepts, know-how, documentation, techniques or any Confidential Information (as defined in Clause 8 above) that the Company provides to the Customer.

9.3 The Customer shall not do any act or thing which might injure the reputation of the Company, or adversely affect the Company's exclusive rights set out in this Clause.

9.4 This Clause shall survive the termination of this Agreement.

10. TERMINATION

10.1 Subject to the breach of this Agreement under Clause 10.2, the Customer may terminate it any time during the Subscription Period by giving fourteen (14) days' notice to the Company in writing of its intention to terminate and to fill up the termination form provided by the Company.

10.2 The Company may terminate this Agreement with immediate effect on occurrence of any of the following events: -

- a) The Customer commits any breach of unauthorized use, access and/or distribution of the Services;



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- b) Any bankruptcy, winding up or insolvency proceedings has been instituted against the Customer and such proceedings are not dismissed within thirty (30) calendar days of commencement;
 - c) The Customer infringes any regulatory requirements;
 - d) The Customer violates any intellectual property rights or other rights of any third party;
 - e) The Customer provides false, incomplete, unauthorized, or misleading information; and
 - f) The Customer fails to pay any delinquent amounts owed to the Company.
- 10.3 The Company reserve the rights to withhold the data until both parties mutually agree on the form of settlement.
- 10.4 The Company may terminate this Agreement at any time by giving fourteen (14) days' notice to the Customer in writing of its intention to terminate
- 10.5 Upon termination of this Agreement, the Company will terminate access after seven (7) days from the date of the termination to the Services and the Customer shall immediately pay the Company any amounts payable or accrued but not payable to the Company, including any deferred payments or payments originally to be made over time.
- 10.6 Upon serving the termination of the Agreement, the Company will return the data two weeks before termination for Customer validation. On the day of termination, the Company will return the data and document uploaded by the Customer to the Customer.
- 10.7 Upon termination of this Agreement, the Company shall return a copy of Customer Data to the Customer in CSV (comma-separated values) file format or JSON file format which the Company deem fit.
- 10.8 Clinic must notify 5 days in advance; we do not provide service of extraction within 1 day. The Customer Data shall be removed from the Company's system on the 7 day of data return to Customer to fulfil the obligations under PDPA.
- 10.9 Customer whom wish to retrieve data without termination, the Company shall impose a service charge of half to one man day as per market rate of development work.



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11. CUSTOMER DATA

- 11.1 The Parties acknowledge that all Customer Data is the property of the Customer and/or its patients only, and in no event belongs to the Company. Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement will be construed as conferring upon the Company, by implication, operation of law or otherwise, ownership or any other rights over the Customer Data.
- 11.2 The Customer hereby authorizes the Company to deal with any Customer Data and/or any other data or information submitted by the Customer, in any manner as the Company deems necessary to carry out the Services.
- 11.3 The Company shall handle the Customer Data with care and ensure proper processes and security measures are in place to protect it. The Company shall be responsible for loss of Customer Data arising from willful misconduct of the Company.

12. PERSONAL DATA PROTECTION ACT 2012

- 12.1 To the extent required by law, the Company shall adhere to all requirements of the Personal Data Protection Act 2012 ("PDPA") in its collection, processing, disclosure or other use of Personal Data for any purpose arising out of or in connection with this Agreement.
- 12.2 As a data intermediary to the Customer, the Company shall not collect, use, update, delete or disclose Personal Data of patients enter by the Customer into the Software.
- 12.3 The Customer shall be responsible to collect, use, update, delete and disclose of patients Personal Data. The Customer shall be responsible for verifying the patient identity and ensuring personal data provided is accurate, complete and updated. Prior to storing the patient Personal Data into the Software, Customer shall notify and obtain consent from patient that Personal Data is collect, use and maybe disclose to third party.
- 12.4 All Personal Data shall be stored locally. Personal Data deleted on the Software shall be permanently deleted after 7 days as backup data are stored for 7 days.
- 12.5 The Company shall protect Personal Data which it collects from the Customer and is in the Company's control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative and procedural) to prevent unauthorised or accidental access of Personal Data.
- 12.6 Overseas transfer of Personal Data: The Company shall not undertake any Customer Personal Data received from oversea or transfer out of Singapore to any third-party associated with the Customer. As a data intermediary, the Company shall only deal with the Customer and not directly with any third-party associated with the Customer. The Customer shall be fully responsible for all Personal Data transfer to, and collect, use and disclose to and from any third-party oversea.
- 12.7 Upon the termination or expiry of this Agreement, the Company shall deliver to Customer all records relating to any Personal Data which it has collected, used or disclosed in connection with this Agreement. The Company shall thereafter delete such Personal Data on the day the Services ceased. Backup copies of the Personal Data shall be permanently deleted after 7 days by our backup mechanism.
- 12.8 If the Company becomes aware of any collection, use, disclosure of any Personal Data collected in connection with this Agreement otherwise than as permitted under this Agreement, or any misuse of any such Personal Data, or any security breach in connection with this Agreement that could compromise the security or integrity of such Personal Data or otherwise adversely



