

PUBLIC AND CUSTOMER CONTRACTUAL FRAMEWORK

Terms and Conditions

Website access, evaluations and business software services

CONTROLLED DOCUMENT	EDITION DETAILS
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ORYVEN SOLUTIONS PTE. LTD.

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These terms require appropriate presentation and acceptance. Publication does not by itself create a signed customer agreement, an agreed monetary liability cap, or a service-level commitment.

Edition notice and revision history

Edition 1.0 approved for publication following the site owner's confirmation on 28 September 2026. Earlier working drafts were not approved editions. Publication does not itself establish customer acceptance, an operational control, legal review, or an executed DPO appointment.

Edition / date	Revision record	Approval status
1.0 / 28 Sep 2026	Full rewrite: acceptance and contract priority; customer data ownership; protected Oryven implementation and confidential workflows; anti-replication including AI; permitted disclosures, service responsibilities and exit arrangements.	Approved for publication

Approval and release

Required record	Entry
Approval record	Site owner confirmed finalisation in the website editing conversation.
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Superseded approved edition	None established in the records reviewed

Ongoing governance

Review the intellectual-property, confidentiality and liability clauses with Singapore counsel. Before a paid engagement, agree the commercial order, liability allocation, service scope, data-processing terms and exit schedule. Implement evidence of acceptance before access to non-public demonstrations or services.

Version control

Use 1.1, 1.2 and later minor editions for administrative corrections or clarifications. Use 2.0 and later major editions for material changes to rights, obligations, purposes or controls. Record the actual changes, approver and effective date; retain the prior edition and any acceptance or notification evidence. A revision log does not substitute for legally required notice, consent or contractual agreement.

Document-control pages are retained with the signed or published PDF. Website HTML may present the operative notice with its current edition and effective date; retain the matching controlled master internally.

1. Parties, scope and acceptance

These Terms and Conditions ("Terms") are proposed by Oryven Solutions Pte. Ltd., UEN 202643771N ("Oryven"). They apply to the Oryven website, authorised evaluations and the business software or related services to which an accepted order or access arrangement refers ("Services"). "Customer" means the organisation or person accepting the applicable arrangement; "Authorised User" means a person the Customer permits to use its authorised environment.

A Customer accepts these Terms through a signed order or agreement incorporating the identified edition, or an affirmative electronic acceptance mechanism that presents the Terms before access. The person accepting for an organisation must have authority to bind it. An individual user who lacks that authority cannot place an order on its behalf. Oryven may require an authorised representative's confirmation before providing non-public access.

Ordinary website browsing is not treated by these Terms as the purchase of a subscription. Applicable intellectual-property and other laws operate independently of contractual acceptance. A link in a website footer is not a substitute for recording the Customer's acceptance of contractual obligations.

2. Contract documents and priority

An executed customer agreement governs its subject matter. Its express priority clause applies first. Where it is silent, a specifically negotiated and signed variation prevails over these Terms for the identified subject. An applicable data-processing agreement prevails for personal-data processing, and an agreed service-level schedule governs its particular service levels. An order specifies products, quantities, term and prices; it does not silently displace privacy, confidentiality or security obligations.

The Privacy Policy and Cookie Policy explain data practices and choices. They do not, by their existence or acceptance of these Terms, obtain blanket consent for optional processing. Internal policies are not automatically additional contractual warranties. No customer-specific DPA, SLA, security certification, data-residency promise or monetary liability cap is created merely by referring to that type of document here.

3. Services and intended use

Oryven provides inventory and operational workflow tools, including Horizon, Orbit and Aurora where ordered or enabled. Features, implementation work, integrations and support included in an engagement are those expressly agreed, not every function shown in a roadmap, concept image or demonstration. A separate statement of work governs agreed development or implementation deliverables.

The intended use is business and operational administration. The Services are not intended to provide medical advice, diagnosis, treatment, clinical decision-making or emergency services. Customers must not rely on inventory alerts, automation or AI output as a substitute for clinical judgment, physical stock controls or independent checks appropriate to their operations. A proposed clinical or otherwise regulated use requires a separate assessment and express agreement before it begins.

