



SERVICES AGREEMENT

SERVICE SCHEDULE 3 - MANAGED VOICE SERVICE

1. The Managed Voice Service Agreement ("**Service Agreement**") supplements the terms and conditions set forth in the CITIC Trading Terms and collectively referred to as "**CTT**". This shall serve an agreement for any future dealings with CUSTOMER NAME ("**Customer**")
2. CITIC Managed Voice Service ("**Service**") offerings consist of (i) the provisioning of hardware devices such as Gateway, IP-PBX and/or IP Phones (collectively referred to as "**Equipment**") which is available through a minimum of 2 years contract ("**Service Term**") deployed at the Customer specified location(s), (ii) the staging, physical installation and configurations of the Equipment at such locations(s), (iii) the management and support of the Equipment, (iv) issue resolution, device fault and configuration management, and (v) providing voice services. The Service is provided, in part, via a Gateway connected to an analog or digital PABX or an IP-PBX to accommodate users with IP Phones. CITIC may utilize contractors and sub-contractors for some or all of the Service.
3. Customer acknowledges that the Service will not be available:
 - during an electrical power outage affecting the Service location;
 - if Customer's broadband connection service has been disrupted and not restored;
 - if the Service has been suspended or disconnected for any reason, including Customer's non-payment;
 - due to network congestion or other problems affecting the network.
4. Your broadband Internet provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. You acknowledge and agree that we are not responsible for the blocking of ports by your broadband Internet provider or any third party or any other impediment to your usage of the Service, and any loss of service, which may result thereafter.
5. Customer agrees to order the Service for the contract term specified in the applicable Service Agreement. The Services are contracted on a minimum 2 (2) years basis. After the initial contract term, CITIC may continue to provide the Service on a month-to-month basis, subject to Customer's continuing payment of the applicable fees.
6. The specific charges for the Service shall be specified in the applicable Service Agreement. All recurring charges associated with the Service shall be billed by CITIC in advance. Any non-recurring charges, other than any initial upfront one-time charges, shall be billed monthly in arrears.
7. Right to Terminate/Early Cancellation/Early Termination Charges.

Notwithstanding anything contained in the Service Agreement or the Basic Terms and Conditions to the contrary, CITIC reserves the right to terminate the Service for any reason whatsoever by giving Customer not less than ninety (90) days prior written notice thereof. A decision by CITIC to terminate the Service may be based upon, but not limited to, a determination by CITIC that the rules, regulations or policies of the Infocomm Development Authority (IDA) or similar regulatory body, or any applicable government agency or entity may cause the Service to be unlawful, unprofitable, impractical or undesirable.

If Customer terminates the Service prior to the end of the applicable Service Term (or if CITIC disconnects the Customer,

Customer shall be obligated to pay CITIC an early termination charge equal to the applicable MRC for the terminated Service(s) multiplied by the number of months remaining in the applicable Service Term. Both parties acknowledge that the foregoing amounts are an accurate estimation of CITIC actual damages caused by any such cancellation or early termination and are not intended as a penalty.

All hardware provided in conjunction with the Service, other than Hardware on outright purchase by the Customer, remains the property of CITIC and shall be returned upon the termination of the Service. CITIC reserves the right to bill the Customer as per Appendix A, if it is found to be wilfully damaged or lost.
8. You shall solely be responsible and liable and shall indemnify and keep indemnified CITIC and/or its agents against all losses and liabilities caused by you when using the Services.
9. You shall use the service in accordance with the directions of CITIC and CITIC shall not be



liable for any losses, damages, claims, liabilities, costs or expenses suffered or incurred resulting from the failure to do so.

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10. The Service is provided on an “as is” and “as available” basis and you agree and accept that you will use the Service at your sole risk. We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement to the fullest extent allowed by law. No advice or information whether oral or written, obtained by you from us or through the Service will create any warranty not expressly made in this Agreement. Without prejudice to the foregoing, we will not be liable for any delay or failure to provide the Service, or any interruption or degradation of the Service quality which may arise from the following:

- an act or omission of any underlying carrier, service provider, vendor, reseller, any other third party, by you or any person using the Service provided to you;
- CPE, network or facility failure, shortage, relocation, upgrade or modification;
- CPE, service, network or facility failure caused by the loss of power;
- force majeure events such as but not limited to acts of God, acts of nature, strikes, fire, war, riots, acts of terrorism and government actions;
- outage of, or block of ports by, your broadband Internet service provider, any third party or other impediment to usage of the Service caused by any third party;
- any third party’s services, CPE, software, network or facility including fixed line phone wiring system and PABX; or
- any other cause that is beyond our control, including, without limitation, a failure of or defect in any CPE, the failure of an incoming or outgoing communication, the inability of communications to be connected or completed or forwarded;
- Insufficient bandwidth to support an acceptable voice quality per our recommended bandwidth requirements per voice channel (90 Kbps for uncompressed voice and 30 Kbps for compressed voice).

11. You shall solely be responsible and liable and shall indemnify and keep indemnified CITIC and/or its agents against all losses and liabilities caused by you when using the Services.

12. You shall use the service in accordance with the directions of CITIC and CITIC shall not be liable for any losses, damages, claims,



APPENDIX A

1. With reference to Clause 7:

Package A (with PSTN/Analog ports)	Charges
1-15 users	SGD1500
16- 30 users	SGD2000
31-60 users	SGD2500
61-200 users	SGD3000
Package B (with ISDN port(s))	Charges
1 - 15 users	SGD2000
16 - 30 users	SGD2500
31 - 60 users	SGD3000
61 - 200 users	SGD3500
Package C (with CITIC SIP lines)	Charges
1 - 15 users	SGD800
16 - 30 users	SGD900
31 - 60 users	SGD1600
61 - 200 users	SGD2000

1.1 Damaged or lost within Service Term

Charges in Appendix A multiplied by 50% and add charge equal to Monthly Recurring Charge multiplied by the number of remaining months in the applicable Service Term.

1.2 Damaged or lost after Service Term

Charges in Appendix A multiplied by 50%.

For both above scenarios, current contract will be void. A new minimum Service Term will start afresh from the date of replacement of the Hardware and a Reinstallation Charge of \$350 borne by the Customer should the Customer agrees to continue the Service with CITIC. Otherwise, the contract is deemed to have ended.