

This Master Service Agreement (this **Agreement**) is made on the date agreed by and between you (**Customer**) and Roots Technology Limited, a company incorporated in Hong Kong under company number 2808881 whose registered office is at 2/F., Jonsim Place, No.228 Queen's Road East, Wanchai, Hong Kong (**Sprout**).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1 Definitions and interpretation

1.1 The definitions and rules of interpretation set out in Schedule 1 shall apply to this Agreement.

1.2 In this Agreement:

1.2.1 This Agreement shall form a separate contract, incorporating the terms of this Agreement together with the Schedules, the Subscribed Service Specific Terms for the respective Subscribed Services and the Policies. For the avoidance of doubt, the Customer expressly agrees that by entering into this Agreement the provisions and practices set out in the Policies shall be applicable to any and all Services provided by Sprout to the Customer and that any and all terms contained in the Policies shall form part of this Agreement;

1.2.2 in the event of any conflict in respect of the provisions of this Agreement and/or the documents referred to therein the following order of priority shall prevail (in descending order of priority):

- (a) the Subscribed Service Specific Terms;
- (b) the Policies;
- (c) the Master Service Agreement and Schedules; and
- (d) the Documentation; and

1.2.3 subject to the order of priority between documents in clause 1.2.2, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

1.3 Any obligation of Sprout under this Agreement to comply or ensure compliance by any person or the Services with any law shall be limited to compliance only with laws within the Territory as generally applicable to businesses and to providers of software as a service solutions. Such obligations shall not be construed to create any obligation on Sprout (or anyone acting on its behalf) or any part of the Services to comply with any laws or regulations which apply solely to specific commercial or other activities (such as insurance, legal advice or banking or other professional services) or which apply solely to a specific commercial or non-commercial sector (or part thereof) (such as the public, legal, accountancy, actuarial, insurance, banking or financial service sectors).

2 Rights of use

2.1 In accordance with the terms of this Agreement, Sprout grants the Customer a non-exclusive, non-transferable, personal right to:

2.1.1 from the Effective Date, use the Free or Trial Services during Service Hours;

2.1.2 from the Effective Date, copy and use the Documentation as strictly necessary for its use by Authorised Users of the Free or Trial Services;

2.1.3 upon Order Acceptance, use the applicable Subscribed Services during Service Hours; and

2.1.4 upon Order Acceptance, copy and use the Documentation as strictly necessary for its use by Authorised Users of the Subscribed Services,

within the relevant Territory during the Service Period for the Permitted Purpose.

2.2 The Customer acknowledges that the Services do not include:

2.2.1 any services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services);

2.2.2 dedicated data back up or disaster recovery facilities (and the Customer should ensure it at all times maintains backups of all Customer Data); or

2.2.3 legal, tax, accounting or other professional or regulated services and that, except as expressly stated in this Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.

3 Authorised Users

3.1 The Customer shall ensure that only Authorised Users use the Services and that such use is at all times in accordance with this Agreement. The Customer shall ensure that Authorised Users are, at all times whilst they have access to the Services, the employees, contractors or administrators of the Customer, the Authorised Affiliates or fall into other categories agreed with Sprout in writing.

3.2 The Customer shall notify Sprout within two (2) Business Days if any updates to any list of Authorised Users are made or required, including when Authorised Users cease to be employed or engaged by a relevant entity such that they are no longer entitled to be Authorised Users or to access the Sprout Platform. Where termination of such relationship is known in advance, the Customer shall provide such information as soon as reasonably possible prior to such termination of that relationship, together with the date such person shall cease to be an Authorised User. Sprout shall be under no obligation to verify the accuracy of whether an Authorised User should be removed from the Sprout Platform.

3.3 The Customer shall ensure that Sprout shall only grant access to the number of Authorised Users specified for the applicable Services and that only such Authorised Users will be permitted to upload content up to the Maximum Storage Limit. In the instance that the Customer reaches either the Maximum Storage Limit on the Sprout Platform or the Customer invites the total number of Authorised Users permitted under the Agreement to the Sprout Platform, Sprout shall notify the Customer and where viable will present the Customer with the option to upgrade the Services to a different option that may better suit the Customer's requirements.

3.4 The Customer shall ensure that Authorised User Accounts cannot be shared or used by more than one individual at the same time.

3.5 Without prejudice to any other right or remedy of Sprout, in the event the Customer is in breach of clause 3.3 or 3.4 then:

3.5.1 the warranties in clause 8.1 shall cease to apply to the relevant Services for the duration of the period during which the Customer is in breach of clause 3.4; and

3.5.2 the Customer shall be liable to upgrade and pay for the relevant Services which permits the number of Authorised Users (such that the breach of clause 3.4 is remedied) for the relevant period during which the breach occurred in accordance with Sprout's Standard Subscription Prices.

3.6 The Customer shall:

3.6.1 be liable for the acts and omissions of the Authorised Users and the Authorised Affiliates as if they were its own;

