

## MASTER SERVICES AGREEMENT

This Master Services Agreement (“**MSA**”) governs the use of and access to Services by you, the Customer, and your Users. Capitalized terms have the definitions set forth herein.

By accepting this MSA, either by (1) executing an order form that references this MSA, or (2) using our Services, Customer agrees to the terms of this MSA. If the individual accepting this MSA is accepting on behalf of a company or other legal entity, such individual represents that he/she has the authority to bind such company or entity to these terms and conditions, in which case the term “Customer” shall refer to such company or entity. If the individual accepting this MSA does not have such authority, or does not agree with these terms and conditions, such individual must not accept this MSA and may not use the Services.

This MSA is effective between Customer and 5 Health as of the date of Customer’s accepting this MSA (the “**Effective Date**”). This MSA was last updated on 15 February 2022.

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. “**5 Health Marks**” shall have the meaning ascribed to it in Section 8.2.
- 1.2. “**Agreement**” refers to this MSA, the Order Form, the Terms of Use and the Privacy Policy collectively.
- 1.3. “**Affiliate**” means, in relation to a Party, any entity that is a subsidiary or holding company of the Party, or is a subsidiary of any such holding company or, any company directly controlling, controlled by, or under common control with any Party at any time during the period for which the determination of affiliation is made.
- 1.4. “**API**” means application programming interface.
- 1.5. “**Bot MD Interface**” means any mobile or desktop application(s), website(s), widget(s), and/or other interface(s) or software that 5 Health designates or furnishes to Customer or its Users for the purpose of hosting, accessing and using the Services with the exception of Third Party Bot MD Messaging Platforms.
- 1.6. “**Services**” means the clinical monitoring dashboard (known as “Bot MD Care”) services enabled by 5 Health’s artificial-intelligence chat-bot platform known as “Bot MD”, which 5 Health provides through one or more consumer chat messaging platforms (including but not limited to Viber, WhatsApp, Telegram, Messenger), mobile applications, desktop applications, websites, widgets

integrated into the customers' website, or other interfaces, and services provided by 5 Health to customers that facilitates the transmission of messages between customers and end-users.

- 1.7. **"business day"** means any day (other than a Saturday, Sunday or a public holiday observed in Singapore) between the hours of 9:00am and 6:00pm Singapore time.
- 1.8. **"Clinical-User"** means any individual end user, typically an employee, contractor or consultant of Customer (excluding patients), whom Customer permits or enables to use the Services under this MSA.
- 1.9. **"Confidential Information"** shall have the meaning ascribed to it in Section 6.1.
- 1.10. **"Customer Data"** means all data stored in the Customer Systems and made available by Customer to 5 Health to be transmitted or processed in response to User queries through the Services including, where applicable any personal data.
- 1.11. **"Customer Marks"** shall have the meaning ascribed to it in Section 8.1.
- 1.12. **"Customer Systems"** means the information systems, programs, and databases operated by Customer, or by third parties on Customer's behalf, that contain, process, or provide any data or operations that Customer desires to make accessible through the Services under this MSA, all as may be described more specifically in the Order Form
- 1.13. **"Discloser"** shall have the meaning ascribed to it in Section 6.1.
- 1.14. **"Dispute"** shall have the meaning ascribed to it in Section 14.1.
- 1.15. **"Effective Date"** means the date of Customer's acceptance of this MSA.
- 1.16. **"external dependencies"** shall have the meaning ascribed to it in Section 3.5.
- 1.17. **"Feedback"** means any feedback, ideas, suggestions, feature requests, and similar information regarding the Services or Bot MD Interfaces submitted to 5 Health by Customer or Users.
- 1.18. **"Force Majeure Event"** shall have the meaning ascribed to it in Section 15.4.
- 1.19. **"Gathered Data"** means all User queries received and responses returned by or through the Services, as well as aggregated and statistical data derived from the operation of the Services under the Agreement .

- 1.20. **“Intellectual Property”** means software, inventions, patents, copyrights, design rights, database rights, trademarks and trade names, domain names, service marks, logos, trade secrets, know-how and other intellectual property (whether registered or unregistered) and all applications and registrations for and extensions and renewals of such rights or any of them, anywhere in the world.
- 1.21. **“Order Form”** means the service order form for the Services executed by the Customer, which may detail, among other things, the fees.
- 1.22. **“Party”** shall mean 5 Health or the Customer, collectively the **“Parties”**.
- 1.23. **“Patient-User”** means patients, whom Customer permits or enables to receive notifications or otherwise benefit through Customer’s use of the Services under this Agreement.
- 1.24. **“personal data”** means data, whether true or not, about an individual who can be identified: (a) from that data alone; or (b) from that data and other information which 5 Health has or is likely to have access.
- 1.25. **“Privacy Policy”** means 5 Health’s privacy policy accessible at [www.botmdcare.com/legal](http://www.botmdcare.com/legal), as may be updated from time to time.
- 1.26. **“Recipient”** shall have the meaning ascribed to it in Section 6.1.
- 1.27. **“SIAC Rules”** shall have the meaning ascribed to it in Section 14.2.
- 1.28. **“Software”** shall have the meaning ascribed to it in Section 3.2(c).
- 1.29. **“Subscription Term”** shall mean the term of subscription starting on the service start date and ending on the service end date as described in the Order Form.
- 1.30. **“Terms of Use”** means 5 Health’s terms of use accessible at [www.botmdcare.com/legal](http://www.botmdcare.com/legal), as may be updated from time to time.
- 1.31. **“Territory”** means the territory as specified in the Order Form.
- 1.32. **“Third Party Bot MD Messaging Platforms”** means the Third Party Messaging Platforms that are used by 5 Health to deliver the Services and as agreed to between Parties from time to time.
- 1.33. **“Third Party Messaging Platforms”** means any third-party consumer chat platform that may be used by any User to transmit and receive messages to other Users, including but not limited to Viber, WhatsApp, Telegram, Messenger and other platforms that 5 Health may support in the future.