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affect Customer or expose it to any claim, action or proceeding or if the Company learns or suspects that any Personal Data collected in connection with this Agreement may have been or is at risk of having been disclosed to or obtained by any unauthorized person, the Company shall notify the Customer within 24 hours and assist the Customer in relation to the investigation and remedy of such breach of security with respect to this unauthorized access, use or disclosure of Personal Data. The Customer shall notify the affected patients based on their Data Breach Response Plan.

- 12.9 Similarly, in the event the Customer suspects or becomes aware that any Personal Data collected in connection with this Agreement may have been or is at risk of having been disclosed to or obtained by any unauthorized person, the Customer shall notify the Company within 24 hours. The Company shall assist the Customer in relation to the investigation and remedy of such breach of security with respect to this unauthorized access, use or disclosure of Personal Data.

13. FORCE MAJEURE

- 13.1 Except as otherwise provided hereafter, each Party shall be entitled to an extension of the date of any performance required of such Party under this Agreement if the failure of the Party to duly perform was solely because of a Force Majeure Event; provided, however, that a Force Majeure Event shall not be recognised under this Agreement unless (a) the Party seeking to assert such an event gives notice of the existence of such event to the other Parties, which notice shall explain in reasonable detail the nature of the Force Majeure Event, the obligations that have been affected by the Force Majeure Event and how such Force Majeure Event has impaired the performance of such obligations ("**Force Majeure Event Notice**"), and (b) such Force Majeure Event actually and materially impairs the due performance of such Parties' obligations and continues for not less than seven (7) consecutive days.

- 13.2 On receipt of the Force Majeure Event Notice by the other Parties and the continuation of such Force Majeure Event for seven (7) consecutive days, the performance required of the notifying Party shall be extended on a week-to-week basis commencing on the date the Force Majeure Event Notice was given until such Force Majeure Event has terminated.

- 13.3 A "**Force Majeure Event**" shall include an act of God, riot, war, severance or suspension or deterioration of diplomatic ties, civil unrest or civil commotion, flood, earthquake, natural disasters, production hold-ups, shortage of raw materials, energy or labour strikes, disturbances, lockouts, trade or labour disputes, fire, accident, any part or component of the land of the Company being requisitioned, expropriated, nationalised, sequestered or compulsorily acquired by any competent authority or any notice or proposal therefor being issued, acts, decrees or restraints of governments or courts of law (but excluding failure caused by a Party's financial condition or negligence) or change in monetary, political (including any local, national or international outbreak or escalation of hostility, insurrection or armed conflict), financial, economic or exchange control conditions in Singapore or internationally, or any significant event anywhere in Singapore or internationally.

14. RELATIONSHIP OF THE PARTIES

- 14.1 In the performance of the duties and obligations hereunder, it is mutually agreed that each Party is at all times acting and performing as an independent contractor and that no relationship of agency, partnership, joint venture or employment between the Parties is created, whether expressly or implicitly, by this Agreement.

15. WARRANTIES AND DISCLAIMER



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- 15.1 Each Party warrants and represents that it has full authority, power and capacity to enter into this Agreement, and that all necessary actions have been taken to enable it to enter into this Agreement lawfully.
- 15.2 The Customer warrants and undertakes to the Company that in the performance of this Agreement it will comply with all laws, rules, regulations, decrees and other ordinances lawfully issued by any governmental, state or other authority relating to the subject matter of this Agreement and to the performance by the Customer of its obligations hereunder.
- 15.3 The Customer acknowledges and agrees that the Services and/or Service Materials are provided on an "as is, as available" basis. Except for the warranties expressly provided in this Agreement, the Company makes no, and hereby disclaims any, warranties or representations of any kind, express or implied, with respect to the Services and Service Materials provided hereunder or the availability, functionality, performance or results of use of the Services. Without limiting the generality of the foregoing, the Company disclaims any warranty that the Services and/or Service Materials provided by the Company, or the operation of the Software are or will be accurate, error-free or uninterrupted.
- 15.4 The Company makes no representation or warranty that the Services are appropriate for use in locations other than the Republic of Singapore. The Customer hereby acknowledges and agrees that if the Customer accesses or uses the Services from other jurisdictions, the Customer shall do so at its own volition and is responsible for compliance with the applicable local laws.
- 15.5 This Clause shall survive the termination of this Agreement.