- 3.6.2 only grant Authorised Users the right to access the Services subject to the instructions issued by Sprout which will explain how an assigned Customer system administrator can issue invitations through the Sprout Platform, such invitations will automatically generate a link which will be sent to the specified Authorised User prompting them to set up their own user ID and password (**Account Authentication Information**). Once the Authorised User has set up an account they will be able to access the Sprout Platform and the Services. The Customer shall not issue invitations, provide access to (or permit access by) anyone other than an Authorised User or Authorised Affiliate; and
- 3.6.3 procure that each Authorised User (and each Authorised Affiliate) is aware of, and complies with, the obligations and restrictions imposed on the Customer under this Agreement, including all obligations and restrictions relating to Sprout's Confidential Information.
- 3.7 The Customer warrants and represents that it, and all Authorised Users and all others acting on its or their behalf (including systems administrators) shall, keep confidential and not share with any third party (or with other individuals except those with administration rights at the Customer and its Authorised Affiliate's organisation as necessary for use of the Services) their Account Authentication Information for any Services.
- 3.8 The Customer shall (and shall ensure all Authorised Affiliates and Authorised Users shall) at all times comply with the Website Terms of Service and all other requirements applicable in this Agreement.
- 3.9 If any Account Authentication Information has been provided to an individual that is not an Authorised User, the Customer shall, without delay, notify Sprout immediately and Sprout may suspend access based on such Account Authentication Information to the Sprout Platform or the Services at its discretion.
- 3.10 The Customer shall comply (and shall ensure all Authorised Affiliates and Authorised Users comply) with all applicable laws, rules, and regulations governing export (**Export Control Laws**) that may apply to the Services, the Customer Data and the Documentation (or any part), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Services, the Customer Data or the Documentation (or any part) to, or access or use the Services, the Customer Data or the Documentation (or any part) in, any country or territory for which an export licence or other approval is required under the laws of Hong Kong and Singapore, without first obtaining such licence or other approval. The Customer shall be solely responsible for ensuring its access, importation and use of the Services, the Customer Data and Documentation in or into any part of the Territory or elsewhere complies with all Export Control Laws and any other applicable laws.

4 Indemnity

- 4.1 The Customer shall indemnify, keep indemnified and hold harmless Sprout (on Sprout's own behalf and on behalf of each of Sprout's Affiliates) from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred by it (or any of its Affiliates) as a result of the Customer's breach of this Agreement (and for the avoidance of doubt including any losses caused by the Customer's breach of clause 3.6 and 9.1.3).
- 4.2 This clause 4 shall survive termination or expiry of this Agreement.

5 Support

- 5.1 Support Services shall be available to the Customer for the Services for the duration of the respective Service Period, to the extent and in the manner notified to the Customer by Sprout or specified in the relevant Subscribed Service Specific Terms.
- 5.2 Sprout will use reasonable endeavours to notify the Customer in advance of scheduled maintenance but the Customer acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.

6 Changes to services and terms

- 6.1 Sprout may at its absolute discretion make, and notify the Customer of, updated versions of the documents referred to in clause 1.2.2 or other documents referred to in any part of this Agreement from time to time by notifying: a) the Customer of such update either by e-mail (together with a copy of the update or a link to a copy of the update); b) the Customer's system administrator through a pop up window which will appear on the Sprout Platform after the system administrator has logged in, such pop up window will request that the system administrator acknowledges such changes, or by any other means which Sprout elects (**Update Notification**).
- 6.2 The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of this Agreement immediately following such Update Notification (the **Update**) (or at such later date as Sprout may specify). Sprout shall use reasonable commercial efforts to provide advance notice to the Customer of any material changes to the documents referred to in clause 1.2.2 or other documents referred to in any part of this Agreement prior to an Update Notification.
- 6.3 The Customer acknowledges that Sprout shall be entitled to modify the features and functionality of the Services. Sprout may, without limitation to the generality of this clause 6.3, establish new limits on the Services (or any part), including limiting the volume of data which may be used, stored or transmitted in connection with the Services, remove or restrict application programming interfaces or make alterations to data retention periods, provided such changes are introduced by Update to the relevant impacted contractual documents.

7 Fees

- 7.1 The Subscription Fee and any other charges (including expenses) expressly agreed between the parties in writing shall be paid by the Customer at the rates and in the manner described in clause 7.3 below and in the Pricing Terms (together the **Charges**).
- 7.2 Unless otherwise expressly agreed in writing with Sprout, the Charges due under this Agreement shall be payable monthly by the Customer on the first day of the calendar month following the date of Order Acceptance.
- 7.3 In relation to payment of any Charges the Customer shall provide Sprout with Customer's preferred method of payment (**Payment Method**). Customer confirms that it is authorised to use such Payment Method and shall provide Sprout with complete and accurate details to enable Sprout to take payments from Customer in relation to the Charges. Customer authorises Sprout to charge Customer's Payment Method for the Charges as provided in clause 7.1. As agreed under clause 7.1, Sprout may charge the Customer through the Customer's Payment Method: (a) via scheduled payments in advance; or (b) on a recurring basis. Sprout may charge the Customer through the Customer's Payment Method up to the amount of the agreed Charges.
- 7.4 Sprout will notify the Customer in advance of any change in the recurring amount to be charged for the Subscribed Services. If there is any change to the amount to be charged for the Subscribed Services Sprout shall notify the Customer of such change and give the Customer the opportunity to terminate the Subscribed Services prior to any price increase taking place.
- 7.5 To the extent this Agreement terminates or expires the Customer shall:
- 7.5.1 not be entitled to any refund or discount of Fees already paid to Sprout under this Agreement unless otherwise agreed with Sprout in writing; and
- 7.5.2 not have to make any further monthly payments for Subscription Fees.