- 1.34. **“Third Party Provider”** means a third party service provider that may be used by 5 Health to provide the Services to Customer or any User including but not limited to WhatsApp, Facebook Messenger, WeChat, LINE, Telegram, Viber, Amazon Web Services and other technology service providers.
- 1.35. **“User Content”** shall have the meaning ascribed to it in Section 3.6.
- 1.36. **“User Terms”** shall have the meaning ascribed to it in Section 4.2.
- 1.37. **“Users”** means all individual end-users whom Customer permits or enables to use the Services or to receive notifications or otherwise benefit through Customer’s use of the Services including Clinical-Users and Patient-Users, and **“User”** means any one of them.
- 1.38. The heading references contained herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless expressly provided to the contrary herein by the context or use thereof:
- (a) the words “include,” “includes” or “including” are deemed to be followed by the words “without limitation;”
  - (b) references to a “Section”, “Paragraph”, or “Annex” are references to a section or paragraph of, or annex to this Agreement (inclusive of the Annexures); and
  - (c) derivative forms of defined terms will have correlative meanings.
- 1.39. A reference to “law” or a statute or other legislation includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of any of them.
- 1.40. References to “person” includes an individual, corporation, company, partnership, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any governmental, administrative or regulatory authority or agency (notwithstanding that “person” may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning.
- 1.41. An obligation under this MSA (whether express or implied) to do something includes an obligation to cause, procure or allow that thing to be done. Where any obligation in this MSA is expressed to be undertaken or assumed by any Party, that obligation is to be construed as including a requirement that the Party concerned exercises all rights and powers of control over the affairs of any other

person which that Party is able to exercise (whether directly or indirectly) in order to secure performance of the obligation.

## 2. SERVICES, LICENCE AND SUPPORT

- 2.1. Services. Subject to the terms and conditions of the Agreement, including any usage limitations, User quantities, or other parameters specified on the Order Form, 5 Health will provide Customer, through its Users, with access to and use of the Services, solely for Customer's internal business and operational purposes. The Services may be accessed and used only through the Bot MD Interface(s) and Third Party Bot MD Messaging Platforms for the Subscription Term.
- 2.2. Software Licence. Subject to the terms and conditions of the Agreement, 5 Health hereby grants to Customer a non-exclusive, non-transferable (except as part of a permitted assignment of this MSA in accordance with Section 17) licence to install, operate and use, only on compatible devices owned or controlled by Customer or its Users, any Bot MD Interface(s) as furnished by 5 Health, solely for the purpose of enabling Users to access and use the Services in accordance with Section 2.1. The foregoing licence extends only for the term of this Agreement and only with respect to Users for which Customer has paid to 5 Health all applicable fees (if any) as described in the Order Form.
- 2.3. Reliability and Support. So long as Customer is in compliance with the terms of the Agreement (including its payment obligations), 5 Health will provide support and assistance in relation to Customer's authorized use of the Services and Bot MD Interfaces as detailed in the Support and Service-Level Agreement attached as **Annex 1**. The service credits or other remedies set forth in Annex 1 are Customer's sole and exclusive remedies, and 5 Health's entire obligation and liability, for any unavailability, interruptions, errors, malfunctions, or other performance issues affecting the Services or Bot MD Interfaces. 5 Health shall not be liable for lost, altered, or corrupted information or data or (except as expressly provided in **Annex 1**) for non-availability of any Services or for any losses arising out of or in connection with any outages of third-party connections or utilities or services any unavailability, interruptions, errors, malfunctions, or other performance issues of any Third Party Bot MD Messaging Platforms.
- 2.4. Third Party Provider. 5 Health may, from time to time, provide the Services using a Third Party Provider, and Customer acknowledges and agrees that 5 Health cannot offer any warranties, additional or modified procedures other than those put in place by such Third Party Provider with respect to such Services. The Third Party Providers may collect and/or transmit information including Confidential Information of Customer and User through the use of its software applications and platforms and Customer agrees to be bound and shall ensure

that Users are bound by the terms of use and/or privacy policies of such Third Party Providers.

- 2.5. Third Party Bot MD Messaging Platforms. Without prejudice to the generality of Section 2.4, Customer acknowledges that it has read and accepted and is in compliance with its obligations under the applicable terms of use related to all applicable Third Party Messaging Platforms including the Third Party Bot MD Messaging Platforms.
- 2.6. Links and Non-5 Health Content. Where applicable, the Services may rely upon, contain, or provide Users with data (including personal data) or other content furnished by Customer or third parties, and/or links to sites or resources furnished by Customer or third parties. 5 Health is not responsible for the availability of data, content, sites or resources provided by Customer or third parties, and does not endorse and is not responsible or liable for any content, guidelines, advertising, products, services, or other materials furnished by Customer or third parties and incorporated into or made accessible through the Services, or that are advertised on or available from Customer's or third-party sites or resources. 5 Health is not a party to, nor is it responsible for, any transactions or relationships between a User or Customer and any third party, or between a User and Customer.
- 2.7. No Medical Advice. The Services do not constitute or provide, nor are they intended to be or provide, medical evaluations, diagnoses, examinations, advice, consultation or treatment. 5 Health is not responsible for the medical outcomes of any Users, patients, or any other individual. Customer is responsible for ensuring that the output of the Services for Customer or Users are suitable for Customer's purposes including for collecting and transmitting personal data, information and other data on Users, patients or other individuals and, wherever relevant, is reviewed by appropriate licensed medical professional(s).

### **3. RESTRICTIONS AND RESPONSIBILITIES**

- 3.1. General Customer Restrictions. Customer shall not take (or permit any User to take) any action through or in relation to the Services that is unlawful or is prohibited by any applicable laws or regulations. Without limiting the foregoing, Customer will not do (or permit any User to do) any of the following through or in relation to the Services:
  - (a) any act that would constitute a breach of privacy (including uploading or disclosing personal data without the concerned individual's consent) or any other rights of individuals, whether such rights arise out of applicable laws and regulations or Customer's contractual obligations;

- (b) using the Services to defame or libel 5 Health, its shareholders, directors, employees, or other persons or acting in such a way that brings into disrepute the good name of 5 Health or the Services;
- (c) uploading files that contain viruses or that may otherwise cause damage to the data, systems, or other property of 5 Health or of other persons;
- (d) posting or transmitting to or through the Services any material that would violate the Intellectual Property rights of other persons; and
- (e) posting or transmitting to or through the Services any unauthorized or unlawful material, including but not limited to material that in 5 Health's sole opinion causes or is likely to cause annoyance or harassment, is or is likely to be detrimental to or in violation of 5 Health's or any third party's systems or network security, or is or is likely to be libelous, defamatory, racist, obscene, threatening, violent, hateful, pornographic, profane, in violation of any applicable laws or Bot MD's Terms of Use or the terms of use of any Third Party Messaging Platform relevant to the provision of the Services.

