

SPECIFIC TERMS – EDGE CLOUD

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 Edge Cloud 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 on which the Edge Cloud Service has been provisioned and made available to the Customer, including the provision of access credentials to the Cloud Management Portal (where applicable), as notified by SPTel to the Customer.
“Content”	means, not limited to, information, software, videos, images, messages, alerts, reports and sounds contained on or available through the customer portal and made available to you.
“Customer Data”	means data owned or supplied by you or authorised users to which SPTel is provided access in the course of providing the Services.
“Edge Cloud Service” or “Service”	means the grant to you of the right to use the Service, which is a public or private cloud service, subject to and in accordance with the terms of these Specific Terms and as may be specified in the relevant Order. The Edge Cloud Service may include infrastructure, software or services supplied by third-party providers and integrated, managed, hosted or otherwise provided by SPTel.
“Fault”	means a fault or defect in the Service or any associated equipment or facilities that disrupts the Service (as set out in these Specific Terms).
“Internet Services”	means Internet services offered by us
“IPVPN”	means Internet Protocol Virtual Private Network.
“Managed Security Services”	means managed cybersecurity services offered by us
“Service Plan”	means the Service option to which you subscribed.

2. Edge Cloud Service

- 2.1 In relation to each Order, we will use reasonable endeavours to commence providing the Edge Cloud Service 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 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 Service. We reserve the right to add, remove or change any service features from time to time. Upon successful subscription to Edge Cloud Service, you would be entitled to access our online system(s) via a single user ID as provided by us.
- 2.3 SPTel IPVPN, or Internet Services, are pre-requisites for connecting to the Service. Managed Security Services may be offered separately. You may apply for the service(s) using the respective Application Forms.
- 2.4 It is your sole responsibility to ensure that the collection, use, disclosure and any other handling of data that occurs in relation to use of the Service (including its data) is in compliance with all applicable laws and regulations.
- 2.5 To the extent Customer Data constitutes personal data, you shall be deemed to be the data controller and SPTel shall act solely as a data processor. 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.
- 2.6 We may refer to you any matter raised to us received from a third party relating to personal data collected, used, stored or disclosed by you in connection with the Service. You must handle all referred matters at your 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.
- 2.7 You may select to upgrade your subscription to a higher tier of Service or downgrade your subscription to a lower tier of Service at any time using our Application Form. There will be no Early Termination Charges applicable in the event that you upgrade your subscription to a higher tier of Service. However, Early Termination Charges will be applicable if you downgrade your subscription to a lower 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.
- 2.8 In the event that there is a change to the subscription of Service pursuant to Clause 2.7 above, you may be required to temporarily stop accessing, using and/or shutdown the existing Service until change of subscription of Service is in place.

- 2.9 You acknowledge and agree that the Service is provided subject to availability of resources including without limitation, network and cloud infrastructure, manpower, and Service provisioning time required by us to provide the Service. Unless otherwise stated otherwise in the applicable Order (including the Application Form), the Service shall be available in Singapore only. Any additional countries, territories, zones, or coverage areas shall apply only if expressly identified in the Schedules and the applicable Order or Application Form. The speed, availability and functionality of the Service may vary depending on coverage, location, connectivity, network infrastructure, customer configuration, internet access, resource availability, 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.
- 2.10 You shall be responsible to subscribe to adequate Services to ensure proper functioning and performance, including high availability or redundancy, of your applications.
- 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 warranty of merchantability and 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 software 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 third party software license, 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.
- 4.2 If there is a Fault in any month which entitles you to receive a Service Credit Rebate (as set out in these Specific Terms), the relevant Service Credit Rebate will be applied

to the Charges for the following month. Such Service Credit Rebate (if any) shall be your sole and exclusive remedy (and our sole and exclusive liability) in respect of such Fault.

- 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. 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 You shall be responsible for:
 - 6.1.1 procuring and maintaining, at your own expense, all and any equipment, resources or software you need to implement and use the Service, unless otherwise agreed in writing with us;
 - 6.1.2 properly configuring and using the Service and taking steps to maintain appropriate security, access controls, protection and backup of Customer Data;
 - 6.1.3 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;

- 6.2 We shall be responsible for the maintenance of the Service pursuant to an Order in our core network infrastructure only.
- 6.3 You acknowledge and agree that the technical means by which we supply the Service is entirely at our sole discretion.
- 6.4 We shall be entitled to conduct such audits and tests, at our cost, on the Service 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 these Specific Terms and the Order are strictly adhered to.
- 6.5 You are entitled to grant rights 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.
- 6.6 You acknowledge and agree that it is your responsibility to backup all data whilst using the Service.
- 6.7 You agree that you shall completely erase and destroy all data on cloud storage upon termination of the Service. You shall be deemed to have fully backed up all data on cloud storage upon termination of Service. We shall not in any way be responsible for any loss of data.

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 Edge Cloud Service

- 8.1 The provision of Edge Cloud Service pursuant to any Order does not give you any right, title or proprietary interest in the Service.
- 8.2 You do not have any rights to:
- 8.2.1 modify, alter, tamper with, repair, or otherwise create derivative works of the Service;
 - 8.2.2 reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of the Service;
 - 8.2.3 access or use the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas;
 - 8.2.4 resell or sublicense the Service;
 - 8.2.5 attempt to disable or circumvent any security mechanisms used by the Service;
 - 8.2.6 use the Service to perform a malicious activity; or
 - 8.2.7 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 Edge Cloud Service 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 Edge Cloud Service 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 Edge Cloud Service and you will be liable for Early Termination Charges.
- 10.2 Where the Edge Cloud Service is subscribed as a secondary service to other Services provided by us, the termination of said Services would automatically terminate the Edge Cloud Service. In this event, an Early Termination Charge in respect of the Edge Cloud Service 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 that seriously affects the stability or the security of our core system and 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 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.
- 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 Edge Cloud 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 authorised users and any person you permit to use the Edge Cloud Service similarly comply with these third-party requirements,

which are incorporated into these Specific Terms, 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 authorised 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. Authorised Reseller and Third-Party Product Warranty Disclaimer

12.1 Reseller Capacity: You acknowledge that SPTel may be an Authorised Reseller or intermediary for certain hardware, software, licenses, cloud infrastructure or goods and services provided by Third-Party Providers in the Edge Cloud 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 Edge Cloud 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 authorised by the manufacturer or vendor.