8 Warranties

- 8.1 Subject to the remainder of this clause 8, Sprout warrants that:

- 8.1.1 the Subscribed Services shall operate materially in accordance with its Description when used in accordance with this Agreement under normal use and normal circumstances during the relevant Service Period; and
- 8.1.2 it will provide each of the Services with reasonable care and skill.
- 8.2 The Customer acknowledges that clause 8.1 does not apply to Free or Trial Services or to Support Services provided in connection with the same. Free or Trial Services and Support Services provided in connection with the same are provided 'as is' and without warranty to the maximum extent permitted by law.
- 8.3 The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Customer acknowledges that such risks are inherent in cloud services and that Sprout shall have no liability for any such delays, interruptions, errors or other problems.
- 8.4 The Customer acknowledges that the Services may be subject to delays, interruptions, errors or other problems resulting from:
- 8.4.1 the COVID-19 global pandemic as announced by the World Health Organization (**WHO**) on 11 March 2020; or
- 8.4.2 any epidemics within or affecting Singapore or Hong Kong,
- 8.4.3 any other "act of god", natural disaster, war, catastrophe or similar event that affects Singapore or Hong Kong;
- and agrees that Sprout shall have no liability to the Customer for such delays, interruptions, errors or other problems until: a) in the case of the circumstances described at clause 8.4.1, such time the WHO declares the pandemic is over or; b) in the case of the circumstances described at clause 8.4.2, such time as the relevant health or governmental authorities in Hong Kong or Singapore (as applicable) declare that the local epidemic is over.
- 8.5 If there is a breach of any warranty in clause 8.1 Sprout shall at its option: (i) use reasonable endeavours to repair or replace the impacted Services within a reasonable time; or (ii) (whether or not it has first attempted to repair or replace the impacted Services) refund the Fees for the impacted Services which were otherwise payable for the period during which Sprout was in breach of any such warranty (provided such period is at least 14 consecutive days). To the maximum extent permitted by law, this clause 8.5 sets out the Customer's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 8.1.
- 8.6 The warranties in clause 8.1 are subject to the limitations set out in clause 18 and shall not apply to the extent that any error in the Services arises as a result of:
- 8.6.1 incorrect operation or use of the Services by the Customer, any Authorised Affiliate or any Authorised User (including any failure to follow the Documentation or failure to meet minimum specifications);
- 8.6.2 use of any of the Services other than for the purposes for which it is intended;
- 8.6.3 use of any Services with other software or services or on equipment with which it is incompatible;
- 8.6.4 any act by any third party (including hacking or the introduction of any virus, bugs or malicious code);
- 8.6.5 any modification of Services (other than that undertaken by Sprout or at its direction); or
- 8.6.6 any breach of this Agreement by the Customer (or by any Authorised Affiliate or Authorised User).

- 8.7 Sprout may make Non-Sprout Materials available for the Customer's use in connection with the Services. The Customer agrees that:
- 8.7.1 Sprout has no responsibility for the use or consequences of use of any Non-Sprout Materials;
 - 8.7.2 the Customer's use of any Non-Sprout Materials shall be governed by the applicable terms between the Customer and the owner or licensor of the relevant Non-Sprout Materials;
 - 8.7.3 the Customer is solely responsible for any Non-Sprout Materials used in connection with the Services and for compliance with all applicable third party terms which may govern the use of such Non-Sprout Materials; and
 - 8.7.4 the continued availability, compatibility with the Services and performance of the Non-Sprout Materials is outside the control of Sprout and Sprout has no responsibility for any unavailability of or degradation in the Services to the extent resulting from the availability, incompatibility or performance of any of the Non-Sprout Materials.
- 8.8 The Customer acknowledges that no liability or obligation is accepted by Sprout (howsoever arising whether under contract, tort, in negligence or otherwise):
- 8.8.1 that the Subscribed Services shall meet the Customer's individual needs, whether or not such needs have been communicated to Sprout;
 - 8.8.2 that the operation of the Subscribed Services shall not be subject to minor errors or defects or temporary bugs; or
 - 8.8.3 that the Subscribed Services shall be compatible with any other software or service or with any hardware or equipment.
- 8.9 Other than as set out in this clause 8, and subject to clause 18.6, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, time for performance, consideration, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

9 Customer's responsibilities

- 9.1 The Customer agrees that it shall:
- 9.1.1 at all times comply with all applicable laws relating to the use or receipt of the Services including laws relating to use of systems and communications;
 - 9.1.2 be liable for the acts and omissions of the Authorised Users and the Authorised Affiliates as if they were its own and shall be responsible for all content or data uploaded by its Authorised Users or Authorised Affiliates on the Sprout Platform and maintain and check that any and all content in whatever form including Customer Data which it uploads to the Sprout Platform or otherwise provides to Sprout in connection with the Services is up to date and accurate;
 - 9.1.3 where any Customer Data or other data is uploaded to the Sprout Platform by the Customer or its Authorised Users, or otherwise provided to Sprout in respect of the Services, includes personal data of any person other than the Customer, the Customer is deemed to have confirmed that:
 - (a) it has provided such other person with the PICS prior to upload; and
 - (b) it has obtained the consent from such person regarding the collection, use, disclosure, transfer and retention of his / her personal data and other information as set out in the PICS and this Agreement;

- 9.1.4 permit Sprout to collect, use, disclose, process or transfer any of the Customer Data (including personal data) or other data uploaded by the Customer or its Authorised Users onto the Sprout Platform for the purposes of the Services as set out in the PICS and in accordance with the Privacy Policy;
- 9.1.5 ensure that any Customer Data (including personal data) uploaded by Customer to the Sprout Platform, or otherwise provided to Sprout in respect of the Services, is necessary for Sprout to provide the Services offered hereunder. If the Customer fails to provide the same to Sprout, Sprout may not be able to provide or continue to provide any Services offered hereunder to the Customer. The Customer may contact Sprout to gain access to and request correction or amendment to such Customer Data. Such Customer Data together with any other data of the Customer obtained by Sprout from time to time may be disclosed to such persons and may be used by Sprout as specified in the PICS and in accordance with the Privacy Policy;
- 9.1.6 comply with any other obligations under applicable Data Protections Laws including in respect of collecting, using and handling of personal data (including any personal data in the Customer Data) and other information relating to any other person in compliance with the Data Protection Laws. The Customer agrees that it shall not use the Services for any unlawful purposes; and
- 9.1.7 at all times ensure that any Customer Data complies with the Website Terms of Service or any other part of this Agreement and be responsible for any Customer Data which has been uploaded in error or which is found to be inappropriate; and procure that each Authorised User (and each Authorised Affiliate) is aware of, and complies with, the obligations and restrictions imposed on the Customer under this Agreement, including all obligations and restrictions relating to the Sprout's Confidential Information.