4. Access rights and user administration

During the agreed term, subject to payment and compliance, Oryven grants a limited, non-exclusive, non-transferable right for Authorised Users to use the ordered Services for the Customer's authorised business operations. This includes necessary use of supplied documentation and reasonable internal training copies. It does not transfer ownership or grant resale, sublicensing or white-label rights unless expressly agreed.

The Customer must assign roles appropriately, keep its user list current and promptly remove access no longer required. Contractors may access the environment only where authorised for the Customer's legitimate use,

subject to applicable licensing and confidentiality duties. Credentials must not be shared between individuals. The Customer must protect its devices and authentication factors and promptly report suspected compromise.

A paid access right is not revocable at Oryven's unrestricted discretion during a committed term. Suspension, termination and agreed service changes are governed by the provisions below and the customer agreement.

5. Customer Data and permitted processing

"Customer Data" means records, files, content and information submitted by or for the Customer, together with customer-specific outputs derived from that information, excluding Oryven's underlying software and proprietary materials. As between the parties, the Customer retains its rights in Customer Data and its pre-existing business methods, documents and materials. Use of the Services does not transfer those rights to Oryven.

The Customer authorises Oryven and its approved service providers to process Customer Data only to deliver, secure and support the contracted Services, follow lawful documented instructions, or meet applicable legal obligations. This limited permission is subject to confidentiality and applicable data-processing terms; it is not a licence for unrelated marketing, commercial sale or unrestricted model training.

The Customer is responsible for having the necessary authority, notices and permissions for the data it submits. That responsibility does not excuse Oryven from its own breach, unlawful processing or duties applicable directly to it. Oryven will raise a material concern about an instruction reasonably believed unlawful and seek clarification rather than silently repurposing the data.

6. Restricted information and trial environments

Unless a separately assessed scope is expressly agreed in writing, the Services must not be used as a patient medical-record system, clinical-results repository or store of patient-identifiable health information. Unnecessary identity documents, third-party credentials, authentication secrets, payment-card authentication data and unlawful or unrelated sensitive content must not be submitted in ordinary fields or support messages.

Evaluation and demonstration environments must use synthetic or appropriately anonymised information unless Oryven confirms a suitable alternative arrangement in writing. Preview features may be incomplete and are not production commitments. Neither party is obliged to purchase or supply a production service merely because an evaluation occurs.

If restricted data is discovered, Oryven may proportionately isolate it, prevent further exposure and coordinate lawful removal or remediation. Necessary evidence must be preserved. The existence of prohibited data does not automatically eliminate applicable protection or breach-notification duties.

7. Oryven's intellectual property and proprietary materials

Oryven and its licensors retain their rights in the software, protected interface and screen designs, documentation, original configurations, models, algorithms, automation and business logic, non-public architecture, implementation methods and other materials created by or for Oryven to the extent Oryven or its licensors own or lawfully control those rights ("Oryven Proprietary Materials"). This includes native platform components and Oryven-created implementations supplied in a customer engagement, unless a signed statement of work expressly assigns identified rights differently.

Paying for configuration, implementation, feedback or a feature request does not itself transfer ownership of the platform or its reusable components. Equally, Oryven does not acquire a Customer's pre-existing process, data or confidential business method simply by implementing it in software. Ownership of genuinely bespoke deliverables must be addressed expressly in the statement of work.

General inventory concepts, ideas, industry methods, independently developed functionality and lawfully public information are not claimed as Oryven's exclusive property merely because they appear in the Services. All restrictions below must be interpreted consistently with that distinction and with rights that cannot lawfully be excluded.

8. Protection of non-public product information

Non-public Oryven product information is confidential where marked confidential or where its nature or the circumstances reasonably indicate confidentiality. It can include detailed workflow sequences, implementation logic, architecture diagrams, source code, configuration manuals, unreleased features, security information, training material and recordings of non-public demonstrations. An unmarked screen is not automatically public, but publicly released marketing material is not made secret by these Terms.