16. LIMITATION OF LIABILITY

- 16.1 The Customer agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in the Agreement) that it shall have no remedy in respect of such representations and (in either case) the Company shall have no liability other than pursuant to the express terms of this Agreement.
- 16.2 The Company will not be liable for any delay or failure to perform its obligations that does not arise as a result of the Company's direct fault or negligence. For the avoidance of doubt, the Customer agrees that the Company will not be liable for damages or loss due to negligence of the Customer or acts of any third party beyond the Company's control.
- 16.3 The Company's total aggregate liability to the Customer for any reason and upon any cause of action is limited to all fees paid to the Company by the Customer pursuant to this Agreement during the three (3) months immediately preceding the events giving rise to the liability.
- 16.4 This Clause shall survive the termination of this Agreement.

17. INDEMNITY

- 17.1 The Customer shall fully indemnify and hold harmless the Company and its officers, directors, employees, personnel and related corporations from and against any and all loss, damages, or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Company and its officers, directors, employees, personnel and related corporations resulting from Customer's own misconduct, negligence or breach of this Agreement.
- 17.2 The Company shall fully indemnify and hold harmless the Customer and its officers, directors, employees, personnel and related corporations from and against any and all loss, damages, or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Company



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and its officers, directors, employees, personnel and related corporations resulting from the Company's own misconduct or negligence.

17.2 This Clause shall survive the termination of this Agreement.

18. NOTICE

18.1 All notices, claims, correspondence or other documents relating to this Agreement shall be in writing and in the English language and should be deemed to be duly given or made when delivered by hand, registered mail or e-mail to the Party.

18.2 Each Party shall give at least seven (7) days' written notice of any change of the details set out in this Clause.

19. MODIFICATIONS

Except as otherwise provided for, any modifications to the Agreement are only effective upon the written and signed consent of both Parties. No variation whether oral or otherwise in the terms of this Agreement shall apply thereto unless such variation shall have first been mutually



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agreed in writing (which expression shall include letter or email) by the Company and the Customer.

20. WAIVER

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party. Any waiver by the Company of any breach of any of the obligations of the Customer under this Agreement or otherwise shall not be a waiver of any continuing breach or of any other breach of any of those obligations. No waiver shall be effective unless made in writing.

21. ENTIRE AGREEMENT

The Agreement, the Schedules and the documents annexed as appendices to this Agreement or otherwise referred to herein contain the whole agreement between the Parties relation to the subject matter hereof and supersede all prior written or oral agreements, arrangements, communications and understandings between the parties relating to that subject matter.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same Agreement.

23. SEVERABILITY

Should any provision of this Agreement be or becomes wholly or partly invalid, the invalidity of this provision shall not affect the validity of all the remaining provisions of this Agreement. In any event, the Parties hereby obligate themselves to come to a legally unobjectionable agreement that comes as close as possible to the intended agreement.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and each Party hereby submits to the exclusive jurisdiction of the courts of the Republic of Singapore.

25. DISPUTE RESOLUTION

25.1 Any differences arising from the interpretation of this Agreement shall not proceed to litigation or any other form of dispute resolution unless the Parties have first made reasonable efforts to resolve the same through negotiations in good faith and mediation.

25.2 Any dispute arising out of or in connection with this Agreement which including any question regarding its existence, validity or termination must first be brought to the attention, by the disputing Party, to the other Party or Parties ("**Dispute**") by way of a written notice specifying the dispute and requiring its resolution under this Clause 26 ("**Notice of Dispute**").

25.3 If the Dispute is not resolved through informal negotiations within seven (7) days after the Notice of Dispute is given to the other party or parties ("**First Period**"), the Dispute is by this Clause submitted to mediation. The Dispute shall be referred within fourteen (14) days from the First Period to the Singapore Mediation Centre ("**SMC**"), in accordance with the mediation procedure of the SMC for the time being in force. The Parties further agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached. If the Parties have not agreed upon the mediator and the mediator's remuneration within seven (7) days after the First Period:



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- (a) the mediator is the person appointed by; and
- (b) the remuneration of the mediator is the amount or rate determined by the SMC, acting on the request of the Parties to the Dispute.

25.4 The Parties must pay the mediator's remuneration in equal shares. Each Party must pay its own costs of the mediation.



