

SPECIFIC TERMS – IOT-AS-A-SERVICE

This Specific Terms form the Agreement between you and SPTel Pte. Ltd. (Reg No. 199700517K).

It is agreed between the Parties as follows:

1. Service Definitions

“Acceptance”	Means in relation to a Service, the date of your activation of the Service.
“Content”	Means, not limited to, messages, alerts, reports, information regarding IoT events generated by the systems supporting the Service and made available to you.
“Customer Application”	Means your software application that interacts with Registered Device.
“Fault”	Means a fault or defect in the Service or any associated equipment or facilities that disrupts the Service (as set out in this Specific Terms).
“IoT”	Means Internet of Things.
“IoT Central Manager”	Means a unified and central platform for IoT device management, device data collection and application enablement.
“IoT Connectivity Services”	Means the services (IoT Edge and IoT Backhaul Connectivity) enabling the collection of data traffic from Registered Device and transmission to the IoT Central Manager.
“IoT Services” or “Service”	Means the grant to you of the right to use the Service as specified in the Order (being IoT Central Manager, IoT Connectivity Services or other available IoT service offered by us, as described in this Specific Terms) subject to and in accordance with the terms of this Specific Terms.
“Registered Device”	Means the IoT device onboarded to the IoT Central Manager.
“Service Plan”	Means the Service option to which the you subscribed to.

2. IoT Services

- 2.1 In relation to each Order, we will use reasonable endeavours to commence providing the IoT Services pursuant to such Order on the date of Acceptance for such Service. Such Service will thereafter be provided for the Service Term subject to the termination clauses of this Specific Terms and the General Terms.
- 2.2 All IoT Services shall be activated from our customer portal for service management. You shall provide any information as may be required by us for the activation and/or deactivation of the IoT Services. We reserve the right to add, remove or change any service features on our customer portal from time to time. Upon successful subscription to IoT Services, you would be entitled to access our online system(s) via a single user ID as provided by us.
- 2.3 We may need to install equipment in your premises associated to the IoT Services. We will always maintain and own such equipment. The equipment will thus serve as the demarcation point for the IoT Service provided. Upon termination of the IoT Services, we shall be entitled to remove such equipment installed at your premise.
- 2.4 You agree that you:
- 2.4.1 shall use the IoT Services only for the purpose of establishing your IoT network, or enabling your solution in order to provide managed IoT services to your end users; and
- 2.4.2 shall not directly connect any network, cable, equipment or system of any Third Party to the IoT Services, except as needed for the purpose stated in Clause 2.4.1 above in which event you need to obtain our prior written approval for the IoT Services prior to our issuance of the Order, and shall comply with all interface and our other specifications before making such connection.
- 2.5 It is your sole responsibility to ensure that the use of the Service to store and transmit IoT data is in compliance with all applicable laws and regulations. You must also maintain all responsibility for determining whether the Service or the information generated thereby is accurate or sufficient for their purposes.
- 2.6 We shall not in any way be liable for any wireless transmissions that are not delivered to or received by the intended device(s).
- 2.7 To the extent IoT data constitutes personal data, you shall be deemed to be the data controller and the IoT platform to be the data processor only. Under no circumstances will we be deemed a data controller or appointed as a data intermediary under the Personal Data Protection Act 2012 or any relevant law in other territories.