10 Intellectual property

- 10.1 All Intellectual Property Rights in and to the Services (including in all Applications, Documentation and all Sprout Provided Materials) belong to and shall remain vested in Sprout or the relevant third party owner. To the extent that the Customer, any of its Affiliates or any person acting on its or their behalf acquires any Intellectual Property Rights in the Applications, Documentation, Sprout Provided Materials or any other part of the Services, the Customer shall assign or procure the assignment of such Intellectual Property Rights (including by way of present assignment of future Intellectual Property Rights) to Sprout or such third party as Sprout may elect. The Customer shall execute all such documents and do such things as Sprout may consider necessary to give effect to this clause 10.1.
- 10.2 Sprout has no obligation to deliver any copies of any software to the Customer in connection with this Agreement or the Services.
- 10.3 The Customer and Authorised Users may be able to store or transmit Customer Data using one or more Subscribed Services and the Subscribed Services may interact with Customer Systems. The Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for Sprout (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Customer Data and Customer Systems to the extent necessary to perform or provide the Services or to exercise or perform Sprout's rights, remedies and obligations under this Agreement.
- 10.4 To the extent Non-Sprout Materials are made available to, or used by or on behalf of the Customer, any Authorised Affiliate or any Authorised User in connection with the use or provision of any Subscribed Services, such use of Non-Sprout Materials (including all licence terms) shall be exclusively governed by applicable third party terms notified or made available by Sprout or the third party and not by this Agreement. Sprout grants no Intellectual Property Rights or other rights in connection with any Non-Sprout Materials.
- 10.5 Sprout may use any feedback and suggestions for improvement relating to the Services provided by the Customer, the Authorised Affiliates or any Authorised User without charge or limitation (**Feedback**). The Customer as legal and beneficial owner hereby assigns (or shall or procure the assignment of) all Intellectual Property Rights in the Feedback (including by way of

present assignment of future Intellectual Property Rights) to Sprout at the time such Feedback is first provided to Sprout.

- 10.6 The Customer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to Sprout under this Agreement.
- 10.7 Except for the rights expressly granted in this Agreement, the Customer, any Authorised User, any Customer Affiliate and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services (or any part including the Applications or Documentation) and no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.
- 10.8 This clause 10 shall survive the termination or expiry of this Agreement.

11 Defence against infringement claims

11.1 Subject to clauses 11.2 and 11.5, Sprout shall:

11.1.1 defend at its own expense any claim brought against the Customer by any third party alleging that the Customer's use of the Services infringes any copyright, database right or registered trade mark, registered design right or registered patent in [Hong Kong and Singapore] (an **IP Claim**); and

11.1.2 pay, subject to clause 11.3, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.

11.2 The provisions of clause 11.1 shall not apply unless the Customer:

11.2.1 promptly (and in any event within two (2) Business Days) notifies Sprout upon becoming aware of any actual or threatened IP Claim and provides full written particulars;

11.2.2 makes no comment or admission and takes no action that may adversely affect Sprout's ability to defend or settle the IP Claim;

11.2.3 provides all assistance reasonably required by Sprout subject to Sprout paying the Customer's reasonable costs; and

11.2.4 gives Sprout sole authority to defend or settle the IP Claim as Sprout considers appropriate.

11.3 The provisions of clause 18 shall apply to any payment of costs and damages awarded or agreed in settlement or final judgment of an IP Claim under clause 11.1.

11.4 In the event of any IP Claim Sprout may elect to terminate this Agreement immediately by written notice and promptly refund to the Customer on a pro-rata basis for any unused proportion of Fees paid in advance. This clause 11.4 is without prejudice to the Customer's rights and remedies under clauses 11.1.

11.5 Sprout shall have no liability or obligation under this clause 11 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:

11.5.1 any modification of the Services (or any part) without Sprout's express written approval;

11.5.2 any Non-Sprout Materials;

11.5.3 any Customer Data;

11.5.4 any Free or Trial Services (or any Support Services provided in connection with them);

11.5.5 any Open Source Software;

- 11.5.6 any breach of this Agreement by the Customer;
 - 11.5.7 installation or use of the Services (or any part) otherwise than in accordance with this Agreement and the User Manual; or
 - 11.5.8 installation or use of the Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly authorised by Sprout.
- 11.6 Subject to clause 18.6, the provisions of this clause 11 set out the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.

