Rhombus Cloud General Terms and Conditions
("Rhombus Cloud GTCs")

This Cloud System Agreement ("**Cloud Agreement**") is entered into as of the Start Date by and between **Customer** and **Rolling Arrays Consulting Pte Ltd**, a Singapore corporation, with office at, 9 Temasek Boulevard, Unit 21-03, Suntec Tower 2, Singapore 038989 (hereinafter referred to as "**RA**").

(collectively, the "**Parties**" and each, a "**Party**").

RECITAL

WHEREAS, RA grants to Customer the right to use the Rhombus Cloud System solely for the Customer's internal business operations.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this Cloud Agreement, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1.   SERVICES TO BE PROVIDED

RA will provide Customer the right to use the Rhombus Cloud System for the purposes as described in the Systems Integration Agreement signed together with this Cloud Agreement.

2.   TERM

This Cloud Agreement shall become effective on the Effective Date, and shall remain valid and subsisting for the Effective Period, unless sooner terminated in accordance with the provisions of Clause 9 hereunder.

3.   FEES AND PAYMENT

3.1   Customer will pay fees as set out in the Rhombus Order Form within sixty (60) days from date of invoice. Licenses will be invoiced on an annual basis, beginning from the Start Date and subsequently on the yearly anniversaries of the Start Date unless Customer is otherwise notified by RA.

3.2   All fees not paid when due shall accrue interest at the lesser of 1.5% per month or the maximum rate allowed under applicable law. RA may suspend Customer's use of the Rhombus Cloud System with prior written notice until payment is made.

3.3   Customer may not reduce number of subscribed licences during the Effective Period.

3.4   Customer may renew the licence subscription after the end of the Effective Period. At the beginning of each renewal, RA may increase fees to reflect annual increases in consumer prices or costs. This increase will not exceed the greater of the percentage stated in the most recent consumer price index selected by RA or 3.3% per annum.

4.   CONFIDENTIALITY

4.1   The receiving Party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care.

4.2   Other than to its personnel, representatives or any users whose access is necessary to enable it to exercise its rights or perform its obligations under the Cloud Agreement, both Parties shall not communicate to and shall use its best efforts to prevent any disclosure of Confidential Information to any other third party, unless otherwise agreed upon prior to disclosure.

4.3 The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

a) is independently developed by the receiving Party without reference to the disclosing party's Confidential Information,

b) is generally available to the public without breach of the Cloud Agreement by the receiving Party,

c) at the time of disclosure, was known to the receiving Party free of confidentiality restrictions, or

d) the disclosing Party agrees in writing is free of confidentiality restrictions.

5. VERIFICATION OF USE AND AUDIT

5.1 During the term of the Cloud Agreement, RA will monitor Customer's use and subscription of the Rhombus Cloud System and in order to verify compliance with agreed upon number of licences and report any use in excess. RA may audit, at RA's expense, the records of Customer and any other entities or persons acting on its behalf relating to Customer's activities and compliance under this Cloud Agreement. Customer will pay applicable fees for any excess usage of licences based on applicable pricing in the Rhombus Order Form. Fees accrue from the date the excess use began.

6. SUPPORT

6.1 PRODUCT SUPPORT

Product Support for the Rhombus Cloud System will be provided by RA to Customer for as long as Customer has an active licence subscription with RA.

6.2 CONFIGURATION SUPPORT

Configuration Support refers to the Application Maintenance Support Agreement between RA and Customer as described in the Systems Integration Agreement (if applicable).

7. WARRANTY

7.1 RA warrants that its Services shall be performed consistent with generally accepted industry standards. For any breach of this warranty, Customer's sole and exclusive remedy shall be at RA's sole option, re-performance of the unsatisfactory services.

8. LIMITATION OF LIABILITY, INDEMNIFICATION

8.1 Anything to the contrary herein notwithstanding, under no circumstances shall either Party be liable to the other or any other third party for special, incidental, consequential or indirect damages, loss of good will or business profits, work stoppage, data loss, computer failure or malfunction, any and all other commercial damages or loss, or exemplary or punitive damages, even if Customer has been advised of the possibility of such damages.