3.2. Restrictions on Rights. Except to the extent expressly permitted under applicable law, the rights granted to Customer under this MSA are subject to, and Customer agrees to abide by, the following restrictions:

- (a) Customer shall not, nor permit or encourage any third party to, directly or indirectly, license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services, Bot MD Interfaces, or any portion thereof (including any content included in or received through the Services, other than Customer Data);
- (b) Customer shall not, nor permit or encourage any third party to, directly or indirectly, modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any portion of the Services or Bot MD Interfaces except to the extent (if any) that the foregoing restrictions are expressly prohibited by applicable law;
- (c) Customer shall not, nor permit or encourage any third party to, directly or indirectly, use any means, including but not limited to scripts or programming, to scrape, mine or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how, algorithms, data or other content associated with any of the Services or Bot MD Interfaces, or any related systems, software, documentation or data (collectively known as "**Software**");

- (d) Customer shall not, nor permit or encourage any third party to, directly or indirectly, use any portion of the Services or Bot MD Interfaces or their output in order to build, develop, train, test, market or sell a similar or competitive product or service;
- (e) except as expressly stated herein, no portion of the Services or Bot MD Interfaces may be copied, reproduced, distributed, republished, downloaded, displayed, posted, transmitted, or used by Customer or any User in any form or by any means or in any location;
- (f) Customer shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services or Bot MD Interfaces;
- (g) if the Services contain robot exclusion files or robot exclusion headers, Customer agrees to honor them and not use any device, software, or routine to bypass them;
- (h) Customer shall not attempt to gain unauthorized access to any portion or feature of the Services, any other 5 Health systems or networks, or any of the products or services provided on, accessed from or distributed through the Services, nor probe, scan, or test the vulnerability of the Services or any associated network or breach the security or authentication measures of the Services; and
- (i) Customer will use the Services and Bot MD Interfaces only in connection with its internal business and/or operational purposes

3.3. Reservation of Rights. Customer's and its Users' rights with respect to the Services and Bot MD Interfaces are limited to those expressly granted in this MSA. 5 Health and its licensors, suppliers and service providers reserve all other rights in relation to the Services and Bot MD Interfaces.

3.4. Customer Responsibilities. In addition to Customer's obligations under other provisions of this Agreement, Customer shall:

- (a) provide all notices and disclosures and obtain all consents, waivers and authorizations required or anonymized personal data (including those required under applicable privacy and data protection laws) for Customer's collection, use, disclosure and processing of Customer Data, and to permit 5 Health to access, use, process, disclose and process Customer Data for the purposes of performing its obligations under this MSA and to provide Users with access to Customer Data through the Services;
- (b) provide to Users all notices and disclosures, including notice of 5 Health's privacy policy and obtain from Users all consents, waivers and



authorizations required to permit 5 Health to collect, use, process, retain, maintain and disclose any information from such Users that 5 Health requires in order to provide them with access to the Services, and to permit 5 Health to collect, use, process, retain, maintain, and disclose Gathered Data in accordance with the terms of this MSA;

- (c) maintain (and, if necessary, obtain the relevant consents and approvals from third parties at Customer's expense) access to Customer Systems and Customer Data that Customer wishes to be accessed by the Services;
- (d) fulfill all of Customer's other tasks and obligations identified in the Order Form, if applicable;
- (e) maintain (and ensure that all Users maintain) the confidentiality of Customer's and its Users' access credentials for the Services and Customer will be responsible for any use of the Services using those credentials;
- (f) maintain (and ensure that all Users maintain) the confidentiality of any Customer Data in accordance with Customer's confidential information sharing policy and to ensure that all Users shall immediately inform Customer upon the receipt of any Customer Data in an unauthorized manner or form;
- (g) provide 5 Health with all information necessary to configure the Services and to log and verify the Services (including access codes), and otherwise cooperate as necessary with 5 Health in relation to the integration and use of the Services with Customer Systems and Customer Data; and
- (h) be responsible for any end-user equipment, device or infrastructure used to access the Services, including the functionality and security of any equipment, device or infrastructure needed by the Customer to connect to, access or otherwise use the Services, including virtual private network (VPN) tunnels, API(s), modems, hardware, servers, software, operating systems, networking and web servers.

3.5. External dependencies. Customer shall take all steps necessary and acknowledges that 5 Health's performance of its obligations under this Agreement is dependent on Customer having taken all steps necessary, to enable 5 Health to provide the Bot Services including (a) providing the relevant documentation and API access for 5 Health to connect the Bot MD Interfaces with applicable Third Party Bot MD Messaging Platforms, and (b) providing assistance to enable 5 Health to acquire any relevant approvals, consents or access to services (including assisting with business verification), software or systems of third parties (including Third Party Providers of all applicable Third

Party Bot MD Messaging Platforms) and data stored or maintained thereon (collectively, the “**external dependencies**”). 5 Health is not responsible for any external dependencies and will have no liability in respect of any interference with Customer’s use or any User’s use of or access to the Services or security or privacy breaches arising from or in connection with any external dependencies, and Customer waives any and all claims against 5 Health and its Affiliates in connection therewith.

- 3.6. Disclaimer. 5 Health has no obligation to monitor the access to or use of the Bot MD Interfaces or Third Party Bot MD Messaging Platforms or any other third-party applications by any User, or to review, disable access to, or edit any content, such as text, photos, audio, video, or other materials and information created, uploaded, posted, sent, received and stored on or through the Bot MD Interfaces or Third Party Bot MD Messaging Platforms or any third-party applications (“**User Content**”), but may do so (at its discretion) to: (a) operate, secure and improve the Bot MD Interfaces (including for fraud prevention, risk assessment, investigation and customer support purposes); (b) ensure Customer’s compliance with this MSA; (c) comply with any applicable law or the order or requirement of a court of competent jurisdiction, law enforcement or other administrative agency or governmental body or the terms and conditions of use of any Third Party Bot MD Messaging Platforms; or (d) respond to User Content that it determines is or likely to be unlawful, harmful or objectionable. Customer agrees to cooperate with and assist 5 Health in good faith, and to provide 5 Health with such information and take such actions as may be reasonably requested by 5 Health with respect to any investigation undertaken by 5 Health or a contractor or representative of 5 Health regarding the use or misuse of the Bot MD Interfaces.
- 3.7. Ownership of User Content. Customer is solely responsible for all User Content that it or any User makes available on or through the Bot MD Interfaces, the Third Party Bot MD Messaging Platforms and any applications provided by Third Party Providers. Customer represents and warrants that: (i) it is either the sole and exclusive owner of all User Content that it or any User makes available on or through the Bot MD Interfaces and Third Party Bot MD Messaging Platforms and any applications provided by Third Party Providers or that it has all rights, licences, consents and releases that are necessary for posting such User Content and (ii) neither the User Content nor the posting, uploading, publication, submission or transmittal of the User Content by any User will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other proprietary or Intellectual Property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation or any terms and conditions of use of any Third Party Bot MD Messaging Platforms.

