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.
"CPE" or "Customer Premise Equipment"	Means any network equipment or supplies owned by SPTel used to deliver the IoT Service to you. This excludes any network equipment that you have purchased from us and have been fully paid for, or is otherwise supplied by you in relation to this IoT Service.
"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 Backhaul Connectivity"	Connectivity service from edge sites to IoT Platform and between different edge sites for data flow according to business needs.
"IoT Platform"	Means a unified and central platform for IoT device management, device data collection and application enablement.
"IoT Connectivity"	Means the connectivity services granted to you by SPTel to enable you to collect data traffic from the Registered Device and transmission to the IoT Platform. The connectivity service is provided via secured gateway for different types of sensors data aggregation installed at various locations. The onboarding and configuration of the gateways are provided by SPTel. Available service schemes are:

	i) Managed LoRaWAN Gateway ii) Gateway Resell iii) Bring Your Own Gateway (BYOG)
"IoT Services" or "Service"	Means the grant to you of the right to use the Service as specified in the Order (being IoT Platform, IoT Connectivity 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 Platform.
"Service Scheme"	Means the Service option to which 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 the Service Start Date as stated on such Order. The Service Start Date is however subject to the standard and expedited delivery intervals for us and such intervals may change from time to time. Our inability to provide the Service on or before the Service Start Date or to meet any other target date will not constitute a breach on our part under this Agreement.

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   In the event that you have subscribed to our Managed LoRaWAN Gateway service scheme, we will need to install equipment in your designated 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 designated premise.

2.4   You agree that you:

       2.4.1   shall comply to the technical requirements of authorised frequency bands or frequencies, and transmit within the corresponding output power levels and restricted conditions stated in the IMDA's Technical Specifications for Short Range Devices

2.4.2   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

2.4.3   shall not directly connect any network, cable, equipment or system of any Third Party to the IoT Services.

2.5   You will be given access to a default instance of IoT Platform per customer basis as the mandatory component of the IoT Services subscription for you to onboard devices.

2.6   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.

2.7   As LoRaWAN is deployed on the ISM shared spectrum, it is subjected to signal collisions and interference, we shall not in any way be liable for any wireless transmissions that are not delivered to or received by the intended device(s).

2.8   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.

2.9   We shall refer to you, any matter raised to us, by a third party relating to personal data collected/used by you in your account in connection with the Service provided by us. You agree to handle any and all referred matters at your own cost and agree to indemnify us for all loss that we incur in respect of any claim or proceedings commenced against us by a third party including a regulator, in relation to an individual's personal data collected, used, stored or disclosed by you in connection with the Service.

2.10   By offering the Service to you, we will be collecting usage data to better understand the trends in the services offered where relevant.

2.11   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.

2.12   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.

2.13   You may select to upgrade your IoT Platform subscription to a higher device tier of Service or downgrade your subscription to a lower device 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 device tier of Service. However, Early Termination Charges will be applicable if you downgrade your subscription to a lower device tier of Service. For avoidance of doubt, Early Termination Charges will be calculated by multiplying the remaining months of the Contract Period using SPTel's prevailing non-promotional rates for the applicable Service.

2.14   In the event that you wish to relocate any of the Services, you will need to obtain our prior written approval. If we approve your relocation request, the relocation will only take place after you have signed the Order withthe relocation fees. If we do not approve your relocation request, you may terminate the Services subject to your payment of the applicable 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 our quotation. Refer to schedule B for all type of charges.

4.2   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 Services or Network.

4.3   Notwithstanding anything in the General Terms, the 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   You are responsible for all incidental charges related to accessing, provisioning, maintaining, repairing, replacing and removing the IoT Services at / from your designated 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 you subscribed Managed LoRaWAN Gateway scheme where IoT Connectivity are installed in your designated 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 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 always-on power supply for our equipment associated to the IoT Connectivity;

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, unless otherwise agreed in writing with us;

5.1.5 ensuring that any terms and conditions of use of the IoT Connectivity 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.

5.1.6 maintaining the CPE in accordance with the guidelines, instructions or specifications provided to you. You shall bear any and all repair and replacement costs of the CPE (excluding normal wear and tear) except where such costs and expenses arises due to the fraudulent actions, gross negligence and/or wilful misconduct on the part of SPTel. The CPE replacement costs where applicable shall be based on the prevailing market rate of the CPE.

5.2 You shall not tamper, modify, damage, relocate and/or remove any equipment that may cause interruption, disruption, instability and/or congestion to the IoT Connectivity.

5.3 You shall promptly notifying us in writing of any damage to, or loss, theft or destruction of the CPE. You shall be responsible for and shall indemnify us against any and all costs and expenses incurred by us in making good or replacing the damaged, lost, stolen or destroyed CPE except where such costs and expenses arises due to our fraudulent actions, gross negligence and/or wilful misconduct.