The Customer must not disclose such information except as permitted below. In particular, it must not provide another software supplier, developer, consultant or technology provider with non-public screens, workflow maps, configuration rules, technical descriptions or recordings to copy Oryven's protected implementation or exploit its confidential know-how in a replacement or competing product.

The restriction concerns the protected material and its misuse, not the fact that a recipient may work in technology. Legitimate advisers, auditors or support contractors may receive the minimum information reasonably necessary for the Customer's authorised evaluation or use under confidentiality obligations, without permission to reproduce Oryven's implementation for another product.

9. No copying, reconstruction or AI-assisted replication

Except as expressly licensed or permitted by non-excludable law, the Customer must not reproduce protected Oryven expression, create unauthorised derivative copies, extract source code or confidential implementation logic, or direct a third party to do so. It must not use access primarily to obtain Oryven's confidential know-how for building, commissioning or materially improving a competing implementation.

This restriction also applies to using non-public screenshots, recordings, workflow traces, documentation, source material, configuration details or deliberately collected system interactions as prompts, training material, evaluation material or specifications for an AI model, coding agent or automated tool to reconstruct Oryven's protected implementation or disclose its confidential information. It is not a general prohibition on the Customer using AI with its own data or publicly known methods.

An approved integration, accessibility tool or internal automation is not prohibited merely because it interacts with the Services, provided it stays within documented interfaces, licensing and security requirements and does not misuse confidential information. Any software observation, testing, decompilation, interoperability activity or other use protected by mandatory law remains subject to the applicable statutory conditions and is not excluded by these Terms.

10. Permitted use, disclosures and independent development

The Customer may make reasonable internal screenshots and training copies, discuss general product capabilities, evaluate suitability and performance internally, export its own data through authorised functions, and develop or buy independently created products without using Oryven's confidential information or infringing its rights. Oryven's protections must not be used to prevent lawful switching or claim ownership over the Customer's general requirements.

External publication of non-public product screens, detailed workflow recordings, security information or implementation material requires Oryven's written consent, except for a permitted professional disclosure or a disclosure required or protected by law. Public reviews and fair factual references that do not reveal

confidential information are not prohibited. External benchmark disclosures must not expose confidential inputs or misleadingly describe an unrepresentative configuration.

Confidentiality does not prevent disclosure to a competent regulator, court, professional adviser or other legally authorised recipient. Where lawful and practicable, give advance notice of compelled disclosure and disclose only what is required. These restrictions do not require anyone to suppress lawful reporting of misconduct or waive a statutory right.

11. Mutual confidentiality and remedies

Each party must use the other's confidential information only for the agreed relationship, protect it with reasonable care and limit access to persons with a genuine need to know and appropriate duties. A party is responsible for compliance by recipients acting under its authority, subject to applicable law and the agreement.

Information is excluded to the extent the receiving party can demonstrate that it was lawfully public without breach, already known without restriction, lawfully obtained from another source without a duty of confidence, or independently developed without use of the protected information. Ordinary memory of confidential implementation details does not by itself remove their confidential character.

On request or exit, confidential material must be returned or deleted when no longer lawfully needed, subject to agreed customer-data arrangements, legal preservation and restricted backup copies. Confidentiality continues while the information remains confidential; trade-secret protection is not lost merely because a subscription ends. Each party may seek appropriate court relief for misuse. No injunction, damages award or penalty is automatic, and the court's discretion and applicable legal tests remain unaffected.

12. Acceptable use and security cooperation

Users must not obtain unauthorised access to another tenant or system; bypass authentication, permissions or rate limits; introduce malicious code; intentionally disrupt services; conduct unapproved intrusive security testing; scrape restricted information outside authorised functions; misrepresent ownership; or use the Services unlawfully. Lawful, non-excludable activities and good-faith security reporting are not prohibited.

