

GENERAL TERMS AND CONDITIONS

This General Terms form the Agreement between you and SP Telecommunications Pte Ltd (Reg No. 199700517K) and may be amended by the Specific Terms and Application Form for the specific Service which you may use.

Definitions and Interpretation

"Applicable Law"	Means all applicable laws, regulations, directions, guidelines, codes of practices, licences or requirements imposed by any competent authority, as the same may be modified, amended, supplemented, revised or replaced from time to time .
"Application Form"	Means an application form in or substantially in the form set out in the Specific Terms.
"Charges"	Means, the fees payable by the Customer for the provision of the Service (including, as applicable, the One-Time Charge, the Monthly Recurring Charge and any other relevant charges).
"Confidential Information"	<p>Means, in relation to a Receiving Party:</p> <ul style="list-style-type: none"> i) information disclosed to or obtained by the Receiving Party in connection with the Terms of Services and/or in the course of negotiating and finalizing the Terms of Services; ii) the Terms of Services; iii) all data and information relating to the work environment, business and other operations of the other Party's past, present and future research, development and activities, and shall include all materials prepared for or submitted to the Receiving Party in connection with work performed under the Terms of Services, including all drafts, specifications and associated materials, and all documents, materials, CDs and other media storage devices stamped or marked as "confidential", whether or not such data and/or information is contained or embodied in any computer system; and iv) all technical information, including but not limited to, information concerning equipment and software pertaining to design, manufacture, maintenance, installation, operation and use, in whatever form including drawings, charts, manuals, schematic representations, photographs and plans, of the other Party, <p>but shall not include:</p>

	<p>i) information which the Receiving Party develops independently; or</p> <p>ii) information which was, at the time of disclosure, or thereafter becomes, part of the public domain otherwise than as a result of the Receiving Party's breach of the confidentiality obligations in the Terms of Services.</p>
"Early Termination Charge" or "ETC"	Means all associated charges, including the One-Time Charge or Monthly Recurring Charge, payable in respect of the early cancellation or termination of an Order, as set out in the Specific Terms.
"General Terms"	Means this General Terms, as may be amended, modified or supplemented from time to time in accordance with the terms hereof.
"Goods and Services Tax" or "GST"	Means all goods and services or value added taxes, including the taxes imposed now or hereafter under the Goods and Services Tax Act (Cap 177A).
"Government Agency"	Means any agency, authority, department, inspectorate, ministry, parliament, statutory or legal entity or person (whether autonomous or not), commission, instrumentality of the Government of Singapore or any political subdivision thereof, and any successor or replacement thereof.
"IMDA"	Means the Info-communications Media Development Authority of Singapore and any successor or replacement.
"Monthly Recurring Charge" or "MRC"	Means, if applicable under the Specific Terms, the charges set out in the Application Form of such Order as payable on a recurring basis for the provision of the Service pursuant to such Order.
"Network"	Means, in relation to a Party, the telecommunication system of such Party being used or intended to be used for telecommunication purposes.
"One-Time Charge" or "OTC"	Means, in relation to an Order and if applicable under the Specific Terms, the one-time charge set out in the Application Form of such Order as payable for the provision of the Service pursuant to such Order.
"Order"	Means SPTel's acceptance of the Customer's request for Services.
"Service" or "Services"	Means the grant to you the right to use the services as described in the relevant Specific Terms and provided by us itself or through its agents or subcontractors.
"Service Term"	Means, the period specified as such in the Application Form, unless such Service is earlier terminated in accordance with the Terms of Services.
"Specific Terms"	Means an addendum to this General Terms entered into between the Parties, setting out the specific terms to which you will procure a Service from us as described therein, in or

	substantially in the form set out in <u>Appendix 1</u> of this General Terms.
"Terms of Services"	Means this General Terms, the relevant Specific Terms and the Application Form.
"Third Party"	Means a legal entity, company or person(s) that is not a party to the Terms of Services.

