

## SPECIFIC TERMS – Business Mobile Broadband

These 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 Mobile Broadband Service, and may be amended by the Order / Application Form.

It is agreed between the Parties as follows:

### 1. Service Definitions

|                                                                 |                                                                                                                                                                                                                                |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Acceptance”                                                    | means in relation to a Service, the date of delivery of the SIM to the Customer (as evidenced by courier records) and shall be deemed conclusive whether or not the Service has been activated by the Customer or otherwise.   |
| “Content”                                                       | means, including but not limited to, messages, alerts, reports, information generated by the systems supporting the Service and made available to you.                                                                         |
| “Fault”                                                         | means a fault or defect in the Service or any associated equipment or facilities that materially impairs or disrupts the Service (as set out in these Specific Terms).                                                         |
| “Business Mobile Broadband (Business MBB) Service” or “Service” | means the grant to you of the right to use the Service as specified in the Order subject to and in accordance with the terms of this Specific Terms. SPTel is an authorized reseller of third party(s)’ Business MBB Services. |
| “Business Mobile Broadband Service Plan”                        | means the Service option to which you subscribed to.                                                                                                                                                                           |

## **2. Business Mobile Broadband (Business MBB) Services**

- 2.1 In relation to each Order, we will use reasonable endeavours to commence providing the Business MBB Services pursuant to such Order on the date of Acceptance for such Service. The Service shall be deemed commenced on the Acceptance Date. Such Service will thereafter be provided for the Service Term subject to the termination clauses of these 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 MBB Services. We reserve the right to add, remove or change any service features from time to time.
- 2.3 You understand that Business MBB Services are meant for light usage including but not limited to email, web surfing and point-of-sales transaction for their day-to-day business needs and uses a shared connection over our 4G/5G mobile network. The Service may not be suitable for applications such as video streaming, peer-to-peer streaming or downloading as such activities will cause congestion to the network and affect other customers using the Service.
- 2.4 We shall provide the management of the hardware and SIM card remotely as part of the Service. You shall be responsible for the rented hardware in your possession. Replacement of damaged or lost hardware is chargeable (refer to replacement of damaged or loss hardware charges in Schedule B).
- 2.5 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 or sufficient for their purposes.
- 2.6 You acknowledge that the Business MBB Services provided are provided by third-party providers and resold by us to you.
- 2.7 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.
- 2.8 Business MBB Services are capped according to the respective plan's monthly allowance in GB.

- 2.9 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 avoidance of doubt, any change to the subscription of Service will commence a new term for the Amended Service, which shall commence on the date of the change.
- 2.10 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.
- 2.11 The use of certain products or services is subject to the prevailing terms and conditions of our third-party vendors and licensors (“**Vendor Terms**”). You agree to review and accept these Vendor Terms as a condition of your order.

### **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:
- 3.2.1 Continuous and 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:-
  - 1.1.1. One Time Charge of the service; and
  - 1.1.2. Business MBB Service Plan subscription fees for LTE Router
- 4.2 Free bundled data shall be extended to local usage unless otherwise stated. Excess usage above the Free Local Data Bundle will be suspended until the next billing cycle.
- 4.3 The Charges payable in relation to each Order do not include, Business MBB 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 online quotation.
- 4.4 Monthly Recurring Charges (“MRC”) are payable upon activation of the Service. MRC will be prorated on the month of the activation or termination of the Service.
- 4.5 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.
- 4.6 All orders are non-cancellable and all amounts are non-refundable.

#### **5. Revision to Charges**

- 5.1 We may revise the Charges for the Services at any time and for any reason including (without limitation) where such revision arises from or is attributable to:
  - (a) any increase, variation, or introduction of fees, charges, costs, or pricing imposed by our third-party vendors, licensors, suppliers, carriers, partners or service providers;
  - (b) changes in law, regulations, taxes, duties, tariffs, levies, or governmental requirements;
  - (c) increases in operational, infrastructure, security, compliance, manpower, energy, logistics, or technology costs; and/or
  - (d) extraordinary or unforeseen circumstances or events beyond our reasonable control, including but not limited to global or regional economic disruptions, supply chain disruptions, pandemics, epidemics, acts of government, trade restrictions, sanctions, shortages of materials or components, or other similar events.
- 5.2 Any such revision shall take effect upon not less than thirty (30) days’ prior written notice to the Customer or such shorter period as may be required to comply with applicable law or third-party contractual obligations. Any revision shall take effect from the date specified in the notice.