12 Customer Systems and Customer Data

- 12.1 Customer Data shall at all times remain the property of the Customer or its licensors.
- 12.2 Except to the extent Sprout has direct obligations under Data Protection Laws, the Customer acknowledges that Sprout has no control over any Customer Data hosted as part of the provision of the Services and may not actively monitor or have access to the content of the Customer Data. The Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Services) complies with all applicable laws (including Data Protection Laws) and Intellectual Property Rights.
- 12.3 If Sprout becomes aware of any allegation that any Customer Data may not comply with the Website Terms of Service or any other part of this Agreement, Sprout shall have the right to permanently delete or otherwise remove or suspend access to any Customer Data which is suspected of being in breach of any of the foregoing from the Services and/or disclose Customer Data to law enforcement authorities (in each case without the need to consult the Customer). Where reasonably practicable and lawful Sprout shall notify the Customer before taking such action.
- 12.4 Except as otherwise expressly agreed in this Agreement, Sprout shall not be obliged to provide the Customer with any assistance extracting, transferring or recovering any data whether during or after the Service Period. The Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data, including as necessary to ensure the continuation of the Customer's and Authorised Affiliates' businesses. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly (in accordance with its, its Authorised Affiliates and its Authorised User's needs) and extracts it from the Subscribed Services prior to the termination or expiry of this Agreement or the cessation or suspension of any of the Services.
- 12.5 Sprout routinely undertakes regular backups of the Subscribed Services (which may include Customer Data) for its own business continuity purposes. The Customer acknowledges that such steps do not in any way make Sprout responsible for ensuring the Customer Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, Sprout shall not be responsible (under any legal basis, including in negligence) for any loss of availability of, or corruption or damage to, any Customer Data.
- 12.6 Unless otherwise set out in the Subscribed Service Specific Terms or subsequently agreed by the parties in writing, the Customer hereby instructs that Sprout shall within sixty (60) days of the end date of the provision of the Services (or any part) relating to the processing of the Customer Data securely dispose of such Customer Data processed in relation to the Services (or any part) which have ended (and all existing copies of it) except to the extent that any applicable law including applicable Data Protection Laws requires Sprout to store such Customer Data. Sprout shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Customer Data undertaken in accordance with this Agreement.

13 Confidentiality and security of Customer Data

- 13.1 Sprout shall maintain the confidentiality of the Customer Data and shall not without the prior written consent of the Customer or in accordance with this Agreement or (where applicable) the

PICS, disclose or copy the Customer Data other than as necessary for the performance of the Services or its express rights and obligations under this Agreement.

- 13.2 Sprout shall implement technical and organisational security measures in accordance with the Information Security Requirements.
- 13.3 Sprout:
- 13.3.1 undertakes to disclose the Customer Data only to those of its officers, employees, agents, contractors, advisors and direct and indirect sub-contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement or the PICS or as otherwise reasonably necessary for the provision or receipt of the Services, and
- 13.3.2 shall be responsible to the Customer for any acts or omissions of any of the persons referred to in clause 13.3.1 in respect of the confidentiality and security of the Customer Data as if they were Sprout's own.
- 13.4 The provisions of this clause 13 shall not apply to information which:
- 13.4.1 is or comes into the public domain through no fault of Sprout, its officers, employees, agents or contractors;
- 13.4.2 is lawfully received by Sprout from a third party free of any obligation of confidence at the time of its disclosure;
- 13.4.3 is independently developed by Sprout (or any of its Affiliates or any person acting on its or their behalf), without access to or use of such information; or
- 13.4.4 is required by law, by court or governmental or regulatory order to be disclosed.
- 13.5 This clause 13 shall survive the termination or expiry of this Agreement for a period of ten (10) years.
- 13.6 Notwithstanding clause 9.1.3, to the extent any Customer Data is personal data the parties agree to comply with their respective obligations under any relevant Data Protection Laws at all times.

14 Sprout's Confidential Information

- 14.1 The Customer shall maintain the confidentiality of Sprout's Confidential Information and shall not without the prior written consent of Sprout, disclose, copy or modify Sprout's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under this Agreement.
- 14.2 The Customer undertakes to:
- 14.2.1 disclose Sprout's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement;
- 14.2.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 14; and
- 14.2.3 be responsible for the acts and omissions of those third parties referred to in this clause 14.2 as if they were the Customer's own acts or omissions.
- 14.3 The Customer shall give notice to Sprout of any unauthorised use, disclosure, theft or loss of Sprout's Confidential Information immediately upon becoming aware of the same.
- 14.4 The provisions of this clause 14 shall not apply to information which:

- 14.4.1 is or comes into the public domain through no fault of the Customer, its officers, employees, agents or contractors;
 - 14.4.2 is lawfully received by the Customer from a third party free of any obligation of confidence at the time of its disclosure;
 - 14.4.3 is independently developed by the Customer, without access to or use of such information; or
 - 14.4.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the Customer, where possible, notifies Sprout at the earliest opportunity before making any disclosure.
- 14.5 This clause 14 shall survive the termination or expiry of this Agreement for a period of ten (10) years.

15 Publicity

- 15.1 The Customer permits that Sprout may make an announcement or other public disclosure which references the Customer's use of the Services and may use any trademarks or other identifying logos owned or licensed to the Customer in order to market and promote its Services. Where Sprout is able to, it will try to provide prior notice to the Customer of the form and content of any such announcement or other public disclosure, as well as the manner of its release but it shall not be obliged to do so.

16 Monitoring compliance

- 16.1 During the Service Period and for seven (7) years thereafter the Customer shall maintain full and accurate records relating to Authorised Users', the Customer's and Authorised Affiliates' use of the Services under this Agreement.
- 16.2 The Customer shall allow and procure for Sprout (and any representatives of Sprout) access to its premises and the premises of Authorised Affiliates to:
- 16.2.1 inspect use of the Services; and
 - 16.2.2 audit (and take copies of) the relevant records of the Customer and the Authorised Affiliates,
- in each case to the extent necessary to verify that the Customer is in compliance with its obligations under this Agreement.
- 16.3 Unless otherwise agreed in writing, the inspection and audit referred to in clause 16.2 shall be undertaken during the Customer's normal business hours on Business Days; subject to the provision by Sprout of a minimum of five (5) Business Days' notice; and not more than once in any calendar year.
- 16.4 At Sprout's request from time to time the Customer shall promptly (and in any event within two (2) Business Days of such request) provide Sprout with copies of the records referred to in clause 16.1.
- 16.5 Sprout may monitor, collect, store and use information on the use and performance of the Services (including Customer Data) to detect threats or errors to the Services and/or Sprout's operations and for the purposes of the further development and improvement of Sprout's services, provided that such activities at all times comply with the Privacy Policy and are in accordance with the PICS. This clause 16 shall survive termination or expiry of this Agreement for a period of twelve (12) months.