1. Eligibility for Services

- 1.1 You must be a company, business, partnership or organisation incorporated or registered with the Accounting and Corporate Regulatory Authority of Singapore (ACRA) or such equivalent authority in your country of incorporation or registration. We may decline acceptance of your application at our discretion. We will be deemed to have accepted your application if we have made available the Services to you regardless of any written acceptance, confirmation or agreement from us to you or your actual use of the Services.
- 1.2 The provision of all our Services is subject to us obtaining the necessary approvals, permits, licences from the respective regulatory Authorities. The start date for our services is an estimated date and may be subject to change due to various factors including, but not restricted to, weather conditions, safety issues, unforeseen factors, soil condition, additional works, etc. Where the service start date changes, we will inform you in writing or e-mail as soon as practical once all the information is known and at hand to ascertain the revised start date.

2. Application of General Terms

- 2.1 These General Terms shall apply to each and all the Services (whenever applied for or provided to you) in addition to any Specific Terms and/or Application Form except to the extent, if any, expressly excluded in the Specific Terms and/or Application Form.
- 2.2 In the event of any conflict or inconsistency between the Specific Terms and the General Terms, such conflict or inconsistency shall, in the absence of any express agreement to the contrary, be resolved in the order of priority set out below:
 - 2.2.1 the Application Form;
 - 2.2.2 the Specific Terms; and
 - 2.2.3 this General Terms.

3. Charges and Payment

- 3.1 You shall only be charged for Services that you have applied and subscribed for and will be calculated based on our records.

- 3.2 You shall promptly pay the Charges and any other sums due or payable with respect to the Services (including each and all sums and the total amount stated in the invoice without any set off, counterclaim, deduction or withholding within 30 calendar days of the date of the invoice.
- 3.3 All Charges are in Singapore Dollars, and exclude GST and any other taxes which may be applicable to the provision of the Services pursuant to an Order, which GST and other taxes shall be borne solely by you.
- 3.4 Payments may be made via:
- 3.4.1 electronic transfer directly to our account(s) as we may nominate from time to time as stated in our invoice to you; or
- 3.4.1 cheque with the cheque made out to the account name and attention to the person as stated in our invoice to you. It is the Customer's responsibility to ensure that the cheque is received in a timely manner.
- 3.5 If you wish to reasonably dispute any amount in your bill, you can withhold payment for such disputed amounts if you inform us in writing within 14 days of the date of the invoice. Otherwise, you are liable to pay us all Charges. We will investigate any such dispute and provide a written response to you and such response shall be deemed final and conclusive on you. If the dispute is resolved in our favour, you must pay us the disputed amount and all costs incurred in recovering the amount. We may charge you interest on the outstanding amount at 2% per month from the date the outstanding amount was due and payable and calculated on a daily basis.
- 3.6 If you are late in your payment, we may, at our discretion, suspend, restrict or terminate any of the Services that we provide to you and charge you administrative fees and/or late payment interest or fee as set out in paragraph 3.5 above. In addition, we may, at our discretion, also require you to pay on demand all sums due under any other agreements or accounts you have with us. If we claim against you for failing to pay any bill, you are liable to indemnify us for all our legal, administrative and other costs arising therefrom.
- 3.7 We will send you a bill at regular intervals or as described in the Application Form. If the provision of any Services does not commence at the start of a month, the Charges payable for that month shall be prorated to the last day of the month.

4. **Scheduled Maintenance of Services**

- 4.1 We may with or without notice to you:
- 4.1.1 perform maintenance works, including any addition, modification, relocation, renewal, repair or replacement to our network, which may affect all or any part of the Services including interrupting or suspending any part or all of the Services for operational reasons or because of an emergency. We will try to restore the affected Services as quickly as we can and by such means as we deem appropriate;

- 4.1.2 undertake any search or scan of your equipment and system for such maintenance, security or policing purposes where appropriate and required by law; and
- 4.1.3 manage and control access to the ducts / Network / data, notwithstanding that such access is a requirement or constitutes part of the Services.

5. **Suspension of Services**

- 5.1 We may also take any action, including terminating and/or suspending the provision of any part or all of the Services without compensation or liability to you:

- 5.1.1 where you fail to make full payment of any of the Charges due which failure continues for more than 30 calendar days after we issued a written reminder to you;
- 5.1.2 in our opinion, such suspension is required for the purposes of complying with any Applicable Law or any order or direction of IMDA or any other Government Agency; or
- 5.1.3 in our opinion, where you have used the Service provided for a purpose other than that expressly permitted or in contravention of any Applicable Law or for any fraudulent, illegal or improper activity,

provided always that such suspension by us shall cease upon the cessation of the breach or event that gives rise to our right of suspension of the provision of the Services.