## **6. Operational Terms and Conditions**

- 6.1 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.
- 6.2 Either Party detecting a Fault in the Business MBB 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.
- 6.3 You acknowledge and agree that the technical means by which we supply the Business MBB Service is entirely at our sole discretion.
- 6.4 You are entitled to grant the right of 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.

## **7. Data Protection**

- 7.1 Each Party shall comply with its respective obligations under applicable data protection laws, including the Personal Data Protection Act 2012 of Singapore. Where applicable, the Customer acknowledges and accepts that its and its individual users' Personal Data may be processed for inter alia, disclosure to law enforcement or other governmental authorities when required by law.
- 7.2 The Customer remains responsible for ensuring that all Personal Data provided to SPTel is collected lawfully. The Customer acknowledges that, in connection with the provision of the Services, SPTel and/or its third-party vendors may process Personal Data provided by or on behalf of the Customer. The Customer represents and warrants that it has obtained, and shall maintain, all legally valid consents, permissions and other lawful bases required under applicable data protection laws from data subjects for the collection, use and transfer of such Personal Data, including any transfer to SPTel and its third-party vendors for the purpose of providing the Services.
- 7.3 The Customer shall indemnify and hold SPTel harmless against any losses, penalties, claims or liabilities arising from the Customer's failure to obtain or maintain such consents or lawful bases.

## **8. Rights in Business MBB Services**

- 8.1 The provision of Business MBB Services pursuant to any Order does not give you any right, title or proprietary interest in the Business MBB Services.
- 8.2 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.
- 8.3 Except as expressly permitted under these Specific Terms or an Order, you must not grant any third party any right to use any Business MBB Services that has been provided to you.

## **9. Intellectual Property Rights supplementing the General Terms**

- 9.1 The Customer shall, at its own cost and expense, comply with and shall procure that its users, employees, contractors and agents comply with all applicable third-party intellectual property rights, licence terms, end user licence agreements, acceptable use policies and other requirements imposed by any of SPTel's third-party vendor whose equipment, software, firmware or services are used in connection with the Services. The Customer acknowledges that any breach of such third-party requirement may affect the provision of the Services.
- 9.2 Nothing in this Agreement grants the Customer any rights to use our marks or the marks of our third-party vendors or licensors without prior written consent.
- 9.3 The Customer shall indemnify and hold SPTel harmless against any claims, losses, damages, liabilities, costs and expenses arising from the Customer's failure to comply with such third-party requirements.

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

- 10.1 Where the provision of Business MBB Services are 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 Business MBB Services and you will be liable for Early Termination Charges.

- 10.2 Where the Business MBB Services is subscribed as a secondary service to other Services provided by us, the termination of said Services would automatically terminate the Business MBB Services. In this event, an Early Termination Charge in respect of the Business MBB Services may be payable.
- 10.3 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 that seriously affects the stability or the security of the Business MBB network; or
  - b. provision of the Service or any part of this Agreement becomes unlawful, unenforceable, invalid or illegal for any reason.
- 10.4 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.
- 10.5 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 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.
- 10.6 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.

## **11. Third-Party Vendors and Compliance**

### **11.1 Compliance with Third-Party Terms**

You acknowledge that the Business Mobile Broadband Service may be provided through, or rely on, infrastructure, software, or service components from SPTel's third-party vendors, manufacturers, suppliers and/or partners ("**Third-Party Providers**"). In that respect, you agree to:

- (a) comply with all applicable terms and conditions, end-user license agreements (EULAs), and usage policies of such Third-Party Providers, prevailing or amended from time to time; and

- (b) ensure that your authorized users and any person you permit to use the Business Mobile Broadband Service similarly comply with these third-party requirements,

which are incorporated into this Specific Term, by way of this Clause. It is your responsibility to enquire about or obtain a copy of the Third-Party Providers' requirements from us

#### 11.2 Independent Obligations

Your obligation to comply with Third-Party Provider terms is independent of, and in addition to, your obligations under this Agreement. Any breach of a Third-Party Provider's terms shall be deemed a material breach of this Agreement.

