

SPECIFIC TERMS– PROFESSIONAL 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 earlier date of: (i) the Order is completed; or (ii) actual acceptance by you via email to us.
"Customer Data"	Means information (which may include Personal Information) which you provide to us for processing and that is collected, stored, or maintained while performing an Order.
"Data Subject"	means the individual to whom any Personal Information refers.
"Personal Information"	Means information relating to an identified or identifiable natural person to the extent treated as such under applicable law.
"Professional Service" or "Service"	Means specialized work stated under the SOW or Order to be performed
"SOW"	Means Statement of Work

2. Professional Service

- 2.1 The Service shall be defined in Schedule A and/or one or more SOW or Orders.
- 2.2 In relation to each Order, we will use reasonable endeavours to provide the Professional Service pursuant to such Order on the date of Acceptance for such Service.
- 2.3 Each SOW or Order will incorporate an operational plan governing the implementation and management of the Services provided. You must notify us in writing to request for any change to the SOW including scope, schedule, and deliverables, and is subject to the change control process defined in Schedule D and may result in altered schedule and additional charges. We will not be obliged to make any change to the SOW or Order other than those approved through the change control process.
- 2.4 You may place one or more Orders for Services by referencing the SOW and this Specific Terms. The Orders are placed on pre-defined locations basis.
- 2.5 SPTel may assign, re-assign and substitute its personnel with others having comparable qualifications and may provide Services through contractors or subcontractors but will remain responsible for the performance as if they were SPTel employees.

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 You acknowledge that we do not warrant or give any guarantee on continuous and uninterrupted performance of the Services.
- 3.3 You acknowledge and agree that we shall not be responsible under any circumstance for any loss, corruption or unavailability of data and/or system data security.
- 3.4 You acknowledge that we are not responsible to ensure or determine whether any privacy laws, regulations or other legal duties or restrictions apply to the data in your possession or data that you make available to us.
- 3.5 We do not warrant the accuracy, reliability or quality of any Content obtained through the Service.

4. Charges

- 4.1 The Charges payable in relation to each Order are billed on a time and materials basis and are invoiced as they are performed.
- 4.2 The Charges payable in relation to each Order do not include, and you will be invoiced for, shipping, installation, and distribution charges, as well as any applicable Taxes, or other charges such as transportation or fuel charges.
- 4.3 You are responsible for all incidental charges related to accessing, provisioning, maintaining, repairing the Service at your location(s).
- 4.4 All orders are non-cancellable and all amounts paid are non-refundable.
- 4.5 If you are required to withhold Taxes from payments owed to us under this Specific Terms as required by tax authority, the sum payable by you to us will be net of withholding taxes applicable. You will provide us, the Service Provider, any applicable withholding tax receipts as provided for under applicable law to evidence that you have remitted the withholding taxes to the applicable taxing authority.

5. Operational Terms and Conditions

- 5.1 You shall be responsible for:
 - 5.1.1 providing ready access to our authorised personnel to your premises and associated facilities for the purposes of validation, installation, management, configuration of the Service pursuant to an Order at such times as may be reasonably requested by us. Any failure to provide may result in delay in the Services;
 - 5.1.2 providing at your own cost, suitable space and appropriate conditions including power supply for your equipment associated to the Service;
 - 5.1.3 providing all internal wiring and sockets within your premises according to the relevant regulatory authorities and our specifications and guidelines required for the purposes of the installation of the Service;
 - 5.1.4 any activity (including operation, configuration, maintenance and management) beyond the perimeters stated in the SOW;
 - 5.1.5 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;
 - 5.1.6 the content of Customer Data and for your compliance with any privacy laws, regulations, or other legal duties applicable to your possession, transmission, processing, or use of Customer Data, including providing appropriate

notifications and communications to, and managing any complaints from, Data Subjects. We will take steps designed to ensure that the Customer Data you collect is used for its intended purpose;

- 5.1.7 maintaining the security of your own systems, servers, communications links, and data, and for providing secure access to those systems and data, including Personal Information;
 - 5.1.8 not disclosing Personal Information to us other than that which is reasonably required for us to carry out an Order, and then only during the time period reasonably required;
 - 5.1.9 ensuring appropriate privacy and security safeguards to prevent the unauthorized use and disclosure of Personal Information;
 - 5.1.10 guarding against misuse of any password provided by us, and change it upon our direction;
 - 5.1.11 not to transmit any data, including Customer Data, to us for processing for a purpose that does not comply with applicable law or regulations;
 - 5.1.12 providing reasonable cooperation to facilitate the parties' compliance with applicable law and regulation.
- 5.2 If you become aware that any use of the Service that violates the requirements of Clause 5.1 above, you must take prompt action to suspend the 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 terminate the service immediately.
- 5.3 You acknowledge and agree that the technical means by which we supply the Service is entirely at our sole discretion.
- 5.4 Our personnel will comply with reasonable site requirements agreed by us in writing before beginning Services. Changes in your site requirements thereafter may result in Service delays or increased charges. Except as provided in Clause 3, we will comply with all laws, rules and regulations applicable to the Services.

6 Termination Rights supplementing the General Terms

Without limiting the foregoing, Clause 2, 3, 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.