- 5.2 If the Services are suspended by us for a continuous period of two (2) month(s) pursuant to Clause 5.1, we shall be entitled to terminate the Services under Clause 10 below.

6. **Postponement of Services**

- 6.1 You may elect to postpone the start date of the Services for up to one (1) month by informing us in writing and is subject to our approval. Following which, we shall be entitled to terminate the Services under Clause 10 below and you will be liable for Early Termination Charges.

7. **Continuation of Services**

- 7.1 Following the expiry of the Service Term, we shall continue to provide the Services unless you terminate the Services under Clause 10 below.

8. **Protection and Safety**

- 8.1 You are responsible for the safe operation of your Network and your equipment and in your usage of the Service. You shall take all necessary steps to ensure that your use of the Service and your equipment:
- 8.1.1 does not endanger the safety of any person, including third parties;
 - 8.1.2 does not cause physical or technical harm, interference or cause deterioration in the operation of any part of our Network; and
 - 8.1.3 does not threaten the security and accessibility of our Service.
- 8.2 You shall fully indemnify us against and hold us harmless from, any and all claims, judgments, fines, and awards against us, and all damages, loss, expenses, liabilities and costs suffered or incurred by us arising from or in connection with any breach or non-performance of any of your obligations under this Clause 8.

9. **Permits, Licenses and Approvals**

- 9.1 Each Party shall be responsible and liable for obtaining and maintaining in its own name and at its own expense, all licences, permits, consents and approvals required for the purpose of the provision of the Service, including the provision of bandwidth services.

10. **Termination of Services**

- 10.1 We may, at any time, immediately terminate the Services by giving written notice to you if:
- 10.1.1 you are in breach of the Terms of Services and such breach (in the case of a breach capable of being remedied) is not cured within the period of 30 calendar days after the date of a notice in writing to remedy such breach; or
 - 10.1.2 you have a receiver, manager, judicial manager or an administrator appointed on behalf of a creditor over all or a substantial part of your assets, or enter into an arrangement or compounds or convenes a meeting with your creditors, or passes a resolution or takes any step to enter into liquidation or are subject to court order(s) that the company be compulsorily wound up (other than for the purposes of amalgamation or reconstruction), or are subject to the supervision of the court, either involuntarily or otherwise, or ceases or threatens to cease for any reason whatsoever to carry on its business, or is unable to pay its debts as defined in the Companies Act (Cap. 50) of Singapore or takes or suffers any similar action in consequence of debt; or
 - 10.1.3 the Services have been suspended by us for a continuous period of two (2) month(s) and we have elected to exercise our right to terminate the Services pursuant to Clause 5 or 6 above; or

- 10.1.4 you abandon the Service provided (which shall include any disuse of or ceasing to use the Service or not connecting any active equipment to it).
- 10.2 You may, at any time, immediately terminate the Services by giving written notice to us if we are in material breach of the Terms of Services and such material breach (in the case of a breach capable of being remedied) is not cured within the period of thirty (30) calendar days after the date of a notice in writing to remedy such material breach.
- 10.3 Either Party may terminate the Services at convenience before the expiry of the Service Term by giving at least one (1) month's written notice to the other Party. You shall be liable to pay Early Termination Charges as set out in the Specific Terms if the Services are terminated prior to the expiry of the Service Term. For avoidance of doubt, you will not be liable for Early Termination Charges if (a) the Services are terminated after the expiry of the Service Term and (b) we terminate the Services during the Service Term and you are not in breach of the terms of Service.
- 10.4 Upon termination of the Services for any reason, any amount which has been invoiced which remains unpaid shall immediately become due and payable.