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 responsible for:

5.6.1 the provision of the IoT Services and maintenance of the IoT Services pursuant to an Order up to the demarcation location;

6.2.1 any activity (including operation, maintenance and management) up to the demarcation location; and

6.2.2 taking all reasonable steps to prevent interruptions or unavailability to the Services.

6.3 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.

6.4   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.

6.5   You acknowledge and agree that it is your responsibility to backup all data whilst using the Service.

6.6   You agree that you shall completely erase and destroy all data upon termination of the Service. You shall be deemed to have fully backed up all data upon termination of Service. We shall not in any way be responsible for any loss of data.

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 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.

SCHEDULE A: SERVICE SPECIFICATIONS

SPTel Internet of Things (IoT)-as-a-Service is a suite of IoT services designed to support IoT solution and service providers so that they can focus on developing industry-specific solutions for their clients, without the hassle of infrastructure deployment and management.

The following list specifically describes the specifications and/or service schemes that will be offered in the service options.

IoT Platform	Parent Product. Unified and central platform for device management, device data collection and application enablement. Specifications: • Secure device enrolment and authentication • Device management (e.g. view detailed device information, edit device configuration) • Data storage: 7 days • Supported Wireless Technology: LoRaWAN • Supported Communication Protocol: HTTPS, MQTT, Restful API
IoT Connectivity - Managed LoRaWAN Gateway	SPTel-managed LoRaWAN gateway that are installed at customer's designated location(s) for use on sharing basis. IoT Backhaul Connectivity may be included as part of the service. Specifications • Frequency Plan: AS923-1 • Minimum Receive Sensitivity: up to -120dBm • Minimum Signal to Noise Ratio: -15dB • Maximum ERP: 27dBm • 8 channels • • Device Activation Mode supported: Over-the-Air Activation (OTAA), Class A, B & C
IoT Connectivity – Bring Your Own Gateway (LoRaWAN)	One-time gateway onboarding and configuration by SPTel in SPTel office for SPTel-approved customer-owned LoRaWAN gateway model that are installed and maintained by customer for their own use. IoT Backhaul Connectivity is not included as part of the service.

IoT Connectivity – Gateway Resell (LoRaWAN)	Unmanaged SPTel-approved LoRaWAN gateway model resell to customer. One-time gateway onboarding and configuration by SPTel in SPTel office for customer-owned LoRaWAN gateway that are installed and maintained by customer for their own use. IoT Backhaul Connectivity is not included as part of the service.

SCHEDULE B: CHARGES

No.	Item	Charges
1.	One-Time Charge	Refer to the Order.
2.	Monthly Recurring Charge	Refer to the Order.
3.	Usage/Per device Charge	Refer to the Order.
4a.	Early Termination Charge for cancellation/termination of Order before Service commencement	One-Time Charge and the first three months' MRC
4b.	Early Termination Charge for termination during Service Term	All Monthly Recurring Charges and Usage/Per device Charge payable for the remainder of the Service Term.

We reserve the right to charge for any ancillary work relating to the provision of the Services that are not stipulated in the Order. Charges will be provided to you in a rate card whenever requested. Your agreement to these charges will be sought prior to the commencement of the Services.

SCHEDULE C: SERVICE LEVEL AGREEMENT

1. We will provide you with Service Level Targets as follows:

Service Type	Service Level Targets
IoT Platform	99.5%
IoT Connectivity Managed LoRaWAN Gateway	NA

2. Service Level is calculated as a percentage of time that the Service is available within a given 30-day calendar month. Outage Minutes means period which the Service is entirely unusable (i.e. total loss of Service) measured in minutes

$$\text{Service Level (\%)} = (1 - \frac{\text{Total Eligible Outage Minutes per month}}{43,200 \text{ minutes}}) \times 100$$

3. You will be entitled to Service Credit Rebate for a Service that falls under the Service Level Target in the following manner:

Service Level	Service Credit Rebate (% of Monthly Recurring Charge)
Between 99.0% to 99.5%	10%
Between 85.0% to 99.0%	15%
Less than <85.0%	20%

4. Service Credit Rebate(s) will be applied against your account for the calendar month immediately following the month in which the Service Level falls below the Service Level Target and is capped at twenty percent (20%) of one (1) month's MRCs for each affected IoT Service every month. Service Credit Rebates may not be transferred or applied to any other account.

5. Notwithstanding anything herein, the calculation of Service Levels, shall not take into account any of the following:
    a) Scheduled maintenance;
    b) Acts or omissions of you or of any Third Party, or any network, cable, equipment or system connected by you or any Third Party, including but not limited to any delays in accessing the network equipment or systems to carry out rectification works;
    c) Force majeure (as set out in the General Terms) or an inability to gain access to the location for fault isolation and restoration due to your direct or indirect act, omission or negligence.

6. The Service Level Rebates shall be your sole remedy against us should the Service Level(s) for any Service(s) fall below the applicable Service Level Target(s), and you waive your right to claim for any losses as may be suffered or incurred by you, arising from or in connection with the Service Level(s) for any Service(s) falling below the applicable Service Level Target(s).