#### 11.3 Indemnity for Third-Party Breaches

You shall fully indemnify, defend, and hold harmless SPTel and its Third-Party Providers (including their officers and employees) from and against any and all claims, losses, damages, costs (including reasonable legal fees), and liabilities arising out of or in connection with:

- (a) any breach by you or your authorized users of a Third-Party Provider's terms or usage requirements; and/or
- (b) any act or omission by you that causes SPTel to be in breach of its own obligations to a Third-Party Provider.

### 12. **Authorized Reseller and Third-Party Product Warranty Disclaimer**

12.1 Reseller Capacity: You acknowledge that SPTel may be an Authorized Reseller or intermediary for certain hardware, software, licenses, cloud infrastructure or goods and services provided by Third-Party Providers in the Business Mobile Broadband Services ("**Third-Party Products**").

12.2 Pass-Through Warranties: All Third-Party Products are provided on an "**as-is**" and "**as-available**" basis by SPTel. To the maximum extent permitted by law:

- (a) the only warranties, service level guarantees, or maintenance obligations applicable to Third-Party Products are those provided directly by the relevant third-party manufacturer or vendor ("**Third-Party Warrantor**"); and
- (b) SPTel makes no independent representations or warranties, express or implied, regarding the performance, merchantability, fitness for a particular purpose, or non-infringement of any Third-Party Products.

#### 12.3 Limitation of Liability and Indemnity

- 12.3.1 You may only approach a Third-Party Warrantor for any defects to the Third-Party Products. SPTel shall not be liable for any loss, damage, or Business Mobile Broadband Service disruption arising from defects, vulnerabilities, or the "end-of-life" discontinuation of any Third-Party Product.
- 12.3.2 You shall fully indemnify and hold SPTel harmless against any claims, losses, or costs (including legal fees) incurred by SPTel arising out of your breach of any Third-Party Warrantor's terms or your use of the Third-Party Products in a manner not authorized by the manufacturer or vendor.

**SCHEDULE A: SERVICE SPECIFICATIONS**

SPTel Business Mobile Broadband (MBB) service is an innovative SIM solution to enable businesses to stay connected anytime, anywhere at a very competitive price. With multiple tier one Singapore mobile networks in a router, businesses can enjoy maximum internet uptime through seamless switching across multiple Tier 1 Singapore mobile networks.

The following table specifically describes the features and service options.

|                              | <b>Business<br/>150GB</b>           | <b>Business<br/>300GB</b> | <b>Business<br/>500GB</b> | <b>Business<br/>Unlimited</b> |
|------------------------------|-------------------------------------|---------------------------|---------------------------|-------------------------------|
| <b>Local Data Bundle</b>     | 150GB                               | 300GB                     | 500GB                     | Unlimited                     |
| <b>Excess Data Behaviour</b> | Data suspends until next bill cycle |                           |                           | Not applicable                |
| <b>Hardware Rental</b>       | Managed LTE Router                  |                           |                           |                               |

**Notes:**

- Includes 1-time free delivery.
- Subsequent delivery at \$40 per trip.
- Price before GST

**SCHEDULE B: CHARGES**

| <b>No.</b> | <b>Item</b>                                                                      | <b>Charges (Price before GST)</b>                                                                                      |
|------------|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| 1.         | One-Time Charge                                                                  | Refer to the Order.                                                                                                    |
| 2.         | Monthly Recurring Charge                                                         | Refer to the Order.                                                                                                    |
| 3.         | Usage Charge                                                                     | Refer to the Order.                                                                                                    |
| 4a.        | Early Termination Charge for cancellation/termination of Order before Acceptance | One-Time Charge (if not yet paid) plus all costs and third-party liabilities incurred by us as of 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.                                           |
| 5          | Hardware Replacement Cost due to loss or user negligence                         | Refer to the Order.                                                                                                    |
| 6          | Delivery charge                                                                  | Refer to the Order.                                                                                                    |

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.