Oryven must maintain reasonable security arrangements appropriate to the Services and the information it handles. The Customer must maintain appropriate controls within its own environment. Each party must promptly escalate a suspected incident affecting the other and cooperate proportionately. Customer misconfiguration does not excuse an independent defect or breach by Oryven, and a security investigation is not permission for unrestricted access to unrelated Customer Data.

13. AI-assisted features

Forecasts, recommendations, alerts, summaries and other AI-assisted outputs are decision-support tools, not guaranteed facts or outcomes. The Customer must review material outputs, retain appropriate human authorisation and maintain stock, procurement and business-continuity checks. Automatically executing a recommendation requires the Customer's authorised configuration and suitable safeguards.

Oryven will not use Customer Data or customer-confidential material to train general-purpose or cross-customer models without separate express agreement defining the purpose and protections. Approved feature processing is distinct from training permission. Any customer-specific training arrangement or material AI-provider processing must be addressed before activation. Oryven must not expose one customer's confidential data to another through an AI feature.

14. Privacy, providers and integrations

The parties must comply with data-protection obligations applicable to their respective activities. Customer-directed personal-data processing must be documented in appropriate data-processing terms identifying scope, instructions, provider access, transfers, assistance, incident handling and return/deletion. This document is not represented as a complete jurisdiction-specific DPA.

Oryven remains responsible for its own performance and applicable obligations when using subcontractors to supply its Services. Independent services selected and contracted by the Customer have their own terms and responsibilities. Enabling an integration authorises only the exchange reasonably necessary for that integration; it is not permission for unrelated disclosure or processing.

No hosting region, certification, uptime commitment or encryption specification is implied by a reference to a technology provider. Agreed security and residency commitments must be supported by the actual implementation.

15. Service performance and changes

Oryven will provide the contracted Services with reasonable care and skill. Express performance commitments and remedies in an accepted customer agreement remain effective. Service levels, maintenance windows and support response targets apply only where expressly agreed; demonstration content and planned features are not an SLA.

Maintenance, faults, security incidents and external dependencies may affect availability. Oryven will use reasonable efforts to reduce avoidable disruption and communicate material service effects. Necessary updates may be made, but Oryven must not materially reduce the core functionality of a committed paid service during its term without an agreed arrangement or an appropriate remedy under the customer agreement.

The Customer must assess its own accreditation, professional and recordkeeping requirements. Oryven does not warrant that every sector-specific requirement is satisfied by a standard configuration. These qualifications do not remove Oryven's express commitments or duties that cannot lawfully be excluded.

16. Orders, fees and renewals

The accepted order must specify the products, authorised scope, subscription term, charges, currency, tax treatment, payment schedule, renewal mechanism and implementation charges. There is no automatic renewal under these Terms unless the Customer expressly accepts one. Changes to recurring charges must follow the agreed renewal or variation process.

Where an accepted order does not state a payment date, a valid invoice is payable within 30 days. A Customer disputing an amount in good faith must promptly explain the issue and pay undisputed sums. This provision does not excuse misuse or non-payment of undisputed charges. Travel and exceptional expenses require the agreed authorisation. No late-payment penalty or interest rate is created unless expressly agreed and lawful.

Fees for Services properly supplied remain payable. Non-refund wording must not defeat an express termination remedy, refund commitment or mandatory legal right. No customer logo, testimonial or case study may be published by Oryven without appropriate permission.

17. Suspension and termination

Oryven may proportionately suspend affected access to address a material security threat, unlawful use, a serious breach or material non-payment. Except where immediate action is necessary, it will give notice and a reasonable opportunity to resolve the issue. Good-faith disputed charges alone will not justify suspension where undisputed charges are paid and the Customer cooperates in resolution.

Suspension must be no broader or longer than reasonably necessary. Oryven will explain the reason where legally permitted and restore affected access when the grounds are resolved. An emergency restriction must not be used as a pretext for deleting Customer Data or avoiding a contractual remedy.

Unless the customer agreement provides otherwise, either party may terminate for a material breach not remedied within 30 days of written notice, or immediately where the breach cannot reasonably be remedied and is sufficiently serious to justify termination. Expiry, convenience termination and insolvency-related rights follow the applicable agreement and mandatory law.