## 4. USERS

- 4.1. Access Management. Customer is responsible for managing User access to the Services and managing Users' expectations, including by (a) registering Users, (b) requesting that Users sign up with any Third Party Bot MD Messaging Platforms (c) providing 5 Health with a list of Users' names, mobile numbers, and/or other pertinent information required by 5 Health, and (d) updating this list of Users to keep it current and notifying 5 Health promptly of changes to the list (and where appropriate removing access for each User to the Services) and (e) notifying 5 Health of any User's request for termination of his/her account. Customer will not allow Users to share access credentials for the Services.
- 4.2. User Terms. All Users' access to and use of the Services will be subject to Terms of Use and Privacy Policy, (which will be available for review by Users within the Services when they log in), as they may be updated by 5 Health from time to time upon notice to Customer (collectively, the "**User Terms**"), except to the extent, if any, that such User Terms conflict with the terms of this MSA and the Order Form whereupon Section 23 will apply.
- 4.3. User Compliance. Customer shall ensure that all Users (for the avoidance of doubt, including Patient-Users) comply with the User Terms (for Patient-Users, to the extent that the User Terms are applicable to Patient-Users), this MSA and all applicable laws, and shall terminate or place restrictions on (or request 5 Health to terminate or place restrictions on) the access credentials of any User for the Services or Bot MD Interface who does not comply with the User Terms, this MSA or any applicable laws, or whose relationship with Customer terminates. As between Customer and 5 Health, Customer shall be responsible for Users' acts or omissions in relation to the Services, or in violation of the terms of this MSA, as if they were Customer's own acts or omissions. 5 Health shall not be liable for any breach of the obligation of confidence or breach of any applicable laws by any User, whether owing to Customer or other third parties, arising out of the User's acts or omissions in relation to the Services. 5 Health may (but is not obligated to) at any time deny or suspend or restrict any User's access to the Services without notice to Customer if 5 Health, in its sole discretion, believes that the User's use of the Services is unauthorized or would violate or is likely to result in a violation of any provision of this MSA or the User Terms or any law, regulation, rule, requirement, advisory from any government body or authority or that such suspension is necessary to protect the integrity or security of the Bot MD Interfaces, other Users or other third parties. Although 5 Health has no obligation to monitor Customer's or User's use of the Bot MD Interfaces, 5 Health may do so and may prohibit any use on the foregoing grounds.
- 4.4. User Support and Other Interactions. 5 Health may, in its discretion, provide Users with login assistance or other basic support in accordance with 5 Health's

then-current standards and policies, but has no obligation to provide individual Users with technical support or other assistance in relation to their use of the Services. Customer will be responsible for all User interactions outside of the Services, including fielding and addressing all User complaints and technical issues unless explicitly stated otherwise in **Annex 1**.

- 4.5. Number of devices: Each User may only log in to their account on one compatible device at any point in time.

## **5. FEES**

- 5.1. Generally. Customer shall pay to 5 Health the subscription fees specified in the Order Form for the duration of the Subscription Term and such other charges indicated on any Order Form in accordance with the payment terms of the invoices issued by 5 Health. 5 Health may revise the fees and/or introduce or discontinue fees from time to time; provided, however, that any such change will take effect no sooner than the next renewal of the Subscription Term occurring at least ninety (90) days after Customer is advised of such change (so that Customer has opportunity to avoid such renewal if it does not agree to such change).
- 5.2. Fees of Third Party Service Provider. The fees specified in the Order Form include any charges that may be assessed and charged by any Third Party Provider which 5 Health directly engages for the purposes of providing the Services, including the Third Party Bot MD Messaging Platforms for access to or use of a messaging channel.
- 5.3. Payment Terms. Customer will pay all fees in accordance with the schedule and other payment terms specified in the Order Form. If Customer fails to pay any fees by the applicable due date in any invoice issued by 5 Health, 5 Health shall have the right to suspend or the terminate the use of the services by the Customer under the Agreement.
- 5.4. Taxes. All fees due by Customer under the Agreement are exclusive of all taxes and other government fees including, but not limited to, goods and services tax. Customer is responsible for payment of all applicable taxes and government fees.
- 5.5. Deductions. All amounts payable to 5 Health under the Agreement shall be paid by Customer to 5 Health in full and without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law and with the prior written agreement of 5 Health.

## 6. CONFIDENTIALITY

- 6.1. Definition. As used in this MSA, “**Confidential Information**” means all proprietary information disclosed by one Party (the “**Discloser**”) to any other Party (the “**Recipient**”), whether before or after the Effective Date and whether disclosed orally, in writing or through review of records, data, materials, facility visits or otherwise, that is designated as confidential or that reasonably should be understood by the Recipient to be confidential. Customer’s Confidential Information includes any non-public Customer Data that Customer furnishes to 5 Health under the Agreement. 5 Health’s Confidential Information includes any source code, algorithms, APIs, and other non-public elements of the Services that 5 Health discloses to Customer. In addition, the terms and conditions (including pricing) of the Order Form will be treated as the Confidential Information of both Parties.
- 6.2. Exclusions. Confidential Information does not include information or material that (a) is now, or hereafter becomes, through no act or failure to act on the part of the Recipient, generally known or available to the public; (b) is or was known by the Recipient at or before the time such information or material was received from the Discloser, as evidenced by a contemporaneous writing; (c) is furnished to the Recipient by a third party that is not under an obligation of confidentiality to the Discloser with respect to such information or material; or (d) is independently developed by the Recipient without use of any Confidential Information of the Discloser, as evidenced by contemporaneous writing.
- 6.3. Restrictions on Disclosure and Use. The Recipient shall hold Confidential Information in strict confidence and shall not disclose to third parties or use such Confidential Information for any purpose except to fulfill its obligations and exercise its rights under the Agreement. The Recipient shall take all reasonable measures to protect the confidentiality of the other Party’s Confidential Information in a manner that is at least as protective as the measures it uses to maintain the confidentiality of its own Confidential Information of similar importance but in any event using reasonable care. Notwithstanding the foregoing, the Recipient may disclose the other Party’s Confidential Information (a) to its employees and personnel who have a need to know such information, provided that each such person is under a duty of nondisclosure that is at least as restrictive as the confidentiality and nondisclosure provisions herein, and (b) to the extent the Recipient is legally compelled to disclose such Confidential Information, provided that the Recipient shall (where possible) give advance notice of such compelled disclosure to the other Party, and shall cooperate with the other Party in connection with any efforts to prevent or limit the scope of such disclosure or use of the Confidential Information to the extent permitted by law.
- 6.4. Remedies for Breach of Obligation of Confidentiality. The Recipient acknowledges that the provisions of this Section 6 are necessary to protect the

trade, commercial and financial interests of the Discloser and that a breach of its obligations of confidentiality may cause irreparable harm to the Discloser for which the Discloser may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiver of its obligations under this Section 6, the Discloser shall be entitled to seek injunctive or other suitable relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