8.2 It is expressly understood and agreed that each and every provision of this Cloud Agreement which provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such.

8.3 Notwithstanding any provision to the contrary, either Party's maximum cumulative liability to the other or any other third party shall be limited to liability directly attributable to RA's services and shall in no event exceed the 10% of the annual subscription fee paid by Customer to RA.

9. TERMINATION AND SUSPENSION

9.1 Either Party may, by forty-five (45) days written notice to the other Party, terminate this Cloud Agreement if:

a) A Party is in material breach of any provision of this Agreement, and does not rectify the breach within thirty (30) days after the non-breaching Party gives the breaching Party written notice of such breach;

b) A Party terminates or suspends its business activities or a substantial part thereof;

c) A Party becomes insolvent, admits in writing its inability to pay its debts as they mature, makes any assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver, administrator or similar authority;

d) Any third party directly or indirectly takes over or assumes the control of a Party or substantially all of a Party's assets; or

e) A Party becomes subject to any bankruptcy, insolvency or other similar proceeding.

9.2 Upon the expiry or earlier termination of this Cloud Agreement, RA shall return, destroy or expunge any Customer Confidential Information or any information which was created and delivered pursuant to this Cloud Agreement, and Customer's right to use the Rhombus Cloud System will end.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All rights, titles and interests to or in all proprietary software, methodologies, techniques, software libraries, tools, algorithms, materials, products, ideas, designs, data, codes and know-how (including, without prejudice to the generality of the foregoing, all copies, enhancements, modifications, revisions and derivative works thereof) that RA proves and uses in providing its licences, and all copyrights, patents, trade secrets, trademarks, service marks and other intellectual property or proprietary rights relating thereto or the Rhombus Cloud System (whether registered or unregistered), and to or in all discoveries, inventions, programs, routines, sequences and works embodied therein, are and will remain solely with RA and/or its Licensors and Customer acknowledges and affirms that Customer will acquire no such right, title or interest under this Cloud Agreement and that no provision of the Systems Integration Agreement nor this Cloud Agreement shall be construed as granting to Customer any such right, title or interest and Customer will make no assertion that it has any such right, title or interest.

11. GENERAL PROVISIONS

11.1 NONTRANSFERABLE

This Cloud Agreement and any performance of any obligation hereunder may not be assigned, delegated, or otherwise transferred by either Party.

11.2 SEVERABILITY

If any provision of this Cloud Agreement is found by any arbitral body or court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Cloud Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

11.3 WAIVER

The waiver by either Party of a breach or default in any of the provisions of this Cloud Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operated as a waiver of any breach or default by the other Party.

11.4 RELATIONSHIP OF THE PARTIES

The parties are independent parties, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Cloud Agreement.

11.5 NONSOLICITATION

During the Effective Period or without any official consent from RA, Customer will not directly or indirectly solicit or hire any employee(s) of RA.

11.6 FORCE MAJEURE

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Cloud Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

11.7 GOVERNING LAW

This Cloud Agreement and any disputes arising out of or in connection with this Cloud Agreement shall be governed and construed in accordance with the laws of Singapore.

Glossary

"**Confidential Information**" means any personal information of Customer employees and Customer's internal business processes, or any information which the disclosing party protects against unrestricted disclosure to others that the disclosing party designates as confidential at the time of disclosure.

"**Configuration Support**"

"**Effective Date**" has the meaning ascribed to it in the Rolling Arrays Rhombus Order Form.

"**Effective Period**" means the period of licence subscription as set out in Rolling Arrays Rhombus Order Form.

"**Product Support**" means support on product bugs, support during system downtime / maintenance windows and rollout of any new features.

"**Rhombus Cloud System**" means the cloud solution developed by RA, the use of which is licenced out to Customer as a "Software as a Service" model under this Cloud Agreement.

"**Start Date**" means the start date of the licences as set out in Rolling Arrays Rhombus Order Form.

"**Systems Integration Agreement**" means the agreement signed between Customer and RA outlining the terms and conditions of Customer's acquisition of a Human Resource Information System to be supplied by RA.