Service Agreement

The purpose of this Agreement (hereafter referred to as the "Contract") is to precede a contract arrangement under which the Company will provide Web Hosting services on behalf of the Client.

Terms
Subject to the terms and conditions of this Contract, Company will provide TimeCentral Application Web Hosting services for the Client subject to the following terms:

Length of Service.
Client agrees to an initial twelve (12) month contractual term of service ("Term").

Service Start Date.
The first payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin upon Company receipt of payment for such first Term of service or upon a mutually agreed upon alternate date.

Renewal by Client.
This Contract will automatically renew for successive twelve (12) month Terms unless canceled in writing by the Client at least 30 days prior to the end of the Term renewal date. Renewal prices are subject to change. Renewal of services by Client indicates agreement to any Contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to the Client's account. Only a Secured URL shall be provided to access the TimeCentral Application.1GB of storage for uploaded documents

Backup
Automated Daily backup of TimeCentral Application database.
Database retention is of the last 7 days from the current date.
Any new MOM compliance or updates are automatically updated to the server.

Proprietary Information
Proprietary information exchanged here shall be treated as such by the Client. This information shall include, but not be limited to, the provisions of this contract, product and services information, and pricing. Client further agrees to not decompose, disassemble, decode or reverse engineer any Company program, code or technology delivered to the Client or any portion thereof.

Warranties:
Company makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Company also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of Client. Use of any information obtained by way of Company is at Client's own risk, and Company specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. Company does not represent guarantees of speed or availability of end-to-end connections. Company expressly limits its damages to Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Company specifically denies any responsibilities for any

damages arising as a consequence of such unavailability.

Trademarks And Copyrighted Material
Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.
client agrees to allow to use their approved logo and name on the TimeCentral website in the "Our Proud Clients" section as well as in the TimeCentral sales collateral.

Termination / Cancellation
Company may terminate this contract at its sole discretion upon the occurrence of one or more of the following events: 1) failure to comply with any provisions of the Contract upon receipt of written notice from the Company of said failure, 2) appointment of Receiver or upon the filing of any application by Client seeking relief from creditors, 3) upon mutual agreement in writing of Company and Client. 4) No cancellation of hosting service once the order is confirmed. 5) No refund for early termination of hosting contract. 6) Early termination of hosting cannot be exchanged for an extension of the Support & Maintenance period of the TimeCentral application.

Censorship:
Company will exercise no control whatsoever over the content of the information passing through the network, email or website.

Responsibility of Data:
Client is responsible for all contents and data stored under his account or control. Company will absolutely not be held accountable for the information stored. While the company ensures its own network and facilities are operational and secure, it will not take any responsibility for the security of information transmitted over its facilities or network

Non-Disclosure And Confidentiality:
Company will not divulge, either in writing or orally, any information obtained from or through the client to third parties, other than required under any law or regulations or by order of the court, without the prior written consent of the Client.
Company agrees not to use any Proprietary or Confidential Information ("Confidential Information") disclosed to it by the customer for its own use or for any purpose other than to carry out maintaining and troubleshooting the customer's account issues.
Confidential Information includes, but is not limited to, login information, passwords, files & database.

Disputes:
If legal proceedings are commenced to resolve a dispute arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

Indemnification:
Client shall indemnify and hold Company harmless from and against any and all claims, judgments, awards, costs, expenses, damages, and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted, or imposed against Company directly or indirectly arising from or in connection with Client's marketing or support services of the product or services or the unauthorized representation of the product and services or any breach of this Agreement by Client.

General:
If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of Singapore. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

Service Level Agreement.
99% network availability & 95% uptime and access to the Application.
uptime is calculated at the end of each month.
Provision of at least 24 hours of written notice prior to any scheduled downtime via email
Network unavailability is not inclusive of the scheduled maintenance which we may carry out occasionally and will inform the Customer at least Twenty-Four (24) hours prior to the maintenance.

Modification to Terms of Service
Terms of Service will be revised from time to time. TimeCentral will constitute the subscriber's acceptance of any new or additional terms of the TOS. TimeCentral Hosting reserves the right to amend, change, or modify Terms of Service without notifying the subscribers.