## **7. DATA AND INTELLECTUAL PROPERTY**

- 7.1. 5 Health Intellectual Property. 5 Health and, where applicable, its third-party licensors retain all rights, title and interest in and to (a) the Services and Bot MD Interfaces, and any content (other than Customer Data) included in or made available through the same by 5 Health, and all improvements, modifications, enhancements or derivative works of the foregoing; (b) all other Confidential Information of 5 Health; (c) all Feedback, Gathered Data (except to the extent it contains Customer Data or personally identifiable information), and any reports and analytics generated by 5 Health; and (d) all other Intellectual Property owned or controlled by 5 Health at any time before, on, or after the Effective Date. To the extent Customer acquires any right, title or interest in any of the foregoing, Customer hereby agrees to assign all of its right, title and interest thereto to 5 Health.
- 7.2. Customer Intellectual Property. Customer retains all rights, title and interest in and to (a) Customer Data; (b) Customer Systems; (c) Confidential Information provided by Customer; and (d) all other Intellectual Property owned or controlled by Customer before the Effective Date; and (e) all other Intellectual Property owned or controlled by Customer on or after the Effective Date that was acquired or developed independently of 5 Health or 5 Health's Intellectual Property.
- 7.3. Licence to Customer Data. Customer, on behalf of itself and Users where applicable, grants to 5 Health and its applicable subcontractors and service providers a non-exclusive, nontransferable (except as part of a permitted assignment of this Agreement in accordance with Section 17), royalty-free licence to: (a) use, reproduce, modify, adapt, process, transfer and display all Customer Data (as may be permitted under applicable laws including data protection laws) in order to provide the Services as contemplated under the Agreement, and in order to monitor, evaluate, improve 5 Health's technologies, products and services, provided such activities do not involve disclosure to third parties in violation of Section 6.3; (b) transmit or otherwise make available the Customer Data to Users or third parties in accordance with the Agreement or work-flows or specifications furnished or approved by Customer, or otherwise in fulfillment of Customer's instructions (as may be permitted under applicable laws including data protection laws); and (c) conduct statistical analysis of anonymized

Customer Data and any consequential, derivative or other data generated by the Bot MD Interfaces or through the User's use of Services.

- 7.4. Gathered Data. Subject to compliance by 5 Health with applicable laws, Customer acknowledges and agrees that 5 Health, and service providers appointed by 5 Health (including Third Party Providers), may log and store all Gathered Data. 5 Health has no obligation to furnish any of the Gathered Data to Customer except on a per request basis and subject to the sole discretion of 5 Health, and will be free to retain, process, use, disclose and transfer, the Gathered Data for any lawful purposes, including but not limited to analytics, quality assurance and the development and improvement of 5 Health's products and services; provided, however, that to the extent any Gathered Data includes any personally identifiable information, save where consent has been obtained from the affected individual(s) or is deemed to have been obtained or is not required under applicable laws, 5 Health will anonymize such Gathered Data prior to any use, processing or disclosure or otherwise refrain from using, processing, disclosing or transferring such personally identifiable information (other than use, process, disclosure or transfer in the course of providing the Services for Customer and its Users) unless the applicable data protection laws and regulations permit otherwise. All reports, documentation and other materials prepared by 5 Health based on or incorporating anonymized, aggregated, or other non-identifying Gathered Data shall be owned solely by 5 Health.
- 7.5. Data Privacy and Security. The Parties acknowledge that the Customer Data and/or Gathered Data may contain personal data that is covered by national or local privacy and/or data-protection laws or regulations within the Territory. Each Party agrees to comply with such laws and regulations as they apply to its collection, storage, processing, use and/or disclosure of such personal data (provided, in the case of 5 Health, that Customer has fulfilled its applicable responsibilities set forth in paragraphs (a) and (b) of Section 3.4).
- 7.6. Consents. Customer represents and warrants that the Customer Data will only contain personal data of individuals in respect of which Customer has provided all notices and disclosures (including 5 Health's Privacy Policy) and obtained all applicable consents and permissions and otherwise has all authority, in each case as required by applicable laws, to enable 5 Health to provide the Services, including with respect to the collection, storage, access, use, disclosure and transmission of personal data, including by or to 5 Health and to or from all applicable third parties (including Third Party Providers of any Third Party Messaging Platforms). Customer agrees to cause all Users to agree to the terms in Sections 7.3, 7.4 and 7.6 of this MSA.
- 7.7. Feedback. Customer agrees that 5 Health will own and be free to use (or not use) any Feedback. Customer irrevocably assigns and agrees to procure all relevant persons (where applicable) to assign to 5 Health all rights, title, and

interest in and to such Feedback, and will cause any Users to do the same as needed to give effect to the intent of the preceding sentence. Without limiting the foregoing, 5 Health's rights in the Feedback will include the rights to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner any and all Feedback, and to permit others to do the same, without any compensation or other obligations to Customer or any User. Customer and Users are under no obligation to provide any Feedback to 5 Health.

## **8. TRADEMARKS AND ATTRIBUTION**

- 8.1. Customer Branding. Customer hereby grants to 5 Health a non-exclusive, royalty-free, non-transferable, worldwide licence, during the Subscription Term, to use and display the Customer's trademarks, trade names, logos and/or slogans designated by Customer (the "**Customer Marks**") to brand such Bot MD Interface on Customer's behalf. Customer may terminate this licence to the Customer Marks at any time upon reasonable notice to 5 Health. Any goodwill arising from use of the Customer Marks will belong solely to Customer.
- 8.2. 5 Health Attribution. Customer agrees that each Bot MD Interface will include 5 Health attribution in appropriate locations, as reasonably determined or approved by 5 Health. If Customer is creating or hosting any Bot MD Interface, such Bot MD Interface (including the attribution and branding thereon) will be subject to 5 Health's prior review and approval, and 5 Health grants Customer a non-exclusive, royalty-free, non-transferable, worldwide licence, during the Subscription Term, to use and display 5 Health's designated trademarks, trade names, logos and/or slogans (the "**5 Health Marks**") on such Bot MD Interface solely for purposes of such attribution in the manner designated or approved by 5 Health. 5 Health may terminate this licence to the 5 Health Marks at any time upon reasonable notice to Customer. Any goodwill arising from use of the 5 Health Marks will belong solely to 5 Health.
- 8.3. Licence to Customer Marks. Customer, on behalf of itself and Users where applicable, grants to 5 Health a non-exclusive, royalty-free, non-transferable, worldwide licence to use and display the Customer Marks for 5 Health's marketing, advertising, and promotion of the Services, including listing the Customer on 5 Health's website and in emails and other web and print materials. Customer may terminate this licence to the Customer Marks at any time upon reasonable notice to 5 Health. Any goodwill arising from use of the Customer Marks will belong solely to Customer.

## **9. TERM AND TERMINATION**

- 9.1. Agreement Term. The Subscription Term begins on the service start date specified in the Order Form and (unless earlier terminated as set forth below in



Section 9.2) will continue for such initial period and end on the service end date specified in the Order Form.

