

## **SPECIFIC TERMS– MANAGED SOFTWARE DEFINED WAN (SD-WAN) SERVICE**

These Specific Terms form the Agreement between you and SPTel Pte. Ltd. (Reg No. 199700517K) and may be amended by the Application Form. These Specific Terms are intended to supplement the General Terms.

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:

- (a) the Application Form
- (b) these Specific Terms; and
- (c) the General Terms.

It is agreed between the Parties as follows:

### **1. Service Definitions**

"Acceptance"	Means in relation to a Service, the earlier date of:  (i) the date of your activation of the Service; or  (ii) 30 days after the date of shipment of the Equipment associated with the Service.
"Customer Premises Equipment" or "CPE"	Means hardware and software provided by us and located on your premises.
"Equipment"	Means hardware and software provided by us and not located on your premises.
"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).
"SD-WAN" or "Service"	Means a managed network offering the use of CPE between your internal local area network (LAN) and wide area network(s) (WANs), service gateways located within SD-WAN network infrastructure as well as a centralised management platform. The Service provides a secure overlay network to interconnect your locations, core network services, and the Internet creating a WAN.
"Software"	Means the software integrated into the CPE or any other equipment provide by us and that is provided together with the SD-WAN Service.

“WAN”	Means Wide Area Network
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## 2. Managed SD-WAN Service

- 2.1 In relation to each Order, we will use reasonable endeavours to commence providing the Managed SD-WAN Services pursuant to the Desired Service Start Date on the Application Form for such Services. Such Services will thereafter be provided for the Service Term subject to the termination clauses of this Specific Terms and the General Terms.
- 2.2 Managed service options shall be available for selection using the Application Form and shall be subject to the applicable charges. In the event that certain options are not selected, we shall not be obligated to perform the corresponding scope of work during the term of the service.
- 2.3 Internet connectivity is a pre-requisite for the provision of the Service.
- 2.4 We will install CPE in your premise associated to the Service(s). We will always maintain and own such equipment and software. Upon termination of the Service(s), we shall be entitled to remove such equipment installed at your premise. CPE selection is based on the aggregate bandwidth and your requirements at each location based on the information that you provide. In the event that the information that you provided with respect to your requirement is not accurate, we reserve the right to upgrade you to the appropriate CPE at the current rack rates for that tier of service. If you dispute the upgrade, we will have the right to restrict the Service to the licenced amount until the dispute is resolved.
- 2.5 You agree that:
- 2.5.1 You must not resell the Service or otherwise provide to third parties without our prior written consent, whether for profit or not.
- 2.5.2 You must inform us if you wish to directly connect any network, cable, equipment or system of any third party to the Service and shall comply with all interface and our other specifications before making such connection. You must ensure that such third party services are available and working properly.
- 2.5.3 If you subscribe to any third party services directly, you shall be responsible for adhering to the third party's terms of service. In no event shall we be responsible for any of the third party's performance of the service which you subscribed directly.
- 2.5.4 You shall not use the Service in any manner or for any purpose which may constitute a violation or infringement of the rights of any party including but not limited to their intellectual property or confidentiality rights.

- 2.5.5 You must not make or attempt any unauthorised access to any part or component of the Service, the network or any third party systems or networks to which you can connect through the Services directly or otherwise.
- 2.5.6 You must not disrupt the various networks that are connected to the Service or violate the regulations, policies, or procedures of such networks.
- 2.5.7 You may install and use the CPE solely for the purposes of accessing and using the Service. You agree not to disable or defeat any capacity-limiting feature of the CPE, or otherwise use the CPE at a greater capacity rate than the rate for which you have subscribed. You agree not to use the CPE with any unsupported hardware or software.
- 2.5.8 You acknowledge that we do not warrant or give any guarantee on data transfer speed, performance, or any other aspect of the Service.
- 2.6 Upon successful subscription of the Service, you would be entitled to read-only access our online system(s) via a single user ID as provided by us which will include information regarding such CPE details.
- 2.7 We will provide the Service to the address/ locations as stated in the Application Form. In the event that you wish to relocate the Services, you will need to obtain our prior written approval, which will be subject to a relocation charge and additional charges may apply for wiring and casing. Any relocation is subject to the procedures as set out in Clauses 2.1 to 2.7. If we are not able to approve such relocation due to technical difficulties, you may proceed to terminate the provision of Services in the General Terms, subject to the applicable Early Termination Charge as set out in Schedule C.
- 2.8 You acknowledge and warrant that you have obtained redundant service to ensure continuity of your services if the Service pursuant to an Order were to fail.