17 Force Majeure

To the maximum extent permitted by law, Sprout shall not be liable (under any legal basis, including negligence) for any breach, delay or default in the performance of this Agreement to

the extent the same (or the circumstances giving rise to the same) arises or was contributed to by a Force Majeure or a delay due to the Covid-19 pandemic which adversely affects the performance of Sprout under this Agreement.

18 Limitation of liability

- 18.1 The extent of Sprout's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 18.
- 18.2 Subject to clause 18.6, Sprout's shall have no liability in respect of each individual Free or Trial Service (and all Support Services provided in connection with the same) (howsoever arising under or in connection with this Agreement).
- 18.3 Subject to clause 18.6, Sprout's total aggregate liability howsoever arising under or in connection with this Agreement shall not exceed an amount equal to the Fees for all Subscription Services paid to Sprout in the twelve (12) month period immediately preceding the first incident giving rise to any claim under this Agreement.
- 18.4 Subject to clause 18.6, Sprout shall not be liable for consequential, indirect or special losses.
- 18.5 Subject to clause 18.6, Sprout shall not be liable for any of the following (whether direct or indirect):
- 18.5.1 loss of profit;
 - 18.5.2 destruction, loss of use or corruption of data;
 - 18.5.3 loss or corruption of software or systems;
 - 18.5.4 loss or damage to equipment;
 - 18.5.5 loss of use;
 - 18.5.6 loss of production;
 - 18.5.7 loss of contract;
 - 18.5.8 loss of opportunity;
 - 18.5.9 loss of savings, discount or rebate (whether actual or anticipated); and/or
 - 18.5.10 harm to reputation or loss of goodwill.
- 18.6 Notwithstanding any other provision of this Agreement, Sprout's liability shall not be limited in any way in respect of the following:
- 18.6.1 death or personal injury caused by negligence;
 - 18.6.2 fraud or fraudulent misrepresentation; or
 - 18.6.3 any other losses which cannot be excluded or limited by applicable laws.
- 18.7 This clause 18 shall survive the termination or expiry of this Agreement.

19 Suspension

- 19.1 Sprout may suspend access to the Services (in whole or part) to all or some of the Authorised Users if:
- 19.1.1 Sprout suspects that there has been any misuse of the Services or breach of this Agreement; or

- 19.1.2 Sprout is unable to take payment from the Customer in accordance with clause 7 or the Customer fails to pay any sums due to Sprout by the due date for payment.
- 19.2 Where the reason for the suspension is suspected misuse of the Services or breach of this Agreement, without prejudice to its rights under clause 20, Sprout will take steps to investigate the issue and may restore or continue to suspend access at its discretion.
- 19.3 In relation to suspensions under clause 19.1.2, access to the Services will be restored promptly after Sprout receives payment in full and cleared funds.
- 19.4 Fees shall remain payable during any period of suspension notwithstanding that the Customer, Authorised Affiliates or some or all of the Authorised Users may not have access to the Services.

20 Term and termination

- 20.1 This Agreement shall come into force on the Effective Date and, unless terminated earlier in accordance with this Agreement, shall continue for an initial period of twelve (12) months (the **Initial Term**) and thereafter shall automatically renew for successive periods of twelve (12) months (each a **Renewal Period**).
- 20.2 Subject to Order Acceptance, the Subscribed Services shall commence on the date specified on the Order Acceptance date, and shall on expiry of the service period agreed between the parties in accordance with this Agreement, for each of the Subscribed Services, continue and automatically renew for a further period of twelve (12) months from the expiry date of such service period (**first Renewal Date**) and thereafter renew for a further period of twelve (12) months on each anniversary of the first Renewal Date (each of the first Renewal Date and each such anniversary being a **Renewal Date**).
- 20.3 Either party may terminate this Agreement or the provision of any of the Subscribed Services for convenience on not less than thirty (30) days' prior written notice to the other.
- 20.4 Sprout may terminate the Agreement or the provision of any of the Subscribed Services immediately at any time by giving notice in writing to the Customer where the Customer:
- 20.4.1 commits a material breach of the Agreement and such breach is not remedied within twenty (20) Business Days of receiving written notice of such breach;
- 20.4.2 undergoes a change of Control; or
- 20.4.3 has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within twenty (20) Business Days after the Customer has received notification that the payment is overdue.
- 20.5 Sprout may terminate or suspend the provision of Free or Trial Services (and all related Support Services) at any time with or without notice.
- 20.6 Any breach by the Customer of clauses 3 or 9.1.7 shall be deemed a material breach of this Agreement which is not remediable.

21 Consequences of termination

- 21.1 Immediately on termination or expiry of this Agreement (for any reason), the rights granted by Sprout under this Agreement shall terminate and the Customer shall (and shall procure that each Authorised User and Authorised Affiliate shall):
- 21.1.1 stop using the Services; and
- 21.1.2 destroy and delete or, if requested by Sprout, return any copies of the Documentation in its possession or control (or in the possession or control of any person acting on behalf of any of them).

21.2 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination.

22 Entire agreement

22.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

22.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

22.3 Nothing in this Agreement shall limit or exclude any liability for fraud.

23 Notices

23.1 Any notice or other communication given by a party under this Agreement shall be:

23.1.1 in writing and in English;

23.1.2 signed by, or on behalf of, the party giving it; and

23.1.3 sent to the relevant party at the address set out in clause 23.3.