- 9.2. Early Termination. Either Party may terminate the Agreement for a material breach by the other Party that, if curable, remains uncured thirty (30) days after delivery of written notice of such breach. 5 Health may terminate the Agreement upon five (5) days' prior written notice, if in 5 Health's reasonable judgement, any new law or any amendment to a then-existing law makes the performance of the Agreement unlawful or technically or commercially infeasible.
- 9.3. Effect of Termination. Upon any termination or expiration of the Agreement, 5 Health shall have no further obligation to provide any services under the Agreement, and Customer and all Users must immediately stop use of the Services and Bot MD Interfaces. Each Party shall, upon request (and subject to 5 Health's rights to retain Gathered Data), promptly return to the other Party the Confidential Information of the other Party then in its possession or certify in writing to the other Party that such Confidential Information has been destroyed. The following terms of this Agreement shall survive termination or expiration for any reason: Section 6 (Confidentiality), Section 7 (Data and Intellectual Property), Section 9.3 (Effect of Termination), Section 11 (Warranties and Liability), Section 12 (Indemnification), Section 14 (Dispute Resolution and Law), and Sections 16 to 22. Termination or expiration of the Agreement shall not release Customer from the obligation to make payment of all amounts then or thereafter due and payable hereunder.

## **10. RELATIONSHIP OF PARTIES**

- 10.1. Independent Contractors. Each Party shall be deemed to be and shall be an independent contractor and, as such, no Party (and none of its personnel) shall be entitled to any benefits applicable to employees of the other Party.
- 10.2. No Agency. Unless specified herein, no Party is authorized or empowered to act as an agent for or legal representative of the other Party for any purpose and shall not on behalf of the other have any right, power or authority to enter into any contract, warranty, or representation as to any matter, or create any obligation or responsibility of any kind, express or implied on behalf of the other.

## **11. WARRANTIES AND LIABILITY**

- 11.1. Mutual Warranties. Each Party represents and warrants that (a) it has obtained all necessary approvals and authority to enter into and perform the Agreement; and (b) the execution and performance of the Agreement will not violate or conflict with any contracts or other obligations such Party has with or in relation to any third party.

- 11.2. Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES, BOT MD INTERFACES, AND ANY OTHER SERVICES AND MATERIALS PROVIDED BY 5 HEALTH UNDER THE AGREEMENT ARE PROVIDED “AS IS” AND, EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1, 5 HEALTH MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE AGREEMENT, SERVICES, BOT MD INTERFACES, OR SUCH OTHER SERVICES OR MATERIALS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, 5 HEALTH DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, ACCURACY, FUNCTIONALITY, RELIABILITY, AVAILABILITY OF ANY FUNCTIONS OR FEATURES, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE. 5 HEALTH DOES NOT WARRANT THAT THE SERVICES ARE ERROR FREE OR WILL MEET CUSTOMER’S REQUIREMENTS.
- 11.3. Limitation of Damages. Notwithstanding anything to the contrary in the Agreement and in so far as permitted under applicable laws, 5 Health’s total and cumulative liability under the Agreement, however arising, shall not exceed the amount of fees received by 5 Health under the Agreement during the twelve (12) months preceding the event(s) giving rise to a claim.
- 11.4. Exclusion of Damages. IN NO EVENT WILL 5 HEALTH BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR EXAMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS OR REVENUES, ANTICIPATED BUSINESS OR PROFITS OR REVENUES, ECONOMIC LOSS OR DAMAGE, LOSS OF ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR FOR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE USE OR PERFORMANCE OF THE SERVICES OR MATERIALS PROVIDED BY 5 HEALTH HEREUNDER, HOWEVER CAUSED AND WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT 5 HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 11.5. Failure of Essential Purpose. The Parties agree that the limitations specified in this Section 11 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

- 11.6. Basis of Bargain. The Parties expressly acknowledge and agree that 5 Health has set its prices and entered into the Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between 5 Health and Customer and form a basis of the bargain between the Parties.

## **12. INDEMNIFICATION**

### **12.1. By 5 Health.**

- (a) 5 Health will indemnify, defend and hold harmless Customer and its affiliates, officers, employees, and agents from and against any claims, damages and losses arising from or relating to a third-party claim that the Services infringe or misappropriate such third party's copyright, trade secret, or patent or trademark rights; provided, however, that 5 Health shall have no responsibility if the alleged infringement or misappropriation arises from: (i) any Customer Data, User Content or other content, data, or business logic furnished, requested, specified, or approved by Customer or a User; (ii) modifications to the Services made by anyone other than 5 Health or its authorized agents, if a claim would not have occurred but for such modifications; (iii) the combination, operation or use of the Services with services, equipment, devices, software or data not supplied by 5 Health or for a purpose or in a context other than the purposes contained in the Agreement or context for which the Services was designed, if a claim would not have occurred but for such combination, operation or use; (iv) any failure to comply with 5 Health's instructions; or (v) improper or unauthorized use of the Services, or any violation of the Agreement by Customer or any User. Any unauthorized modifications to, use or improper installation of the Software or Bot MD Interface by, or on behalf of Customer or any User shall render all of 5 Health's warranties and obligations under the Agreement null and void.
- (b) If use of the Services or any portion thereof is, or in 5 Health's opinion is likely to be, enjoined due to the type of claim specified in Section 12.1(a) above, then: (i) 5 Health may, at its sole option replace or modify the Services or portion thereof so that it is non-infringing and substantially equivalent in function provided that Customer provides all assistance and information that may be necessary to enable 5 Health to make such replacement or modification; and (ii) if the options under clause (i) are technically or commercially infeasible, 5 Health may terminate Customer's rights and 5 Health's obligations hereunder with respect to the Services and refund to Customer a prorated portion of the fees (if any) that Customer pre-paid for the period affected by such termination.
- (c) THE PROVISIONS OF THIS SECTION 12.1 SET FORTH 5 HEALTH'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND

EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

- 12.2. By Customer. Customer will indemnify, defend and hold harmless 5 Health and its Affiliates, and their respective officers, employees, agents, subcontractors, and service providers from and against any claims, damages and losses arising from or relating to: (i) any Customer Data or User Content or other content, data including personal data, or business logic furnished to 5 Health by Customer or Users under the Agreement; or (ii) Customer's or any User's use or misuse of the Services, including any non-compliance with the Customer's confidential information sharing policy, in each case except to the extent the claim is of a type for which 5 Health is responsible under Section 12.1.
- 12.3. Procedure. Each Party's indemnity obligations are subject to the following: (i) the aggrieved Party will promptly notify the indemnifier in writing of the applicable claim; (ii) the indemnifier will have sole control of the defense and all related settlement negotiations with respect to the claim (provided that the indemnifier may not settle or defend any claim unless it unconditionally releases the aggrieved Party of all liability); and (iii) the aggrieved Party will cooperate fully to the extent necessary, and execute all documents necessary for the defense of such claim at the cost of the indemnifier.

