

SPECIFIC TERMS – Business M2M

This Specific Terms form the agreement between you, the Customer, and SPTel Pte. Ltd. (Reg No.: 199700517K) (hereinafter referred to as “SPTel”, “we”, “us”, “our” and/or the “Supplier”, as the case may be), each a “Party” and collectively, the “Parties”, for the Business M2M Service 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.
“Business M2M Service” or “Service”	means the grant to you of the right to use the Service as specified in the Order (being the Business M2M Service Individual Data, Data Pooling or other available Business 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)’ Business M2M Services.
“Business M2M Service Plan”	means the Service option to which you subscribed in the Application Form.
“Content”	means, not limited to, messages, alerts, reports, information regarding M2M events generated by the systems supporting the Service and made available to you.
“Customer”, “you” or “your”, as the case may be	means the entity that executed the relevant Application Form to receive the Service.
“Customer Equipment”	means Equipment not owned by SPTel that is used with the Service, including customer routers and the SIM. For the avoidance of doubt, Equipment sold by SPTel to Customer is Customer Equipment.
“Fault”	means a fault or defect in the Service or any associated equipment or facilities that disrupts the Service (as may be set out in this Specific Terms).
“MRC”	means Monthly Recurring Charges and has the meaning ascribed to it in Clause 4.2.
“M2M”	means Machine-to-Machine.

“Network”	means the communications network, and the equipment and premises that are connected to the network that are used by SPTel.
“Order”	means the binding ordering document (including the relevant Application Form and any quotation accepted by you) specifying the Services, Service Term, quantities, applicable Charges, and/or any other commercial or technical details agreed between the Parties. Each Order forms part of and is governed by these Specific Terms and the General Terms.
“Service Condition”	has the meaning prescribed in Clause 7.1.
“Service Term”	means the minimum period of Service specified in the Order and any renewal term(s) thereafter. Unless otherwise agreed, the Service automatically renews monthly on the same terms (except Charges, which will follow prevailing rates) unless terminated by written notice at least thirty (30) days before expiry.
“SIM”	means a “subscriber identity module” card that is an integrated circuit storing user specific data.
“SPTel”, “Supplier”, “we”, “us” or “our”, as the case may be	means SPTel Pte. Ltd.

- 1.1 Unless expressed otherwise herein, all capitalized words, terms and expressions used in this Specific Terms shall have the same meaning and construction as defined or construed in the General Terms.
- 1.2 This Specific Terms, together with the Schedules annexed hereto, and all other conditions and policies, prevailing from time to time, shall form an integral part of the contract between you and us.

2. Business M2M Services

- 2.1 In relation to each Order, we will use reasonable endeavours to commence providing the Business 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 Business M2M Services. We reserve the right to add, remove and/or change any service features from time to time.
- 2.3 You agree that you shall use the Business M2M Services only for the purpose of establishing your M2M network or enabling M2M solution(s) 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 and 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. In that regard, you agree and consent to our collection and use of the said usage data for all purposes contemplated herein.
- 2.7 You acknowledge that the M2M Services provided are provided by third party(s) and resold by us to you. You agree to comply with all reasonable obligations and requirements of the third party(s) in relation to the Service on a back-to-back basis, as if they were incorporated in this Specific Terms.
- 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 Business 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 period, 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 the 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 various factors including 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 is*” 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 Continuous and/or 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 :-
- 4.1.1 SIM card fee;
 - 4.1.2 Service platform fee;
 - 4.1.3 Public APN fee;
 - 4.1.4 M2M Service Plan subscription fees for:
 - (a) Individual local data packs and/or SMS;
 - (b) Pooled local data packs and/or SMS.

The Charges payable in relation to each Order do not include Business 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 quotation(s).

- 4.2 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.
- 4.3 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.
- 4.4 All orders are non-cancellable and all amounts are non-refundable.

5. Operational Requirements

- 5.1 Customer, in connection with Customer Equipment, shall: (a) use Customer Equipment meeting SPTel specifications; (b) install and configure it at the agreed location(s) no later than the agreed delivery date or as otherwise agreed; (c) support and maintain it according to OEM recommendations, including prompt installation of security patches and updates; (d) be responsible for its configuration and compatibility with the Service; (e) promptly replace or correct any Customer Equipment that SPTel determines is incompatible with the Service or is likely to interfere with the Service or Network and reimburse SPTel for any additional costs SPTel incurs as a result; (f) after the Service terminates, give SPTel prompt access to and reasonable help with disconnecting it from the Service; and (g) record and dispose of it in accordance with applicable laws. The Customer acknowledges that failure to comply with this clause may prevent it from using the Service and excuse SPTel from liability for delays and failure to deliver the Service.