- 2.8 By offering the Service to you, we will be collecting usage data to better understand the trends in the services offered where relevant.
- 2.9 You acknowledge that we have the right (but not the obligation) to monitor any and all transmissions via the Service. You further acknowledge and agree that we have the right and sole discretion to block, filter, remove, limit, delete or modify any material or Content transmitted by you through access and use of the Service in the event that such material or Content violates any of the terms and conditions herein.
- 2.10 IoT Services are subjected to fair and reasonable usage of the Services, as reasonably determined by us by reference to average or estimated normal customer usage patterns of the Services. We will consider your usage excessive or unreasonable, where we determine that your use materially exceeds the average or estimated normal use over any periods, detrimental to other customers' ability to use our Services or adversely affects our operations. We further have the right and sole discretion to immediately cease transmissions via the Service in the event of excessive transmissions by you. We will make reasonable efforts to notify you but in no event shall we be liable for not transmitting any transmissions via the Service.
- 2.11 You may select to upgrade your subscription to a higher tier of Service or downgrade your subscription to a lower tier of Service at any time through our customer portal. There will be no Early Termination Charges applicable in the event that you upgrade your subscription to a higher tier of Service. However, Early Termination Charges will be applicable if you downgrade your subscription to a lower tier of Service. For avoidance of doubt, any change to the subscription of Service will result in a new term of the Terms of Service, which shall commence on the date of the change.
- 2.12 In the event that there is a change to the subscription of Service pursuant to Clause 2.10 above, you may be required to temporarily stop accessing, using and/or shutdown the existing Service until change of subscription of Service is in place.
- 2.13 You acknowledge and agree that the Service is provided subject to factors including without limitation, availability of network and cloud infrastructure, technical capacity, device capability and Service provisioning time required by us to provide the Service. The Service is only available in Singapore and speed of the Service may vary depending on coverage, location, devices used, network traffic and the type of data being transmitted. In addition, we may change or otherwise modify the Service or any aspect or feature of the Service in accordance with technological developments and market demands from time to time at our discretion and without any notice to you.
- 2.14 In the event that you wish to relocate any of the IoT Connectivity Services, you will need to obtain our prior written approval, which will be subject to a relocation charge. Any relocation is subject to our feasibility study. If we are not able to approve such relocation due to technical difficulties, you may proceed to terminate the provision of the IoT Services in the General Terms, subject to the Early Termination Charge.

3. No Warranties

- 3.1 This Service is provided “as it” and without any representation of warranty, whether express, implied or statutory. We specifically disclaim any merchantability, fitness for a particular purpose.
- 3.2 We do not guarantee:
 - 3.2.1 Continuous and uninterrupted performance of the Service.
 - 3.2.2 Technical issues that may arise from or in relation to any hardware that is not owned by us which you may have in use with the Service.
- 3.3 We do not warrant the accuracy, reliability or quality of any Content obtained through the Service; and that the Service and access to them are error free and uninterrupted or available at all times.

4. Charges

- 4.1 The Charges payable in relation to each Order do not include Customer Application, IoT devices/hardware and/or professional service charges that you may have to incur in connection with the provision of the Service pursuant to such Order, unless otherwise stipulated in the online quotation.
- 4.2 If there is a Fault in any month which entitles you to receive a Service Credit Rebate (as set out in this Specific Terms), the relevant Service Credit Rebate will be applied to the Charges for the following month. Such Service Credit Rebate (if any) shall be your sole and exclusive remedy (and our sole and exclusive liability) in respect of such Fault.
- 4.3 We reserve the right to charge you for expenses incurred by us in investigating any Fault reported by you if the Fault is not due to or does not lie within our facilities or Network.
- 4.4 You are responsible for all incidental charges related to accessing, provisioning, maintaining, repairing, replacing and removing the IoT Services at / from your location(s).
- 4.5 All orders are non-cancellable and all amounts are non-refundable.

5. Operational Terms and Conditions

- 5.1 In the event that the IoT Connectivity Services are installed in your premises, you shall be responsible for:
- 5.1.1 providing to our authorised personnel ready access to your premises and associated facilities for the purposes of installation, management, configuration and repair of the IoT Connectivity Services pursuant to an Order at such times as may be reasonably requested by us. Any failure to provide such access promptly or any, in our opinion, undue obstruction of any of our personnel, shall not constitute a material breach on our part of the relevant Order;
 - 5.1.2 providing at your own cost, suitable space and appropriate conditions including power supply for our equipment associated to the IoT Connectivity Services;
 - 5.1.3 any activity (including operation, maintenance and management) beyond our demarcation location;
 - 5.1.4 procuring and maintaining, at your own expense, all and any equipment or software you need to implement and use the IoT Connectivity Services, unless otherwise agreed in writing with us;
 - 5.1.5 ensuring that any terms and conditions of use of the IoT Connectivity Services are brought to the attention of, and complied with by, any person that you permit or allow to use the Service, and you shall indemnify us against any and all claims from such persons arising from the said use.
- 5.2 You shall not tamper, modify, damage and/or remove any equipment that may cause interruption, disruption, instability and/or congestion to the IoT Connectivity Service. You shall not be eligible for any Service Credit Rebate if you breach this Clause 5.2 and shall be liable for all costs incurred to replace any damaged and/or missing equipment.
- 5.3 We shall be responsible for the maintenance of the IoT Services pursuant to an Order from our core network infrastructure to the demarcation locations.
- 5.4 Either Party detecting a Fault in the IoT Services shall notify the other Party as soon as reasonably possible. Our contact details will be provided in our service handover document. Your contact details shall be set out in our customer portal.
- 5.5 You acknowledge and agree that the technical means by which we supply the IoT Service is entirely at our sole discretion.
- 5.6 We shall be entitled to conduct such audits and tests, at our cost, on the IoT Services pursuant to an Order on such dates and times as shall be agreed between the Parties