### 13. COMPLIANCE WITH LAWS

- 13.1. Generally. Each Party shall at all times have all permits and licenses required by any governmental unit or agency and will comply with all international, national, state, regional and local laws and regulations applicable to such Party's activities contemplated under the Agreement (including, in Customer's case, all laws pertaining to its or its Users' use of the Services' output).
- 13.2. Export Control. Intellectual Property, Services, Confidential Information or data arising from the Agreement may be subject to regulations that relate to the export of technology or technical data. Customer acknowledges that 5 Health may be subject to U.S., EU, U.K., and/or other export or trade regulations, and Customer will not export or otherwise provide any 5 Health Intellectual Property, 5 Health Confidential Information, Services, or 5 Health data arising from this Agreement to any destination, person or entity, or use the same for any prohibited activity or purpose, in violation of applicable export control laws or regulations.
- 13.3. Anti-Corruption. In connection with the negotiation and performance of this Agreement, the Parties will comply with all applicable anti-bribery laws (including, without limitation, the Prevention of Corruption Act (Cap 241) of the laws of Singapore, U.S. Foreign Corrupt Practices Act of 1977, the Malaysian

Anti-Corruption Act 2009, the Indian Prevention of Corruption Act 1988, and the UK Bribery Act 2010).

## 14. DISPUTE RESOLUTION AND LAW

14.1. Efforts to Resolve Amicably. In the event of any dispute or disagreement arising between the Parties in relation to this Agreement or the rights and obligations of the Parties hereunder (“**Dispute**”), the Parties shall, in good faith, meet and discuss the Dispute, and use their best endeavors to amicably resolve the same, failing which the Dispute shall in the first instance be referred to the following officers for resolution:

5 Health: Chief Executive Officer of 5 HEALTH

Customer: As specified in the Order Form

The respective officers named above shall, in good faith, convene to attempt to resolve the Dispute within thirty (30) days of their receipt of written notification of the same.

14.2. Arbitration. Any Dispute which cannot be resolved in accordance with Section 14.1 shall be referred to and finally resolved by arbitration in Singapore in the English language by a sole arbitrator to be appointed by mutual agreement among the Parties in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force which rules are deemed to be incorporated by reference into this Section 14.

- (a) The arbitrator must not be a present or former employee or agent of, or consultant or counsel to, any Party to the Dispute or any related corporation as defined in section 6 of the Companies Act 1967 of the laws of the Republic of Singapore of any Party to the Dispute.
- (b) Any decision or award of an arbitral tribunal appointed pursuant to this Section 14 shall be final and binding on the Parties and the execution thereof may be entered into any court having jurisdiction.
- (c) Interest at such rate to be determined by the arbitral tribunal shall be due and payable to the Party in receipt of an arbitration award from such date as the arbitral tribunal may decide until the date of payment to such Party.
- (d) The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.

- 14.3. Governing Law. This MSA and its subsequent variations shall be deemed to be made in the Republic of Singapore and shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose.
- 14.4. Injunctive Relief. Nothing in this Section 14 shall affect either Party's right to seek an immediate remedy of an injunction, specific performance or similar court order to enforce the defaulting Party's obligations. The Parties hereby agree to submit irrevocably to the non-exclusive jurisdiction of the Courts of the Republic of Singapore in relation to the aforesaid injunction, specific performance or similar court order.

## 15. FORCE MAJEURE

- 15.1. Generally. A Party shall not be liable for any delay in performing or failure to perform its obligations under the Agreement (other than Customer's obligations to pay fees owing hereunder) if such delay or failure results from a Force Majeure Event (as defined below), provided that such Party shall, whenever possible, use reasonable commercial efforts to reduce or alleviate the impact of each Force Majeure Event on its obligations under the Agreement and resume that obligation as soon as the Force Majeure Event ceases. The Party whose performance is prevented or delayed by a Force Majeure Event shall promptly give each other Party written notice thereof, specifying the matters constituting the Force Majeure Event and the likely duration of the prevention or delay.
- 15.2. Suspension of Obligation. Each Party's obligations under the Agreement which are affected by the Force Majeure Event (other than Customer's payment obligations) shall be suspended and to the extent that performance of such obligations were prevented or delayed by the Force Majeure Event, and the affected Party shall be granted a fair and reasonable extension of time to enable it to perform its obligations.
- 15.3. Termination. If the Force Majeure Event continues for a period exceeding three (3) months from the date of notification under Section 15.1, any Party may terminate the Agreement by written notice in accordance with Section 9.2.
- 15.4. Definition. "**Force Majeure Event**" means any circumstance or event beyond the reasonable control of a Party which results in such Party being unable to observe or perform on time its obligation under this Agreement.

## 16. NOTICES

Any notice or communication required or permitted under the Agreement shall be made in writing and shall be deemed duly served if delivered personally or if sent by

electronic mail (with confirmation of receipt) or by prepaid registered post or recognized international express delivery service (with confirmation of delivery) to the addressee as stated in the Order Form for the Party concerned, or at such other address as the Party to be served may have notified the other Party for the purposes of the Agreement.

## **17. ASSIGNABILITY**

Except as expressly provided for in this MSA, neither Party may assign any right or novate, charge, delegate, sub-license or sub-contract any obligation or otherwise dispose of or transfer any of its rights or obligations under the Agreement without the written permission of the other Party, which permission may not be unreasonably withheld or delayed. Notwithstanding the foregoing, 5 Health may assign the Agreement in its entirety, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or business to which the Agreement relates. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Any attempted assignment in violation of this provision shall be void.

## **18. WAIVER**

- 18.1. No waiver by a Party hereto of any breach or default of any of the covenants, conditions, stipulations, obligations or provisions contained or implied in the Agreement herein set forth shall be deemed a waiver as to any subsequent or similar breach or default.
- 18.2. No remedy conferred by any of the provisions of the Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one (1) or more of such remedies by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other available remedies.

## **19. SEVERABILITY**

- 19.1. Generally. If any term or condition or provision of the Agreement or the application of any such term, condition or provision shall be held by a court of competent jurisdiction to be wholly or partly invalid, illegal, or unenforceable or a violation of any applicable law, statute or regulation of any jurisdiction, in any respect, the same shall be deemed to be deleted from the Agreement and shall be of no force and effect, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby,

provided that the intent of the Parties in entering into the Agreement is not materially affected thereby.

- 19.2. Negotiation. Notwithstanding the aforesaid, in the event of such deletion, the Parties hereto shall negotiate in good faith in order to agree to terms which are mutually acceptable and satisfactory alternative provision(s) in place of the provision(s) so deleted.