10A Warranty of Equipment

- 10A.1 Where the Services include the purchase of hardware which may come with its applicable firmware (hereinafter "Equipment") from a third party manufacturer, which is bundled and used in conjunction with the Services provided by us, the warranty for the Equipment will be provided by the third party manufacturer.
- 10A.2 The list of third party manufacturers of the Equipment and their respective website where the terms and conditions governing the use of the Equipment can be located as follows:-

Name	Website
Cisco	https://www.cisco.com/c/en/us/about/legal/terms-sale-software-license-agreement.html
Aruba	https://www.arubanetworks.com/legal/
HPE	https://www.hpe.com/sg/en/about/end-user-agreement-terms.html#asiapacific

- 10A.3 The list of third party manufacturers of the Equipment and their respective website where the terms and conditions of the warranty of the Equipment can be located are listed as follows :-

Name	Website
Cisco	http://www.cisco.com/go/warranty
Aruba	https://www.arubanetworks.com/support-services/product-warranties/
HPE	https://support.hpe.com/hpsc/doc/public/display?docId=emr_na-c00383139

11. Confidential Information

- 11.1 Each Party ("**Receiving Party**") acknowledges that it, its employees, agents or subcontractors, may be given access to Confidential Information in connection with the Services. Each Receiving Party shall keep, and shall procure that its employees, agents

and subcontractors keep, the Confidential Information confidential and shall not disclose it to any Third Party or use it otherwise than: (i) for the purposes of this Services; (ii) as authorised in writing by the other Party; (iii) as required by any law, judicial body or governmental agency; or (iv) by way of disclosure to the Receiving Party's affiliates and professional advisers who have agreed to keep the Confidential Information confidential. In the event a Receiving Party uses the other Party's Confidential Information pursuant to the other Party's written authorisation, and the other Party withdraws, by written notice to the Party, its authorisation for or consent to such usage, the Receiving Party shall cease all usage of the other Party's Confidential Information immediately upon receipt of the other Party's written notice.

- 11.2 Upon the expiry or earlier termination of the Services, each Receiving Party shall return to the other Party all documents or copies of documents containing information which is, at the date of, Confidential Information.
- 11.3 Each Receiving Party shall ensure that only those of its employees, agents, subcontractors and other persons within its control whose duties require them to possess any of such Confidential Information shall have access thereto, and that they shall be required to comply with provisions of confidentiality no less stringent than those set out in Clauses 11.1 and 11.2 prior to the release of such Confidential Information to them.
- 11.4 The obligations of the Parties under this Clause 11 shall continue in force for a period of one (1) year after the expiry or termination of the Services.

12. **Intellectual Property Rights**

- 12.1 Except as otherwise expressly provided, each Party's trademarks, inventions, patents, copyrights, designs, designs rights, trade names and all other intellectual property rights owned by or which vests in that Party in any manner shall remain in the ownership or property of that Party and nothing in the Terms of Services shall confer or be deemed to confer on the other Party any rights or licenses in such intellectual property whether belonging to the first mentioned Party or any Third Party.

13. **Indemnity**

- 13.1 You must fully indemnify us against and hold us harmless from, any and all claims, judgments, fines, and awards against us, and all damages, losses, expenses, liabilities and costs suffered or incurred by us, arising out of or relating to or in connection with:
 - 13.1.1 Your breach or non-performance of any of its obligations under the Terms of Services; and
 - 13.1.2 any negligent act or omission or willful default, misconduct or fraud on your part.

14 **Limitation of Liability**

- 14.1 Notwithstanding any other provision in the Terms of Services, and to the extent permitted by law, in no event shall our total liability for all claims (whether based in contract, negligence, tort or otherwise) arising out of, under or in connection to or in relation to the Terms of Services, howsoever caused, exceed the amount equal to the aggregate of the Charges paid by you (as the case may be) in the three (3) months immediately prior to the first event giving rise to the claim.
- 14.2 The remedies set out in the Terms of Services are your sole and exclusive remedies in respect of any of our liability under the Terms of Services.
- 14.3 To the extent permitted under law, in no event will we be liable to you (whether based on an action or claim in contract, negligence, tort or otherwise) for any of the following:
- 14.3.1 indirect, incidental, consequential, special or exemplary costs, claims, expenses, loss or damages; or
 - 14.3.2 loss of revenues, profits, business opportunities, anticipated savings, data or goodwill,
- even if we have been informed of the possibility of such costs, claims, expenses, loss and damage.

