

**SPECIFIC TERMS AND CONDITIONS**  
**MANAGED SERVICES AND PROFESSIONAL SERVICES**

This Specific Terms and Conditions ("STC"), the General Terms and Condition ("Terms") and the Order Form (collectively the "Purchase") are deemed as part of the terms and conditions to govern the contractual relationship between You and CHAINUP. It shall be effective between You and CHAINUP from Effective Date upon Your signing and execution of the Order Form to purchase the Managed Services and/or Professional Services. This STC does not require any signing.

**Definitions And Interpretation**

1. In this Terms, unless the context otherwise requires, the following expressions shall have the following meanings:

<b>"designated platform"</b>	refers to your designated application, platform or system which requires CHAINUP's Managed Services or Professional Services;
<b>"Equipment"</b>	refers to the equipment set out in the Order Form
<b>"General Terms and Condition"</b>	refers to the General Terms and Condition that can be found at <a href="http://www.CHAINUP.com/service-terms">www.CHAINUP.com/service-terms</a> ;
<b>"Managed Services"</b>	refers to the recurring services to monitor or manage applications, platforms and/or systems and/or any other support services as described in a Statement of Work or Scope of Work or "SOW" attached to the Order Form;
<b>"Professional Services"</b>	refers to the consulting, configuration, customization, implementation, project management, staff augmentation, training and/or any other support services as described in a SOW attached to the Order Form.
<b>"product"</b>	refers to any associated product and/or software (and its specification) provided in the Managed Services and/or Professional Services in accordance to the Order Form, if any;
<b>"service"</b>	refers to the Managed Services and/or Professional Services and/or any associated services in accordance to the Order Form;
<b>"Software"</b>	refers to computer software operating on the Equipment in relation to which CHAINUP is to provide the Managed Services.

2. This STC may be amended and/or updated from time to time and will be posted on CHAINUP's relevant website. Your continued access and/or usage of service and/or product

after such amendments and/or updates have been posted shall constitute Your agreement and consent to all of the relevant changes.

3. Any capitalized terms not defined herein shall have the meanings ascribed to those in the Order Form and/or the General Terms and Conditions.

### **Services**

4. The services offered by CHAINUP under this agreement will be provided on a Time and Material (i.e. Man-Day Rate) basis or Fixed Scope Fixed Price basis or subscription basis as described in an Order Form and/or SOW. These services are delivered remotely as default unless indicated as on-site with additional costs at your location.
5. Should Customer request for onsite services and CHAINUP agrees to provide such onsite services, all additional travel expenses incurred shall be borne by Customer. Customer agrees to reimburse CHAINUP for the reasonable and necessary travel expenses incurred in connection with the performance of the duties and obligations of such requests.

### **Third Party Providers and Authorizations**

6. To ensure prompt assistance when needed, you authorize CHAINUP to work with all of your external vendors that we may require to collaborate with to provide our services. This includes, but is not limited to, your cloud service providers, Web and Domain Hosting Provider, and data repository provider ("Third Party Providers"). During the onboarding process, we will review with you to identify all the vendors you need to authorize. If we are not authorized for a specific vendor, we may, at our discretion, charge you extra for the time it takes to obtain authorization to interact with that vendor on your behalf. If you engage with any new vendors that we need to work with after this agreement begins, you agree to ensure that we are authorized to act on your behalf at the start of your relationship with the new vendor.
7. For the avoidance of doubt, Customer is responsible to engage, subscribe, manage and pay for such Third Party Providers directly for such Third Party Providers' subscription and/or service required.
8. The Terms & Conditions of the Third Party Providers apply to the Customer directly. CHAINUP does not bear any responsibility or liability with regard to the products and services of such Third Party Providers. The Customer shall guarantee and indemnify CHAINUP for any claims by such Third Party Providers for whatever reason and the Customer shall fully indemnify CHAINUP for all costs, damages, costs and expenses that CHAINUP incurs as a result thereof, including lawyer fees.

### **Rights and Obligations**

9. By signing and executing an Order Form, you hereby agree and acknowledge that:
  - 9.1 you shall actively cooperate with CHAINUP for CHAINUP to carry out the service, including but not limited to provide CHAINUP with its necessary office facilities access and/or reasonable assistance on such access;