## **20. ENTIRE AGREEMENT**

- 20.1. Entire Agreement. Unless otherwise specified, the Agreement constitute the entire agreement between the Parties concerning the subject matter hereof. All prior oral or written understanding, commitments, contracts or representations relating to the subject matter of this Agreement respecting the subject matter hereof are void. To the fullest extent permitted by law, all terms, warranties, or conditions implied by law or by custom or course of dealing are also excluded.
- 20.2. Amendments. No amendment to this MSA shall be binding on the Parties unless agreed to and executed in writing thereto by the Parties. Unless expressly agreed, no amendment or variation shall constitute a general waiver of any provision of this MSA, nor shall it affect any rights, obligations or liabilities under or pursuant to this MSA which have already accrued up to the date of such amendment or variation, and the rights and obligations of the Parties under or pursuant to this MSA shall remain in full force and effect, except and only to the extent that they are so varied.

## **21. NO THIRD-PARTY BENEFICIARIES**

- 21.1. Generally. Customer and 5 Health intend for the terms and provisions of this MSA to benefit solely Customer and 5 Health. Nothing in this MSA is to be construed as conferring third-party beneficiary rights on any other person or entity.
- 21.2. Contracts (Rights of Third Parties) Act 2001. Save to give effect to the rights accruing to their Affiliates, the Parties do not intend that any right, benefit or remedy of any kind or character whatsoever or any right to enforce the terms of this Agreement shall, by virtue of the Contracts (Rights of Third Parties) Act 2001 of the laws of the Republic of Singapore or otherwise, be conferred on any person who is not a party to this Agreement, and no person shall be deemed to be a third party beneficiary under or by reason of this Agreement.

## **22. FURTHER ASSURANCES**



The Parties shall, from time to time, and at their own cost do, execute and deliver or procure to be done, executed and delivered all such further acts, documents and things required by, and in a form satisfactory to the other Party, in order to give full effect to the Agreement and its rights, powers and remedies under the Agreement.

### **23. CONFLICT**

To the extent that any terms and conditions of this MSA conflict with the Order Form, the Terms of Use or the Privacy Policy, the conflict shall be resolved according to the following order of precedence: (a) the Order Form; (b) this MSA; (c) Terms of Use and (d) Privacy Policy.

## **ANNEX 1**

### **SUPPORT AND SERVICE-LEVEL AGREEMENT**

1. Maintenance and Support Services. 5 Health shall provide reasonable maintenance and support services limited to the following:
  - (a) Phone/Email/App Support. 5 Health's personnel will be available to answer questions and otherwise assist in troubleshooting problems which may occur in the day-to-day running of the Services to Customer's personnel as designated in the Order Form. Support ticket creation will be available on a twenty-four (24) hour basis via email, with WhatsApp support available during 5 Health's business hours of 9 a.m. to 6 p.m. Singapore Time, excluding weekends and holidays, by contacting 5 Health's Help Desk at [customersupport@botmd.io](mailto:customersupport@botmd.io) and through the dedicated WhatsApp group chat created for Customer's account.
  - (b) Maintenance and Support. 5 Health will use commercially reasonable efforts to maintain and monitor the health of all the necessary hardware, software, bandwidth, and other facilities and equipment necessary to provide Customer with access to the Services in accordance with the terms of the Agreement.
  - (c) Problem Classifications and Definitions. The severity of a problem will be determined using the following guidelines:

<b>Priority Level</b>	<b>Problem Severity</b>	<b>Description</b>
1	Critical	Services as a whole are down (i.e., generally inaccessible to authorized users) or performance is so poor as to render the Services unusable, causing or threatening a significant negative impact on a critical business activity of Customer.
2	High	A major function or portion of the Services is unusable, seriously affecting the Services' overall functionality.
3	Medium	There is a loss of a function or resource that does not seriously affect the Services' functionality.

4	Low	All other problems with the Services other than those falling within the categories above.
---	-----	--

(d) Problem Response and Resolution Times. 5 Health will respond to problems in accordance with the following criteria, on a case-by-case basis:

Problem Severity	Response Time	Target Resolution	Status Updates
Critical	2 hours	8 hours	Every 2 hours
High	4 hours	24 hours	Every 4 hours
Medium	8 hours	Next bug-fix release; targeted within 15 days	Daily
Low	2 business days	Next maintenance release	Weekly

(e) For purposes of this Paragraph 1, the following terms shall have the following meanings:

- (i) **“Response Time”** means the elapsed time from the time 5 Health’s Help Desk receives notification of an incident, either from monitoring alerts or from an open trouble ticket, until 5 Health notifies Customer that 5 Health has begun to provide assistance.
- (ii) **“Target Resolution”** means the targeted elapsed time (which 5 Health will use commercially reasonable efforts to achieve) to provide a fix or workaround, as measured from the time 5 Health’s Help Desk receives notification of an incident.

2. Service Credits. For any month in which 5 Health’s Response Time or Target Resolution for any incident (or incidents) is more than two times (2X) the applicable metric stated in the chart in Paragraph 1(d) above, 5 Health will owe Customer support-services credit against Customer’s next monthly Services fee, provided that Customer has requested such credit in writing (identifying the basis for the request) no later than fifteen (15) days after the end of the affected

calendar month. Such credit will be equal to 5% of the monthly Services fee paid by Customer for the affected calendar month.

3. Service Availability.

(a) Scheduled Maintenance. 5 Health will keep Customer informed of any scheduled maintenance that is anticipated to impact the Services' availability ("**Scheduled Maintenance**"), provided that downtime from Scheduled Maintenance shall not exceed eight (8) hours per calendar month and shall be planned to occur during off-peak times whenever practical. If the Scheduled Maintenance event has the capacity to cause a Critical or High severity problem, 5 Health will notify Customer in writing at least forty-eight (48) hours in advance of occurrence of Scheduled Maintenance.

(b) Availability. 5 Health will use commercially reasonable efforts to make the Services available 99.5% of the time as measured on a monthly basis, excluding downtime for Scheduled Maintenance. Any unavailability arising from or in connection with the unavailability or outages of Third Party Messaging Platforms or third-party connections or utilities or other reasons beyond 5 Health's control will be excluded from the calculation of the availability of the Services.

(c) Service Credits. For any month in which the Services' availability (calculated as described above) falls below the commitment of 99.5%, 5 Health will issue Customer a service-availability credit against Customer's next monthly Services fee, provided that Customer has requested such credit in writing (identifying the basis for the request) no later than fifteen (15) days after the end of the affected calendar month. Such credit will be equal to 5% of the monthly Services fee paid by Customer for the affected calendar month.

4. Exclusions. 5 Health will have no obligation under the Agreement to respond to, resolve, or provide remedies for any errors or unavailability of Services caused by the systems, software, or other resources of Customer, any User, or that are otherwise not within 5 Health's reasonable control. 5 Health may suspend its activities under this Support and Service-Level Agreement during any period in which Customer is in default of its payment or other obligations under the Agreement.