

## Software as a Service (SaaS) Master Agreement

This SaaS Master Agreement ("Agreement") is made and entered into by and between the entity stated in the Order Form ("Customer"), and the FCS Computer Systems/FCS Solutions entity stated in the Order Form ("FCS Solutions").

### 1. AGREEMENT OVERVIEW

This Agreement governs Customer's use of FCS Solutions' software-as-a-service offerings and related services as set forth in one or more Order Forms.

### 2. DEFINITIONS

"Services" means the software-as-a-service offerings provided by FCS Solutions via the cloud hosting.

"Order Form" means a document executed by both Parties that sets forth the specific Services, pricing, subscription term and other transaction-specific terms.

"Effective Date" means the date the Order Form is duly signed & executed by both Parties

### 3. ACCESS AND USE OF SERVICES

3.1 Grant of Rights. FCS Solutions grants Customer a non-exclusive, non-transferable right to access and use the Services for internal business purposes during the subscription term.

3.2 Restrictions. Customer shall not (i) sublicense, resell, or transfer the Services; (ii) reverse engineer or attempt to extract source code; or (iii) use the Services to process data on behalf of any third party.

3.3 Copyright, Trademarks, Intellectual Property. The Customer shall not by act or omission breach the Copyright, Trademark and/or Intellectual Property of FCS Solutions both in the Services, and in general. In the event of such a breach occurring, Customer agrees that the damages caused to FCS Solutions are irreparable and agree to direct and indirect damages as deemed fit by the courts of the agreed jurisdiction.

### 4. FEES AND PAYMENT

4.1 Fees. Customer agrees to pay all fees as set forth in the applicable Order Form.

4.2 Payment Terms. Fees are due within thirty (30) days of invoice unless otherwise stated in the Order Form.

### 5. TERM AND TERMINATION

5.1 Term. This Agreement begins on the Effective Date and continues until terminated by FCS Solutions with thirty (30) days' prior written notice EXCEPT for customers engaged by our FCS Americas entity whereby termination shall only be effective 60 (sixty) days prior to the expiration of the Agreement or such renewal thereof.

5.2 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party materially breaches this Agreement and does not cure the breach within thirty (30) days of notice to cure said breach.

### 6. DATA AND SECURITY

6.1 Data Ownership. Customer retains all rights to Customer Data whereby Customer shall be deemed as Data Controller, and FCS Solutions as Data Processor within the context of data processing arrangements under the relevant personal data processing

regulations of the applicable jurisdiction including but not limited to the Personal Data Protection Act of Singapore, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation)

(the “**GDPR**”), the Privacy and Electronic Communications Directive 2002/58/EC, the UK Data Protection Act 2018 (“**DPA**”), the UK General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (“**UK GDPR**”), and the Privacy and Electronic Communications Regulations 2003, the People’s Republic of China’s Cybersecurity Law (“**CSL**”), Data Security Law (“**DSL**”), Personal Information Protection Law (“**PIPL**”) and the implementing regulations as published by the relevant jurisdiction authorities from time to time; and any relevant law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument which implements any of the above or which otherwise relates to data protection, privacy or the use of Personal Data, in each case as applicable and in force from time to time, and as amended, consolidated, re-enacted or replaced from time to time

6.2 Data Security. FCS Solutions will maintain industry-standard administrative, physical, and technical safeguards to protect Customer Data.

## **7. CONFIDENTIALITY**

Each Party agrees to keep the other Party’s Confidential Information confidential and not to disclose it to third parties, except as required by law.

## **8. WARRANTIES AND DISCLAIMERS**

FCS Solutions represents that it will provide the Services in a professional manner. EXCEPT AS EXPRESSLY PROVIDED, THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND.

## **9. LIMITATION OF LIABILITY**

NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. FCS SOLUTIONS’S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM.

## **10. GENERAL PROVISIONS**

10.1 Governing Law and applicable dispute resolution forum. This Agreement shall be governed by the laws of the FCS Solutions signing entity. For the avoidance of doubt, if for example the FCS Solutions signatory entity is a Singapore registered entity, the governing law and dispute resolution forum will be Singapore law and Singapore courts.

10.2 Contact details: The contact details of the FCS Solutions representative are as below:

General Counsel

Contact email: [legal@planet1world.com](mailto:legal@planet1world.com)

10.3 Entire Agreement. Any special terms, clauses, deviations and the like shall be as captured in the Order Form under the title of “Special Clauses” and shall together with the Order Form constitute the entire agreement between the Parties.

## Service Level Agreement (SLA)

**Customer Name:** As stipulated in the Order Form ("Customer")

### 1. Purpose

This Service Level Agreement ("SLA") defines the level of service expected from the FCS Solutions for the SaaS product known as **FCS1**. It outlines service availability, performance benchmarks, response times, and remedies in case of failure to meet these standards.

### 2. Service Commitment

#### 2.1 Uptime Guarantee

FCS Solutions will make the SaaS Product available **99.9%** of the time in any given calendar month, excluding scheduled maintenance and Force Majeure events on a "best endeavour" basis subject to "fair usage" standards.

#### 2.2 Scheduled Maintenance

FCS Solutions will give Customer **at least 7 (seven) calendar days** advance notice for scheduled maintenance expected to impact availability and will attempt to schedule such maintenance during off-peak hours.

### 3. Support Services

#### 3.1 Support Hours

Support is available during the following hours:

- **Standard Support:** Monday–Friday, 9:00 AM–6:00 PM [Time Zone]
- **Emergency Support:** 24/7 for Priority 1 (Critical) issues

#### 3.2 Incident Response Times

Severity Level	Description	Initial Response Time	Target Resolution Time
<b>P1 – Critical</b>	Service unavailable or major features are unusable	1 hour	4 hours
<b>P2 – High</b>	Significant impact, but workaround possible	4 hours	2 business days
<b>P3 – Medium</b>	Minor impact or bug with no immediate impact	1 business day	In the next patch cycle
<b>P4 – Low</b>	General inquiries or feature requests	2 business days	As prioritized

#### **4. Performance Metrics**

##### **4.1 System Performance**

- Page load time: Under 4 seconds for 90% of requests
- Transaction completion: 99% success rate for API and web transactions

#### **5. Exclusions**

This SLA does not apply to performance or availability issues:

- Caused by factors outside FCS Solutions' reasonable control
- Resulting from Customer's equipment or third-party services
- Arising from misuse or non-compliance with documentation

#### **6. Changes to SLA**

FCS Solutions reserves the right to modify this SLA with **30 days' notice** to Customer, provided that such changes do not materially degrade the existing service levels.

#### **7. Definitions**

- **"Uptime"**: Percentage of total time in a month the service is operational
- **"Business Day"**: Monday through Friday, excluding national holidays in Singapore

#### **8. Contact Information**

##### **Support Contact:**

Email: [helpdesk.fcs@fcshub.com](mailto:helpdesk.fcs@fcshub.com) and as per the Helpdesk Procedure circular updated periodically

Phone: as per the Helpdesk Procedure circular