- 9.2 you shall allow CHAINUP access and/or usage of any Equipment and Software, servers, systems, networks, related machinery, attachments, features, information or whatsoever materials that may be necessary to perform the service, as the case may be;
- 9.3 you shall make freely available to CHAINUP with all documentation associated with the relevant systems that interfaces with the application provided by CHAINUP, including but not limited to, working documents, original program media, current data backup copies and equipment logs which are necessary to facilitate the Managed Services and/or Professional Services provided by CHAINUP;
- 9.4 you shall be solely responsible at your own costs, to undertake all necessary steps and measures in respect of the data protection of the designated platform. CHAINUP shall not be responsible for any such data protection and shall not be liable for any loss or damages resulted by such data protection failure in relation to your designated platform;
- 9.5 you agree to cooperate with CHAINUP's personnel in order to provide, maintain or resolve any issues in relation to the provision of Managed Services and/or Professional Services under your Purchase, failing which CHAINUP shall not be liable for any delay or failure to provide, maintain or resolve any issues of the Managed Services and/or Professional Services purchased; and
- 9.6 you agree to not make any changes or modifications in relation to the server, system or whatsoever software of the designated platform without consulting CHAINUP. In the event you have made any changes or modifications in relation to the server, system or whatsoever software of the designated platform, whether by yourself or any third-party which is not appointed by CHAINUP, CHAINUP shall not be liable for any failures or be held accountable to resolve such issues arising from the changes and that CHAINUP reserves the rights to (i) charge additional costs for the time it takes to recover the systems; and/or (ii) terminate your Purchase without any liability and without any refund; and/or (iii) review your Purchase and adjust the terms and conditions under your Purchase accordingly.
10. Any delay and/or failure in providing the service due to your delay or failure shall not incur any liabilities against CHAINUP.
11. Each party will appoint a single point of contact as set forth in the SOW who will serve as their primary representative, have overall responsibility for managing performance, and meet with the other party's representative to review progress. Change requests are governed by the change management procedures as set forth in the Terms.
12. CHAINUP will not cover for claims resulting from the following:
  - 12.1 modifications or improper system maintenance or calibration not carried out or authorised by CHAINUP;
  - 12.2 malicious software (including but not limited to viruses, worms, etc.) not introduced by CHAINUP;
  - 12.3 issues or performance limitations of any non-CHAINUP software or product that affect systems integrating to CHAINUP support or service.

**Intellectual Property**

13. CHAINUP grants you with a limited, non-exclusive, non-transferable right of use in respect of the results of the Managed Services or Professional Services it performs for your internal use only. The Customer shall only use the results of the Services in the manner prescribed by CHAINUP.

**Representation And Warranty**

14. By signing and executing an Order Form, you hereby represent and warrant that you will not use or operate the service and/or the designated platform under your Purchase, issue or cause to be issued any instructions, or use or carry out any activities in a manner that could cause CHAINUP violate any applicable laws, regulations, orders or legal requirements, any notices, directives, requirements, guidelines or conditions issued by any regulatory or supervisory authority, including those pertaining to the prevention of fraud, money-laundering, terrorist financing and the provision of financial or other services to any person or entity which may be subjected to sanctions. In the event there is any breach of rules and regulations under your usage or operation of the service and/or the designated platform, you hereby indemnify, defend and hold harmless CHAINUP (including its shareholders, directors, employees, agents, and representatives) absolutely and forever, from and against any loss, damages, liabilities or whatsoever responsibilities arose therefrom.
15. You hereby agree and acknowledge that CHAINUP is only a technical service provider which does not have the professional capacity or expertise to provide any financial, legal, tax, investment or whatsoever advice. You shall, before you enter into any contractual relationship with CHAINUP, obtain advice from your appointed professionals for any such aspect that you may concerned with and/or any subject matter relevant under your Purchase.
16. CHAINUP shall not bear any responsibilities or liabilities arising from the abovementioned risks or any operation and/or usage by you, as well as its corresponding loss.
17. CHAINUP shall not be liable for any failure, delay or non-compliance incurred by you to your end-users of your designated platform.

**Disclaimer of Warranties**

18. The services may become unavailable due to various factors, including but not limited to, scheduled or unscheduled maintenance, technical failures of the software, issues with the telecommunications infrastructure, or interruptions in Internet access.

**Ownership**

19. All materials, including but not limited to copyrights, trademarks, logos, and other distinctive marks (collectively referred to as "Materials") of each party shall remain solely owned by that party. Except as explicitly stated in this STC, no rights to use these Materials are granted. These Materials are proprietary and cannot be copied, duplicated, or distributed for any reason. Any non-third party software installed or supplied by one party for the use of the other remains the proprietary software and exclusive property of the party that provided it.

**Non-Solicitation**

20. You shall not for the term of the Agreement and for a period of 12 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by CHAINUP at any time in relation to the Agreement without the express written consent of CHAINUP.

**Limitation of Liability**

21. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of CHAINUP, its affiliates and service providers, or any of their respective officers, directors, agents, employees or representatives, exceed the fees paid or payable to CHAINUP per SOW for services on Time and Material (i.e. Man-Day Rate) basis and/or Fixed Scope Fixed Price basis, or during the 6-month period immediately preceding the first incident giving rise to such liability for services on subscription basis.