23.2 Notices may be given, and are deemed received by email on receipt of a delivery email from the correct address.

23.3 Notices and other communications shall be sent to:

23.3.1 in the case of those to Sprout, to Roots Technology Limited for the attention of legal counsel at:

2/F., Jonsim Place, No.228 Queen's Road East, Wanchai, Hong Kong

legal@getsprout.co

23.3.2 in the case of those to the Customer, to any email or physical address or contact details notified by you (as updated from time to time pursuant to clause 23.4).

23.4 Any change to the contact details of a party as set out in clause 23.3 shall be notified to the other party in accordance with clause 23.1 and shall be effective:

23.4.1 on the date specified in the notice as being the date of such change; or

23.4.2 if no date is so specified, five (5) Business Days after the notice is deemed to be received.

23.5 This clause does not apply to notices given in legal proceedings or arbitration.

24 Variation

24.1 No variation of this Agreement shall be valid or effective unless it is:

24.1.1 an Update made in accordance with this Agreement; or

24.1.2 made in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

25 Assignment and subcontracting

- 25.1 Except as expressly provided in this Agreement, Sprout may at any time assign, sub-contract, sub-licence (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement.
- 25.2 Except as expressly permitted by this Agreement, the Customer shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement (including the licence rights granted), in whole or in part, without Sprout's prior written consent.

26 Set off

Each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

27 No partnership or agency

The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

28 Severance

- 28.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 28.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

29 Waiver

- 29.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 29.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 29.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

30 Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

31 Third party rights

Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any of the provisions of this Agreement

32 Authority

Each party represents and warrants to the other that it has the right, power and authority to enter into this Agreement and grant to the other the rights (if any) contemplated in this Agreement and to perform its obligations under this Agreement.

33 Governing law

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

34 Disputes

Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (**HKIAC**) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English.

SCHEDULE 1 DEFINITIONS AND INTERPRETATION

In this Agreement:

Affiliate	means, in respect of any entity, any entity that directly or indirectly Controls, is Controlled by or is under common Control with that entity;
Applications	means the software or applications used by or on behalf of Sprout to provide the Subscribed Services;
Authorised Affiliates	means, in respect of the relevant Subscribed Services, the Affiliates of the Customer (if any) as Authorised Affiliates in respect of the applicable Subscribed Services;
Authorised Users	means, in respect of the relevant Services, the named users authorised by the Customer to use those Services in accordance with the terms of this Agreement;
Authorised User Account	means, in respect of each of the Services, an account of an Authorised User who may use those Services as specified in Schedule 2 or in respect of the Subscribed Services as agreed between the parties;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in Hong Kong;
Control	means that a person owns directly or indirectly more than 50% of the shares or securities of the other person representing the right to vote on all or substantially all matters including the election of directors and Controls and Controlled shall be interpreted accordingly;
Customer Data	means all data (in any form) that is provided to Sprout or uploaded onto the Sprout Platform or hosted on any part of any Services by the Customer or by any Authorised User (but excluding Feedback as defined in clause 10.5);
Customer Systems	means all software and systems used by or on behalf of the Customer, the Customer's Affiliates, any of its or their direct or indirect sub-contractors, or any Authorised User in connection with the provision or receipt any of the Services or that the Services otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly);
Data Protection Laws	means the Singapore Personal Data Protection Act 2012 (" PDPA ") or the Personal Data (Privacy) Ordinance (" PDPO ") (Cap. 486 of the Laws of Hong Kong) as well as all applicable guidance, rules requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the regulator;
Documentation	means: <ul style="list-style-type: none">(a) the description of the Free or Trial Services or the relevant Subscribed Services (as Updated from time to time) which as at the Effective Date is the latest version available at: getsprout.co/private_companies.html (as applicable) (the Description); and(b) in respect of the Services, the relevant instructions as to how to use that part of the Services made available

by Sprout at www.getsprout.co (as Updated from time to time) (the **User Manual**);

Effective Date	means following an online request from the Customer for the Free or Trial Services, the date on which the Customer receives communication from Sprout which confirms that the Customer has been approved to receive the Free or Trial Services and is sent a link to set up a user account and password for the Sprout Platform;
Fees	means the Subscription Fees together with any other amounts payable to Sprout under this Agreement;
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement (provided that an inability to pay is not Force Majeure), including without limitation a) any matters relating to transfer of data over public communications networks; b) any delays or problems associated with any such networks or with the internet; c) acts of God, flood, drought, earthquake, or other natural disaster; d) delays caused by an epidemic or pandemic; e) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; or f) any law or any action taken by a government or public authority, including without limitation failing to grant a necessary licence or consent;
Free or Trial Service	means the cloud services relating to stakeholder management (which may include data room access and storage, access and tracking, board management and digital equity management solutions) which are identified as being provided on a trial basis or provided without charge to the Customer including but not limited to the "start-up" service detailed in Schedule 2 (for the duration of the period during which it is provided on such basis);
Information Security Requirements	means the information security requirements and protocols specified in Sprout's Privacy Policy;
Intellectual Property Rights	means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing;
Master Service Agreement	means the terms set out in the clauses and other provisions of this document (including the Schedules), as Updated from time to time;