(which you shall not unreasonably withhold or delay), for the purpose of ensuring that the terms of this Specific Terms and the Order are strictly adhered to.

- 5.7 You are entitled to grant the right on access to the Service to your employees, clients and partners or any other individuals but only on the basis set forth herein. You shall bear all responsibilities for the consequences arising from the access to Service provided by you to your employees, clients, partners or other third parties.
- 5.8 You acknowledge and agree that it is your responsibility to backup all data whilst using the Service.
- 5.9 Upon termination of the Service by either party, you shall be deemed to have fully backed up all your data. Notwithstanding the foregoing, SPTel shall not be responsible for any loss of data under any circumstance.

6. Rights in IoT Services

- 6.1 The provision of IoT Services pursuant to any Order does not give you any right, title or proprietary interest in the IoT Services.
- 6.2 You do not have any rights to:
 - 6.2.1 modify, alter, tamper with, repair, or otherwise create derivative works of the Service;
 - 6.2.2 reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of the Service;
 - 6.2.3 access or use the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas;
 - 6.2.4 resell or sublicense the Service;
 - 6.2.5 attempt to disable or circumvent any security mechanisms used by the Service;
 - 6.2.6 use the Service to perform a malicious activity; or
 - 6.2.7 upload or otherwise process any malicious Content to or through the Service.
- 6.3 Except as expressly permitted under this Specific Terms or an Order, you must not grant any third party any right to use any IoT Services that has been provided to you.

7. Termination Rights supplementing the General Terms

- 7.1 Where the provision of IoT Services is conditional on you subscribing to other services with us or satisfying minimum requirements of subscription to such other services from us (“Service Condition”), any violation of the Service Condition will also automatically terminate the IoT Services and you will be liable for Early Termination Charges.
- 7.2 Where the IoT Services is subscribed as a secondary service to other Services provided by us, the termination of said Services would automatically terminate the IoT Services. In this event, an Early Termination Charge in respect of the IoT Services may be payable.
- 7.3 In addition to the grounds for suspension and termination set forth in our General Terms and Conditions, we reserve the right to suspend or terminate the Service or any part thereof, or to cease to provide you with the Service at any time in our discretion and without any liability to you whatsoever if:
- a. the use of the Service or Registered Device that seriously affects the stability or the security of our IoT platform; or
 - b. provision of the Service or any part of this Agreement becomes unlawful, unenforceable, invalid or illegal for any reason.
- 7.4 Any such suspension or termination shall be without prejudice to our accrued rights and all other rights and remedies available to us at law or equity.
- 7.5 The minimum period of Service shall be indicated in the Order. Unless otherwise agreed to in writing, when the minimum period of Service expires, this Agreement will be automatically renewed on a calendar monthly basis (based on the same terms and conditions except for Charges, which shall be based on our then prevailing Charges for the Services) unless you give us a written notice of termination at least 30 days prior to the expiry of the minimum period of Service or the renewed term.
- 7.6 Without limiting the foregoing, Clause 4 and 5 will survive any expiration or termination of this Agreement. Upon the effective date of termination of the Agreement for any reason: (a) all rights granted to you under this Agreement, including your right to use the Service, will immediately terminate; (b) you must stop all use of the Service, and (c) you must return or, if we request, destroy any Confidential Information.