15 **Notices to a Party**

- 15.1 Unless it is specifically stipulated otherwise, all notices, requests or other communication to be given or made under the Terms of Services shall be made in writing.
- 15.2 Notice will be deemed given:
- 15.2.1 In the case of hand delivery or registered mail, upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the receiving Party; and
 - 15.2.2 In the case of facsimile, upon completion of transmission as long as the sender's facsimile machine creates and the sender retains a transmission report showing successful transmission.
- 15.3 The address for notice may be changed from time to time by either Party by giving notice to the other Party as provided herein.

16 **Force Majeure**

- 16.1 Save for the payment obligations of either Party contained in the terms of the Service, to which this Clause 16 shall not apply, neither Party shall be liable for any failure or delay to perform its obligations under the Terms of the Service resulting from circumstances or causes beyond the reasonable control of either Party, including, without limitation, fire or other casualty, strike or labor dispute, acts or threatened acts of terrorism, pestilence or epidemic, war or other violence, acts of God or other catastrophes, or any law, order or requirement of any governmental agency or authority.

17 **Waiver**

- 17.1 No delay or omission by either Party in exercising any of its rights or remedies under the Terms of Services or under any Applicable law will be deemed a waiver of the exercise of such right or remedy or any other right or remedy on any other occasion, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

18 **Severability**

- 18.1 If any provision of the Terms of Services is or becomes illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of the Terms of Services which shall continue in force save that the Terms of Services shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

19 **Entire Agreement**

- 19.1 These terms and conditions hereto constitute the entire agreement made between the Parties relating to the subject matter hereof and supersedes and cancels all previous communications, agreements, warranties and undertakings (whether written or oral, express or implied) relating hereto. Any variation or addition to the Terms of Services will only be effective if agreed to in writing by both Parties. All other terms and conditions, express or implied, by statute or otherwise, are excluded to the fullest extent permitted by law.

20 **Relationship**

- 20.1 The Terms of Services shall not create any partnership, joint venture or agency relationship between the Parties.

21 **Publicity**

- 21.1 Your engagement for us to provide Services will be deemed to constitute your permission for us to use you as a reference in marketing these services unless you specifically revokes this permission in writing. Subject to Clause 11, in no event will either Party publicize or disclose to any third party either the price or other terms of this Services without the consent of the other Party.

22 **Assignment**

- 22.1 Neither Party shall, without the prior written consent of the other Party, assign, transfer, charge or deal in any other manner with the Terms of Services or any of its rights under such agreements, or purport to do any of the same other than as expressly contemplated hereunder.
- 22.2 Notwithstanding Clause 22.1, we may without consent assign or transfer this Terms of Services, to its affiliates or to any other party as part of a reconstruction or amalgamation, or sale or other disposition of the business to which the Services relates.

23 **Counterparts**

- 23.1 The Terms of Services may be executed in any number of counterparts, each of which taken together and when delivered to the Parties hereto shall constitute one and the same document. Either Party may enter into the Terms of Services by executing the respective counterpart.

24 **Governing Law**

- 24.1 The Terms of Services are governed by the laws of the Republic of Singapore without any due regards to the conflict of laws principles.
- 24.2 Save for our affiliates, nothing in the Terms of Services shall be enforceable under the Contracts (Rights of Third Parties) Act, Cap 53B, by a person who is not a party to the Terms of Services.

25 **Arbitration**

- 25.1 In the event of any difference or dispute between the Parties relating to the validity, interpretation, construction or performance of the Terms of Services, such difference or dispute shall be referred to and finally resolved by arbitration. Such arbitration shall be

conducted in Singapore in accordance with rules of the Singapore International Arbitration Centre ("**SIAC**") and any modification or re-enactments thereof for the time being in force. The seat of the arbitration shall be Singapore.

- 25.2 The arbitration tribunal shall consist of a single arbitrator (the "**Arbitrator**") approved and agreed upon by the Parties hereto or, in the event of such approval not being obtained within 1 month of the date on which either Party nominates an arbitrator, either Party may refer the matter to SIAC and the arbitrator shall be appointed by the Chairman of the SIAC.
- 25.3 All arbitration proceedings shall be in the English language.
- 25.4 The Arbitrator shall determine which Party shall bear the expenses of the arbitration or the portion of such expenses which each Party shall bear.
- 25.5 Any award made by such arbitration shall be final, binding and conclusive.