Materials	means all services, data, information, content, Intellectual Property Rights, websites, software and other materials provided by or on behalf of Sprout in connection with the Services, but excluding all Customer Data;
Maximum Storage Limit	means the file storage capacity which corresponds to the applicable Services within Schedule 2 as may be Updated from time to time by Sprout;
Non-Sprout Materials	means Materials provided, controlled or owned by or on behalf of a third party the use of which is subject to a separate agreement or licence between the Customer and the relevant third party (including such Non-Sprout Materials which may be linked to, interact with or used by the Services) and all other Materials expressly identified as Non-Sprout Materials in this Agreement;
Open Source Software	means any software subject to a version of the General Public Licence, together with any other 'open source' software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the date of this Agreement and any 'free software' as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the date of this Agreement including without limitation GitLab, PHP, MySQL, and React;
Order Acceptance	means the effective date of this Agreement which shall be the date on which the Customer receives communication from Sprout confirming that this Agreement has been approved;
Permitted Downtime	means scheduled maintenance; emergency maintenance; or downtime caused in whole or part by Force Majeure;
Permitted Purpose	<p>means use solely for the Customer's internal business operations and, in respect of each of the Subscribed Services, also for the internal business of operations of the Authorised Affiliates identified in respect of the applicable Subscribed Services, in each case in accordance with the applicable Documentation and this Agreement. Permitted Purpose expressly excludes any of the following to the maximum extent permitted by law:</p> <ul style="list-style-type: none"> (a) copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Services or Documentation; (b) permitting any use of any Services or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or making any Services or Documentation (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing (other than to the Authorised Affiliates for the Permitted Purpose)); (c) combining, merging or otherwise permitting any Services (or any part of it or any Application) to become

incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); or

- (d) attempting to reverse engineer, observe, study or test the functioning of or decompile the Applications or the Services (or any part),

except as expressly permitted under this Agreement;

Policies

means each of the following:

- (a) Sprout's policy on acceptable use of the Services and Sprout Platform (as Updated from time to time) contained in the Website Terms of Services, which as at the Effective Date is the latest version available at www.getsprout.co/legal (the **Website Terms of Service**);
- (b) Sprout's privacy policy in relation to the Services (as Updated from time to time), which as at the Effective Date is the latest version available at www.getsprout.co/legal (the **Privacy Policy**); and
- (c) Sprout's personal information collection statement setting out the appropriate format and manner in which it may collect personal data (**PICS**);

Pricing Terms

means the details of pricing and fees in respect of each part of the Services, as initially provided under the Order Form and as Updated from time to time or, in respect of any part of the Services for which prices are not expressly agreed, on Sprout's Standard Subscription Prices;

Renewal Date

has the meaning given in clause 20.2;

Service Hours

means twenty-four (24) hours a day, seven (7) days a week excluding Permitted Downtime;

Service Period

means the period beginning on the Effective Date and ending on the last date of the service period agreed by the parties, as may be renewed pursuant to clause 20.2;

Services

means the Free or Trial Services, the Subscribed Services and the Support Services;

Subscribed Service Specific Terms

means, in respect of each of the Subscribed Services, the specific additional or amended terms relevant to the applicable Subscribed Services (as Updated from time to time) which as at Order Acceptance are available at: getsprout.co/private_companies.html;

Subscribed Services

means the cloud services relating to stakeholder management (which may include data room access and storage, access and tracking, board management and digital equity management solutions) to which the Customer has subscribed for on either the "growth" or "enterprise models" detailed in Schedule 2 (and **Subscribed Service** shall refer to each respective service separately);

Subscription Fee	means, in respect of each Subscribed Services, the fees payable by the Customer in consideration of the Subscribed Services as set out in the Pricing Terms;
Sprout Platform	means the technology platform owned by Sprout which has been designed and configured to provide the Services;
Sprout Provided Materials	means all of the Materials provided or made available by or on behalf of Sprout, but excluding all Customer Data and all Non-Sprout Materials;
Sprout's Confidential Information	means all information (whether in oral, written or electronic form) relating to Sprout's business which may reasonably be considered to be confidential in nature including information relating to Sprout's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Pricing Terms, the User Manual, the Description and any other technical or operational specifications or data relating to each of the Subscribed Services shall be part of Sprout's Confidential Information;
Standard Subscription Prices	means Sprout's standard pricing terms for each part of the Services, as amended by Sprout from time to time, and as at the date of this Agreement the latest version available in Schedule 2;
Support Services	means, in respect of the relevant Subscribed Services, the support services provided by Sprout to the Customer as described in the Subscribed Service Specific Terms;
Territory	means, in respect of the relevant Services, the territories of Hong Kong and Singapore and any other territories agreed in writing between the parties, or in respect of the relevant Subscribed Services, except to the extent it is illegal (including as a result of any embargo) under the laws of the Hong Kong and Singapore (as binding on any person) for the Subscribed Services to be provided to or received within such territories from time to time;
Update	has the meaning given in clause 6.2, and Updated shall be construed accordingly; and
Update Notification	has the meaning given in clause 6.1.

In this Agreement, unless otherwise stated:

- 1.1 the table of contents, background section and the clause, paragraph, schedule or other headings in this Agreement are included for convenience only and shall have no effect on interpretation;
- 1.2 Sprout and the Customer are together the **parties** and each a **party**, and a reference to a 'party' includes that party's successors and permitted assigns;
- 1.3 words in the singular include the plural and vice versa;
- 1.4 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.5 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);

- 1.6 a reference to specific legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made as at the date of this Agreement under that legislation; and
- 1.7 a reference to a clause or Schedule is a reference to a clause or Schedule of this Agreement.

SCHEDULE 2

STANDARD SUBSCRIPTION PRICES

Subscribed Services	Number of Authorised User Accounts	Maximum Storage Limit	Scenario Manager	Standard Fee Rate (USD\$)
Start-up	10 or less	250MB	5 data runs	\$0 per annum
Growth	10 – 40	1GB	unlimited	To be agreed in writing
Enterprise	40 – 100	2.5GB	unlimited	To be agreed in writing

The current consolidated Master Service Agreement was published on **[insert date]**. Previous versions are available online via legal@getsprout.co