### **3. Charges**

- 3.1. The Charges payable in relation to each Order do not include cross-connect charges that you may have to incur in connection with the provision of the Service pursuant to such Order unless otherwise stipulated in the Application Form.
- 3.2. 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.
- 3.3. 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.
- 3.4. You are responsible for all incidental charges related to applicable accessing, provisioning, maintaining, repairing, replacing and/or removing the Services at /from your location(s) except where such access, provision, maintenance, repair, replacement and/or removal to/of the Services arises due to the fraudulent actions, gross negligence and/or wilful misconduct on the part of SPTel.

### **4. Operational Terms and Conditions**

- 4.1 You shall be responsible for:
  - 4.1.1 providing ready access to our authorised personnel to your premises and associated facilities for the purposes of installation, management, configuration, and repair of the Service 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;
  - 4.1.2 providing at your own cost, suitable space and appropriate conditions including power supply for our equipment associated to the Service;
  - 4.1.3 providing all internal wiring and sockets within your premises according to the relevant regulatory authority's and our specifications and guidelines required for the purposes of the installation of the Service.
  - 4.1.4 providing your own cross-connects to connect the Service to your equipment, as well as all media converters, other active electronics, power supplies and ongoing maintenance, operation and management of such equipment that are beyond the demarcation location as specified in the Application Form to which such Order relates;

- 4.1.5 not tampering, modifying, damaging, or removing the equipment that may cause interruption, disruption, instability, congestion to the Service. In such event, you will be in material breach of the Order and will not be eligible for any Service Credit Rebate and may also be liable for the cost to replace any damaged equipment;
  - 4.1.6 any activity (including operation, maintenance and management) beyond our demarcation location; and
  - 4.1.7 ensuring that any terms and conditions of use of the Service 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.
- 4.2 If you become aware that any violation of Clause 4.1 above, you must take prompt action to suspend the user's use of the Service. We may ask you to take action within a certain time period. If you fail to comply with our request we may suspend your account.
- 4.3 Where you require a change to your Services' policy settings, you may request additions, deletions, or modifications to your Services either on the customer portal or via an application form. Such requests shall be subject to additional charges.
- 4.4 Any IP addresses allocated by us to you in connection with the Service will remain our sole property and you will have no right or title thereto. We reserve the right to withdraw or change any of such IP addresses at any time.
- 4.5 Either Party detecting a Fault in the Service 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 the Application Form.
- 4.6 You acknowledge and agree that the technical means by which we supply the Service is entirely at our sole discretion.
- 4.7 We shall be entitled to conduct such audits and tests, at our cost, on the Service pursuant to an Order on such dates and times as shall be agreed between the Parties (you shall not unreasonably withhold or delay consent), for the purpose of ensuring that the terms of this Specific Terms and the Order are strictly adhered to. You acknowledge and agree that we may use, on an aggregated, non-individually-identifiable basis, all information regarding networking characteristics, usage, performance and related data involved in your use of the Service.
- 4.8 The Service is not designed, intended, authorized, or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury; any such use or inclusion by you is fully at your own risk.

4.9 You acknowledge that we may change the Service, CPE and Equipment either by physical replacement or by remote changes to software or firmware, and/or the terms under which the Service, CPE and Equipment are provided, at our discretion, at any time. Those changes may interrupt the Service.

## **5. Export Control**

5.1 You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited.

5.2 You represent that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) you will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

5.3 The Software and accompanying documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by or for the U.S. Government shall be governed solely by the terms and conditions of this Agreement.

## **6 Rights in Managed SD-WAN Service**

6.1 The provision of the Service pursuant to any Order does not give you any right, title or proprietary interest in the Service or any intellectual property rights to the Software.

6.2 Except as expressly permitted under this Specific Terms or an Order, you must not:

6.2.1 grant any third party any right to use any Service that has been provided to you;

6.2.2 modify, adapt, alter, disassemble, reverse engineer, decompile, disassemble, or attempt to derive the source code for the Service (including the CPE), except to the extent that such activities are required to be permitted under applicable law;

- 6.2.3 remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of the Software, or its or their suppliers affixed or contained on or within any CPE or Equipment.

Without limiting the foregoing, any Software provided to you or made available for your use is licensed only, is subject to any accompanying license agreement, and as between you and us, we retain title in all copies of the Software, and you do not obtain title to, or ownership of, any intellectual property rights in the Software or any copies thereof.

The license agreements can be located at:

Fortinet – <https://www.fortinet.com/corporate/about-us/legal.html>

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

- 7.1 Where the provision of a Service 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 Service and you will be liable for Early Termination Charges.
- 7.2 Where the Service is subscribed as a secondary service to other Services provided by us, the termination of said Services would automatically terminate the Services. In this event, an Early Termination Charge in respect of the Services may be payable.
- 7.3 Without limiting the foregoing, Clause 4, 5 and 6 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.