

**SPECIFIC TERMS – M2M**

This Specific Terms form the Agreement between you and SPTel Pte. Ltd. (Reg No. 199700517K) and may be amended by the Application Form.

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 M2M events generated by the systems supporting the Service and made available to you.
“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).
“M2M”	Means Machine-to-Machine
“M2M Service” or “Service”	Means the grant to you of the right to use the Service as specified in the Order (being M2M Service Individual Data, Data Pooling or other available M2M service plan offered by us, as described in this Specific Terms) subject to and in accordance with the terms of this Specific Terms. SPTel is an authorized reseller of third party(s)’ M2M Services.
“M2M Service Plan”	Means the Service option to which you subscribed to.

**2. M2M Services**

- 2.1 In relation to each Order, we will use reasonable endeavours to commence providing the M2M 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 You shall provide any information as may be required by us for the activation and/or deactivation of the M2M Services. We reserve the right to add, remove or change any service features from time to time.
- 2.3 You agree that you shall use the M2M Services only for the purpose of establishing your M2M network or enabling M2M solution to your end users.
- 2.4 It is your sole responsibility to ensure that the use of the Service to transmit 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.
- 2.5 We shall not in any way be liable for any wireless transmissions that are not delivered to or received by the intended device(s).
- 2.6 By offering the Service to you, we will be collecting usage data to better understand the trends in the services offered where relevant.
- 2.7 You acknowledge that the M2M Services provided are provided by third party(s) and resold by us to you.

- 2.8 You acknowledge that our third party supplier(s) have the right (but not the obligation) to monitor any and all transmissions via the Service. You further acknowledge and agree that our third party supplier(s) 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.
- 2.9 M2M 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.
- 2.10 You may select to upgrade your subscription to a higher data bundle tier of Service or downgrade your subscription to a lower data bundle tier of Service at any time through written application. There will be no Early Termination Charges applicable in the event that you upgrade your subscription to a higher data bundle tier of Service. However, Early Termination Charges will be applicable if you downgrade your subscription to a lower data bundle 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.
- 2.11 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.

### **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.

- 3.3 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 shall include:-
- 1.1.1. SIM card fee;
  - 1.1.2. Service access fee;
  - 1.1.3. Public APN fee;
  - 1.1.4. M2M Service Plan subscription fees for:
    - a. Individual local data packs and/or SMS;
    - b. Pooled local data packs and/or SMS.
- 4.2 The Charges payable in relation to each Order do not include, M2M 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.
- 4.3 Monthly Recurring Charges (“MRC”) are payable upon activation of the Service. MRC will not be prorated on the month of the activation or termination of the Service.
- 4.4 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.
- 4.5 All orders are non-cancellable and all amounts are non-refundable.

#### **5. Operational Terms and Conditions**

- 5.1 We shall not be responsible for any technical issues that may arise from or in relation to any software or hardware that is not owned by us which you may have in use with the Service.
- 5.2 Either Party detecting a Fault in the M2M 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 application form.

5.3 You acknowledge and agree that the technical means by which we supply the M2M Service is entirely at our sole discretion.

5.4 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.

## **6. Rights in M2M Services**

6.1 The provision of M2M Services pursuant to any Order does not give you any right, title or proprietary interest in the M2M 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 M2M Services that has been provided to you.

## **7. Termination Rights supplementing the General Terms**

7.1 Where the provision of M2M 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 M2M Services and you will be liable for Early Termination Charges.

- 7.2 Where the M2M Services is subscribed as a secondary service to other Services provided by us, the termination of said Services would automatically terminate the M2M Services. In this event, an Early Termination Charge in respect of the M2M 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 device that seriously affects the stability or the security of the M2M network; 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.

