

Royal Greyhound Standard Terms and Conditions

The Purchase Order accepted by Royal Greyhound Pte. Ltd. ("RG") and the company or organization identified in the Purchase Order ("Client"), together with these terms and conditions, shall form the contract between RG and Client for the Progressive Web Application Works using GLIDE Platform ("Contract").

1. WORKS AND PAYMENT.

1.1 Works. Subject to payment by Client, RG will perform and provide the Works described in the Purchase Order. The Purchase Order may describe the Works in full or it may incorporate the description of the works by reference to RG's proposal.

1.2 Schedule. RG will begin and perform the Works as per the schedule set forth in the Purchase Order.

1.3 Payment. RG will invoice Client as per the Purchase Order. Client will pay RG in the currency and on the dates or schedule set forth in the Purchase Order, and in no case later than 14 days from date of invoice. Payment after that date will incur a late fee of 12.0% per annum calculated on a daily basis from the original date due until payment on the outstanding amount is received by RG. RG may suspend the Works at any time for Client's delay in payment.

1.4 Expenses. Client will reimburse RG's expenses. Expenses must be pre approved by Client.

1.5 Support. RG will provide support for the deliverable(s) as set forth in the Purchase Order.

2. OWNERSHIP AND LICENSES.

2.1 Client Owns All Work Product. As part of the Works, RG is creating a "work product" for Client. RG hereby gives Client this work product performed by RG once Client pays for it in full. Client can use the work product however it wants or it can decide not to use the work product at all. Client, for example, may modify, destroy, or sell it, as it sees fit.

2.2 RG's IP That Is Not Work Product. During the course of the Works, RG might use intellectual property that RG owns or has licensed from a third party, but that does not qualify as "work product." This is called "background IP." Possible examples of background IP are pre-existing code, type fonts, properly-licensed stock photos, and web application tools. RG is not giving Client this background IP. But, as part of the Contract, RG is giving Client a right to use and license (with the right to sublicense) the background IP to develop, market, sell, and support Client's products and services. Client may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP (except as allowed in Section 11.1 (Assignment)). Client cannot sell or license the background IP separately from its products or services. RG cannot take back this grant, and this grant does not end when the Contract is over.

3. REPRESENTATIONS.

3.1 Compliance with Laws. RG promises that the manner it does this job, its work product, and any background IP it uses comply with applicable Singapore, UK and foreign laws and regulations. The parties acknowledge and accept that cybersecurity and data protection will be as provided by Glide's privacy policy, terms of service, restricted data, and sub-processors, all of which can be reviewed on Glide's website at <https://www.glideapps.com/security-center>. Client shall be responsible for the control and processing of the data of its personnel.

3.2 Work Product Does Not Infringe. RG promises that its work product does not and will not infringe on someone else's intellectual property rights, that RG has the right to let Client use the background IP, and that this Contract does not and will not violate any contract that RG has entered into or will enter into with someone else.

3.3 Client Will Review Work. Client promises to review the work product, to be reasonably available to RG if RG has questions regarding the Works, and to provide timely feedback and decisions.

3.4 Client-Supplied Material Does Not Infringe. If Client provides RG with material to incorporate into the work product, Client promises that this material does not infringe on someone else's intellectual property rights.

4. TERM AND TERMINATION.

This Contract is ongoing until the work is completed. Either party may end this Contract for any reason by sending an email or letter to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end in 7 days. The Contract officially ends once that time has passed. The party that is ending the Contract must provide notice in accordance with these terms and conditions. RG must immediately stop working as soon as it receives this notice, unless the notice says otherwise. Client will pay RG for the work done up until when the Contract ends and will reimburse RG for any agreed-upon, non-cancellable expenses. The following sections don't end even after the Contract ends: (Ownership and Licenses); (Representations); (Confidential Information); (Limitation of Liability); (Indemnity); and (General).

4. INDEPENDENT CONTRACTOR.

Client is hiring the RG as an independent contractor.

6. CONFIDENTIAL INFORMATION.

6.1 Overview. This Contract imposes special restrictions on how Client and RG must handle confidential information. These obligations are explained in this section.

6.2 Client's Confidential Information. While working for Client, RG may come across, or be given, Client information that is confidential. This is information like customer lists, business strategies, research & development notes, statistics about a website, and other information that is private. RG promises to treat this information as if it is RG's own confidential information. RG may use this information to do its job under this Contract, but not for anything else. For example, if Client lets RG use a customer list to send out a newsletter, RG cannot use those email addresses for any other purpose. The one exception to this is if Client gives RG written permission to use the information for another purpose, RG may use the information for that purpose, as well. When this Contract ends, RG must give back or destroy all confidential information, and confirm that it has done so. RG promises that it will not share confidential information with a third party, unless Client gives RG written permission first. RG must continue to follow these obligations, even after the Contract ends. RG's responsibilities only stop if RG can show any of the following: (i) that the information was already public when RG came across it; (ii) the information became public after RG came across it, but not because of anything RG did or didn't do; (iii) RG already knew the information when RG came across it and RG didn't have any obligation to keep it secret; (iv) a third party provided RG with the information without requiring that RG keep it a secret; or (v) RG created the information on its own, without using anything belonging to Client.

6.3 Third-Party Confidential Information. It's possible Client and RG each have access to confidential information that belongs to third parties. Client and RG each promise that it will not share with the other party confidential information that belongs to third parties, unless it is allowed to do so.



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If Client or RG is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.

7. LIMITATION OF LIABILITY.

Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Contract. RG's liability shall be capped at the total sum of payments received from Client for the Works.

8. INDEMNITY.

This section transfers certain risks between the parties if a third party sues or goes after Client or RG or both. If Client gets sued for something that RG did, or vice versa, then other party promise to come to the other party's defense or to reimburse the other party for all reasonable losses.

9. GENERAL.

9.1 Assignment. This Contract applies only to Client and RG. Neither party will assign its rights or delegate its obligations under this Contract without first receiving the other party's written permission.

9.2 Modification; Waiver. To change anything in this Contract, the parties must agree to that change in writing and sign a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.

9.3 Notices. Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the party's address listed at the end of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice. The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgement of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day.

9.4. Severability. If a portion of the Contract is found to be unenforceable, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

9.5 Entire Contract. The Contract represents the parties' final and complete understanding of the works and the subject matter. This Contract supersedes all other contracts (both written and oral) between the parties.

9.6 Governing Law. The Contract shall be governed by the laws of Singapore. If the parties cannot resolve a dispute between them, the parties submit to the courts of Singapore having jurisdiction.