18. Data export, deletion and surviving obligations

During the service term, the Customer may obtain its data through supported export functions or agreed assistance. Unless a longer period is agreed, Oryven will provide a reasonable export opportunity for 30 days after expiry or termination, which may be through secure assisted delivery rather than continued production access. Earlier deletion at the Customer's authorised request, a binding legal restriction or a genuine security risk may require a different protected arrangement.

Export covers Customer Data in a reasonably usable supported format, not Oryven's source code, proprietary infrastructure or another customer's information. Fees for exceptional transformation or migration work require prior agreement. Protection of Oryven's materials must not be used to withhold the Customer's own data unlawfully.

After the export period, return/deletion will follow the agreed data-processing and retention schedule. Legal holds and backup expiry must be restricted and documented, with no continued ordinary use of retained copies. The production and backup deletion cycle must be agreed and technically validated before the service starts. Accrued payment duties, confidentiality, applicable intellectual-property restrictions and provisions intended to survive continue after exit.

19. Warranties, loss and liability allocation

Nothing in these Terms excludes liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or limited. Any other exclusion or limitation operates only to the extent permitted by law, including applicable reasonableness requirements.

Subject to that safeguard and any negotiated customer agreement, neither party is liable to the other for indirect or consequential loss arising under these Terms. A loss is not automatically indirect merely because it concerns profit, revenue, data or business interruption. This provision does not erase express service, confidentiality or data-protection obligations or remedies.

A monetary cap and any higher limits or exceptions for particular risks apply only where expressly agreed in the accepted customer agreement or order. **These Terms do not themselves establish a monetary liability cap.** An agreed cap must specify its measurement period, covered claims and exceptions. Liability and indemnity arrangements must be settled before a paid production engagement rather than assumed from a website notice.

Except for express commitments and rights that cannot lawfully be excluded, Oryven does not guarantee that outputs will be error-free, integrations permanently available or every operational loss prevented. The Customer's reasonable review duties do not release Oryven from responsibility for its own actionable failure.

20. Third-party claims and remedies

Each party remains responsible for third-party claims to the extent imposed by applicable law or an express indemnity in the customer agreement. No unlimited customer indemnity, IP-infringement defence or automatic contractual penalty is created by this paragraph. Any negotiated indemnity should address causation, notice, control of defence, cooperation, settlement consent and interaction with the liability limits.

The parties must take reasonable steps to avoid preventable loss and cooperate in resolving claims. Neither party may settle a claim in a manner that imposes an admission or non-monetary obligation on the other without appropriate consent, unless required by law.

21. Changes, notices and general provisions

Oryven will identify the edition and effective date of changes. Material changes to an existing paid agreement follow its agreed variation process; posting a new website edition does not retrospectively rewrite negotiated rights. Where affirmative acceptance or consent is required, it must be obtained. Necessary security directions may be issued promptly without treating them as permission to alter unrelated commercial terms.

Notices go to the business contacts specified in the accepted agreement. Electronic delivery and receipt are governed by that agreement and applicable law. An inaccessible or outdated address should be corrected promptly. Informal feedback is not a waiver or assignment of rights. Feedback may be used to improve the Services only consistently with confidentiality and the Customer's pre-existing rights.

The parties are independent contractors. Assignment, if not otherwise agreed, requires consent not unreasonably withheld, except for a lawful business transfer that preserves applicable obligations and does not materially prejudice the other party. No third party has a right to enforce these Terms unless expressly identified or required by law. An invalid provision is severed only to the extent appropriate without rewriting the bargain; the remainder continues where legally possible.

22. Singapore law and contact

These Terms are governed by Singapore law. Unless an executed customer agreement provides a different dispute process, disputes fall within the exclusive jurisdiction of the Singapore courts, without preventing appropriate urgent protective relief from a competent court. The parties should first seek good-faith resolution through authorised representatives where practicable.

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