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- 25.5 If the dispute is not resolved within twenty-eight (28) days from the date on which the Dispute was referred to the SMC, ("**Second Period**"), then the Dispute is by this Clause referred to arbitration. The arbitration must be conducted in Singapore and shall be referred to the Singapore International Arbitration Centre ("**SIAC**"), in accordance with the arbitration rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The Tribunal shall consist of a single arbitrator, to be appointed by the chairman of the SIAC and the language of the arbitration shall be English. The Parties to the Dispute shall accept the arbitral award as final and binding. The Parties hereby waive any rights of appeal they may have against any arbitral award insofar as that waiver may be validly made.
- 25.6 This Clause 25 does not prevent any Party from obtaining any injunctive, declaratory or other interlocutory relief from a court which may be urgently required.

26. THIRD PARTY RIGHTS

Unless otherwise expressly stated herein, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of the terms or provisions herein.



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SCHEDULE 1

DESCRIPTION OF SERVICES AND PRICING

Business Day: Monday to Friday excluding Saturday or Sunday or other days that are statutory holidays in the Territory

Regular Hours: 8:30am to 5.00pm

Subscription Period: **12 months**

- A) The scope and coverage of the Services include: -
- a. Any bugs found at any time, the Company will fix them for free.
 - b. Support requests can be made via telephone (support line) and email.
 - c. Support Hours
 - Monday to Friday 8:30am to 5.00pm (Ticketing Support)
After 5.00pm to 7.30pm (Ticketing Support)
 - Saturday 8.30am to 1.00pm (Ticketing Support)
 - Closed on Sunday or Public holidays in Singapore
 - d. The Company will provide Remote Support for Clinic Assist Software.
 - e. Remote Support will be through internet using remote access software such as TeamViewer.
 - f. This agreement is based on the current system functionalities. Any addition of new functions or change in existing functions will be evaluated and subject to costs and schedules.
- B) The following services are excluded from the Services: -
- a. Hardware and operating system faults are not covered under this Agreement.
 - b. Any modification requested on the Software is not included in this Agreement. Should Customer require to modify the Software to suit their needs, it should be discussed on a case- by-case basis.
 - c. Removal of Computer Virus
 - d. Extraction of label stuck in the printer or any other printing problems.
 - e. Network configuration, Internet configuration, Email configuration, Router configuration
 - f. Setup of PC, installation of software other than the Software.
 - g. Setup of Printer
 - h. For SMS features, the Customer needs to subscribe for SMS service with SMS vendors and to pay directly to such vendors.
- C) The following additional services may be available at the Customer's request, subject to the Company's agreement: -
- a. If the Company's staff is required to be around for Customer inspection, there will be a service charge of \$500.
 - b. If the Customer requires on-site support, a transportation charge of S\$50 per trip and hourly service charge of S\$200 will be applicable. Such on-site support will be provided during Regular Hours only. The minimum commitment per trip is two hours.



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- c. Logo: One-time complimentary input logo in invoice format will be provided free of charge. Requires 5 working days.
- d. changes to logo will be charged at \$250 per change. NOTE: logo will not be included in label.



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SCHEDULE 2

MINIMUM SPECIFICATION OF HARDWARE AND NETWORK REQUIREMENTS

- A) The Customer should take note of the following hardware and network requirements for usage of the Services.
- a. Computer or Devices
 - CPU: Intel i5 11th generation and above
 - Memory: 8 GB and above
 - Windows PC: Windows 10 or Windows 11
 - MAC PC
 - b. Broadband (Bandwidth)
 - 100 Mbps and above
 - c. Web Browser
 - Google Chrome
 - d. Label Printer
 - Thermal Transfer Printer
 - Label Size: 80mm by 45mm
 - e. Monitor size
 - Minimum 20" LCD Screen, 27" Recommended for Doctor
 - f. Invoice/MC/Report Printer
 - All laser printer capable of printing A5 size
 - g. Scanner
 - All twain compatible scanner
 - Fujitsu ScanSnap iX500 Desktop scanner **not compatible**
- All plans required Broadband Internet for support and all PCs must be wired network. We DO NOT encourage wireless connections due to security and stability issues. If the performance of Clinic Assist degraded due to the network, the responsibility will not be held against Assurance Technology.
 - We recommend TSC TA210/Polaroid label printer with the following size:
 - 80mm by 45mm
 - MC / Invoice / Receipt printer MUST BE Laser Printers that are able to print A5 size.
 - We **DO NOT** support Dot Matrix printer.