Customer Equipment: Device Requirements

- 5.2 Without prejudice to anything in this paragraph, all Customer Equipment used in connection with the Business M2M Service must meet the following minimum standards at all times during the Service Term:
 - (a) **3GPP Compliant**
Devices shall comply with the applicable 3GPP standards (i.e. 3rd Generation Partnership Project) for cellular M2M/IoT connectivity, including but not limited to 2G, 3G, 4G/LTE, LTE-M, NB-IoT, and 5G, where applicable, to ensure interoperability across supported networks.
 - (b) **Remote Firmware Upgrade (OTA Updates)**
Devices shall enable secure remote firmware updates to maintain compatibility, performance and security throughout the Service Term.

- 5.2.1 If the Customer Equipment fails to comply with any one or more of the minimum requirements set out in Clause 5.2, the Customer acknowledges and agrees that the performance, functionality and quality of the Service(s) may be reduced, impaired or less than optimal. SPTel makes no representation or warranty, whether express or implied, regarding uninterrupted availability, continuity of service or freedom from service degradation in the Business M2M Service(s), in particular where the Customer uses devices/hardware that do not meet any of the requirements in this clause.
- 5.2.2 The Customer shall fully indemnify and hold harmless SPTel, its affiliates and third party suppliers from and against any and all claims, losses, damages, liabilities, fines, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with the Customer's use of non-compliant devices/hardware, including those impacting third-party networks, or any disruption to the Service caused thereby.
- 5.2.3 Failure to comply with the foregoing requirements shall entitle SPTel, at its sole discretion and without liability, to suspend the Service or impose such remedial measures as may be necessary until compliance is achieved. Any costs incurred in connection with such remedial measures shall be borne solely by the Customer. All costs and expenses incurred by SPTel in connection with such remedial measures shall be borne exclusively by the Customer.
- 5.2 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.
- 5.3 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.
- 5.4 You acknowledge and agree that the technical means by which we supply the Business M2M Service is entirely at our sole discretion.
- 5.5 You are entitled to grant the right to access 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 the Service provided by you to your employees, clients, partners or other third parties.
- 5.6 You shall co-operate and provide assistance as is reasonably requested by us and our third-party suppliers to assist in the management of incidents.

6. Rights in Business M2M Services

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

7. Termination Rights supplementing the General Terms

- 7.1 Where the provision of the Business 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 shall be liable for Early Termination Charges.
- 7.2 Where the Business M2M Service is subscribed as a secondary service to other services provided by us, the termination of said services will automatically terminate the Business M2M Service. In this event, an Early Termination Charge in respect of the Business M2M Service 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 seriously affects the stability or the security of the M2M network; or
 - (b) the use or 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, Clauses 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.

SCHEDULE A: SERVICE SPECIFICATIONS

SPTel Business M2M Service is a solution that provides connectivity and associated service to the Customer Equipment.

The following table specifically describes the service offering.

Business M2M Service	
Service Offering	<ol style="list-style-type: none"> 1. 2 types of SIM Cards available: <ol style="list-style-type: none"> (a) <u>Normal SIM Card</u>: <ul style="list-style-type: none"> ▪ Designed for standard environmental conditions. ▪ Operating temperature range from -25°C to +85°C ▪ Form factor: 3-in-1 2FF/3FF/4FF (b) <u>Ruggedized SIM Card</u> <ul style="list-style-type: none"> ▪ Designed for M2M applications and for enhanced operation conditions ▪ Operating temperature ranges from -40°C to +105°C ▪ Form factor: 3-in-1 2FF/3FF/4FF 2. Data pooling bundle 3. Singapore coverage only 4. Public Internet APN or Private APN option

***Note: Customer Equipment Requirements**

The Customer shall ensure all Customer Equipment used in connection with the Business M2M Service shall comply with the following minimum standards at all times during the Service Term:

(a) 3GPP Compliant

Devices/hardware shall comply with the applicable 3GPP standards (i.e. 3rd Generation Partnership Project) for cellular M2M/IoT connectivity, including but not limited to 2G, 3G, 4G/LTE, LTE-M, NB-IoT, and 5G, where applicable, to ensure interoperability across supported networks.

(b) Remote Firmware Upgrade (OTA Updates)

Devices/hardware shall enable secure remote firmware updates to maintain compatibility, performance and security throughout the Service Term.

SCHEDULE B: CHARGES

<u>No.</u>	<u>Item</u>	<u>Charges</u>
1.	One-Time Charge	Refer to the Order.
2.	Monthly Recurring Charge	Refer to the Order.
3.	Usage Charge	Refer to the Order. Overage data charges: \$13.00 per GB
4a.	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 the date of termination.
4b.	Early Termination Charge for termination during Service Term	All Monthly Recurring Charges payable for the remainder of the Service Term.
4c.	Early Termination Charge for downgrading during Service Term	All Monthly Recurring Charges payable for the remainder of the Service Term.

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.