

## SPECIFIC TERMS– RESALE 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 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.
"Software"	Means the software license integrated into any other equipment provide by us.
"Equipment"	Means hardware and software provided by us and located on your premises.

## **2. Resell Service**

- 2.1 SPTel Pte. Ltd. (“SPTel”) shall not be responsible for the interoperability of the hardware, software, and/or part thereof which are not stated in the contract.
- 2.2 SPTel Pte. Ltd. sells hardware sourced from different suppliers, for whom they are the authorized distributors. The technical characteristics and documentation of this hardware is the responsibility of the supplier and is handed over as is by SPTel Pte. Ltd.
- 2.3 For Software purchased,
  - 2.3.1 SPTel Pte. Ltd. grants the customer the right to use each software programme ordered or which is integrated into hardware sold. The conditions under which this right of use is granted, and the obligations the customer accepts vis-à-vis the supplier of the software concerned, may be detailed in a licence issued by the latter and appended to the invoice and to these general terms. The customer undertakes to forward the terms of this licence to its end customer.
  - 2.3.2 In the absence of a licence and specific conditions, the right to use the software ordered or installed in hardware sold by SPTel Pte. Ltd. is limited to the operational implementation of a single copy of this software, to the exclusion of any right of reproduction, modification or correction of errors. SPTel Pte. Ltd. is not, under any circumstances, responsible for any problems that may affect the software, nor for the temporary interruption (in particular for correction, update or other reason) or permanent discontinuation, by the publisher of this software.
- 2.2 Customer is responsible for any activities and charges beyond SPTel’s demarcation, including the ordering and payment for cross-connect(s) between the Customer’s rack and SPTel’s demarcation
- 2.3 The risk of loss and/or damage to Equipment shall pass to you on the delivery date.
- 2.4 Delivery will be within Singapore only; Not applicable for export.
- 2.5 All standard documentation made available by the original manufacturer will be passed on to you in as-is condition.
- 2.6 You are to procure support services directly from authorized sources by original manufacturer and adhere to original manufacturer’s warranty process.
- 2.7 When the hardware sold, or the software supplied, is subject to a maintenance or update service from their supplier, ordering them from SPTel Pte. Ltd. entails the ordering of the service in question, the financial conditions of which are itemised in the commercial proposal and the invoice.
- 2.8 SPTel Pte. Ltd. may also provide itself or via the supplier or a third-party provider, additional services, such as installation, which will be subject to a separate order at conditions stipulated in the commercial proposal and the invoice.

### **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.
- 3.6 The Customer acknowledges that any hardware or software resold by SPTel from a principal vendor is provided “as-is” without any representations or warranties, express or implied, regarding its functionality, performance, reliability, security, or suitability for any particular purpose. SPTel shall not be liable for any defects, vulnerabilities, malfunctions, security breaches, or performance issues arising from the use, installation, configuration, or operation of such hardware or software. The Customer further acknowledges that any issues or disputes will be exclusively directed to the principal vendor, and SPTel shall not be liable for such claims under any circumstances.
- 3.7 SPTel shall not be responsible for any software or firmware upgrades, patches, updates, or modifications, whether provided by the principal vendor, the Customer, or any third party. The Customer acknowledges that failure to perform timely updates may lead to security vulnerabilities, performance issues, or service disruptions and assumes full responsibility for ensuring all necessary updates are applied as required by the principal vendor. SPTel shall not be liable for any losses, damages, security breaches, service interruptions, or performance downtimes arising from the Customer’s failure to implement necessary updates or from any defects, errors, or malfunctions resulting from such updates.
- 3.8 SPTel shall not be liable for any maintenance, support, response times, service levels, or issue resolution in relation to any services, hardware, or software, whether or not provided directly by SPTel. If the Customer obtains services from a third-party provider or the principal vendor, such services are governed by the terms and conditions of that provider, and any disruptions, defects, issues, or failures arising from third-party services are not attributable to SPTel, and SPTel shall not be liable for any resulting delays, losses or damages.

#### **4. Charges**

- 4.1 The Charges payable in relation to each Order are billed on One-time charge (OTC) 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 hardware delivery, shipping, installation, and distribution charges, as well as any applicable Taxes or other charges, including but not limited to transportation and 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.
- 4.6 The Customer confirms that the details provided above are accurate. The Customer acknowledges and agrees that there will be an administrative fee of \$800 (before GST) applicable if a request to change the site address is made after the submission of the Application Form.

#### **5. Liability**

- 5.1 The customer acknowledges that they are professionals, and in this respect, they are knowingly buying the hardware or software that is the subject of the agreement between the parties and state that they are adequately informed of the use and intended purpose of the hardware or software.
- 5.2 SPTel Pte. Ltd. may not be held liable for the incompatibility of the hardware or software with other equipment or software with which it is intended to be operated. In particular, SPTel Pte. Ltd. cannot be held liable for any direct or indirect, temporary or permanent impact the installation of equipment may have on an existing installed system.

#### **6. Transfer of Risk and Retention of Title**

- 6.1 The goods referred to on the delivery note and the invoice shall remain the property of SPTel Pte. Ltd. until the full price has been paid by the customer. The risks of loss,

theft or destruction will, nonetheless, be the responsibility of the customer as from receipt of the goods and until full payment of the price for a DAP delivery. Until such time as payment has been made in full and in cleared funds, to SPTel Pte. Ltd.,

(a) All sums due to it in respect of the goods referred to on the delivery note and the invoice, and

(b) all other sums which are, or which become due to SPTel Pte. Ltd. from the customer, the customer shall hold the goods to the order of SPTel Pte. Ltd.

- 6.2 SPTel Pte. Ltd. may bring an action for the price notwithstanding that property in the goods has not passed to the customer. Until such time as property passes to the customer, the customer shall upon request deliver up to SPTel Pte. Ltd. such of the goods as have not been resold to a value equal to the debt outstanding from the customer to SPTel Pte. Ltd. as of the date of the request. If the customer does not comply with this request, SPTel Pte. Ltd. may, during business hours, without notice, enter upon any premises owned, occupied or controlled by the customer where goods are situated or where SPTel Pte. Ltd. reasonably believes goods are situated and repossess the goods to a value equal to the debt outstanding from the customer to SPTel Pte. Ltd. as of the date of repossession, and the customer grants SPTel Pte. Ltd. an irrevocable licence for this purpose.

- 6.3 If the goods are resold before full payment has been made to SPTel Pte. Ltd., the latter reserves the right to claim payment of the retail price from the sub-purchaser. In the case of a cancellation of an order for goods due to a case of force majeure, or by the customer, the advance payments already collected will remain the property of SPTel Pte. Ltd.

**SCHEDULE A: CHARGES**

No.	Item	Charges
1.	One-Time Charge	Refer to the Order.
2.	Early Termination Charge for cancellation/termination of Order before Service commencement	One-Time Charge (if not yet paid) plus all costs and third-party liabilities incurred by us as of date of termination.

We reserve the right to charge for any ancillary services relating to the provision of the Services. 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.