



Services Agreement

Service Schedule 4 – Data Services

The following terms and conditions (“**Terms and Conditions**”) shall govern the Services (as defined below) made available by CITIC Telecom International (SEA) Pte. Ltd. (“**CITIC**”). By accepting the Contract (as defined below), the Customer is deemed to have accepted these Terms and Conditions and agree to be bound by the Agreement (as defined below).

These Terms and Conditions herein may be amended by CITIC from time to time and the Customer shall be bound by any such amendments. Such amendment shall take effect as from such date as CITIC may determine and CITIC shall notify the Customer of such changes from time to time. The Customer’s continuous use of the Services after being notified of the revised terms shall be deemed Customer’s acceptance of the modified Terms and Conditions.

1. Definitions and Interpretations

1.1 In the Agreement the following words and expressions shall have the following meanings:

“Agreement” means the agreement made between CITIC and Customer for provision of the Services including without limitation the Contract, the Service Order Form, these Terms and Conditions, Service Report and any other schedules, addendums and/or annexures attached to the Contract each of which form an integral part of the Agreement;

“Authorised User” means any person duly authorized by the Customer to use or access the Services using the User Code provided by CITIC;

“Authorities” means government, quasi-government, statutory, quasi-statutory and regulatory authorities or bodies including without limitation the Info-communications Media Development Authority of Singapore;

“Commencement Date” means the date, as recorded in the Service Report or any other document from CITIC, on which the Services are successfully deployed or Equipment successfully installed at the Installation Address and is ready for use by the Customer;

“Contract” means the contract signed by CITIC and accepted by the Customer setting out details relating to the Services and/or the Equipment, to be provided, including the Minimum Contract Period;

“Charges” all activation/connection, disconnection, reconnection, subscription, installation, service call and administrative charges and other charges to be paid by the Customer for or relating to the Service or the



Services Agreement

Service Schedule 4 – Data Services

	Equipment;		where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;
“Customer”	means any person or company who applies for the Services by signing and returning the Contract to CITIC;		
“Equipment”	means such hardware, device or equipment which the Customer uses to obtain or access the Services;	“IP”	means internet protocol;
“Fee”	refers to the periodic recurring service charge (on a monthly basis unless stated otherwise in the Contract) and any other charges including usage and advance charges (if any) in respect of each Service as more particularly set out in the Contract and/or the Service Order Form;	“Minimum Contract Period”	shall mean a minimum period of time as indicated in the Contract which both Parties agree to commit in respect of the Agreement and unless expressly stated otherwise in the Contract such Minimum Contract Period shall be for a period of twenty-four (24) consecutive months from the Commencement Date;
“Installation Address”	means such location designated by the Customer for the installation of the Equipment and/or provision of the Services;	“Parties”	means the CITIC and the Customer;
“Intellectual Property”	means trademarks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, semi-conductor topography rights, database rights and all other similar rights in any part of the world (including know-how) including, without limitation,	“Service Report”	means a report duly signed by the Customer indicating that the Services have been successfully provided and/or the Equipment properly installed;
		“Services”	include provision and installation of the Equipment or Software, support and maintenance services for the Equipment, provision of voice over IP services, provision of IP-based VPN services or other IP-based services, including the



Services Agreement

Service Schedule 4 – Data Services

	provision of internet access, co-location and hosting of servers, provision of email, provision of storage services and any other services as may be offered from time to time by CITIC, as more particularly set out in the Contract and/or the Service Order Form;	1.5	References to a statute, legislation, code or guidelines shall include any modification, extension or re-enactment thereof then in force and all instruments, orders and regulations.
		2.	Service
		2.1	CITIC agrees to install the Equipment and/or provide the Services to the Customer on the terms and conditions of the Agreement.
		2.2	The Customer shall sign a Service Report upon the successful installation of the Equipment and the Customer is able to access the Services. In the absence of a signed Service Report, CITIC shall be entitled to treat the installation of Equipment and the provision of Services as duly installed or provided.
“Service Order Form”	means the service order form duly signed by the Customer and CITIC in respect of the provision of Services;	3.	Minimum Contract Period
		3.1	The Customer agrees to subscribe for the Services for the Minimum Contract Period as indicated in the Contract.
“Software”	refers to any software programme and firmware including any upgrades provided to the Customer as part of the Service or which allows the Customer to access the Service;	3.2	The Customer agrees that the Agreement shall commence on the Commencement Date and shall continue for the Minimum Contract Period. This Agreement will automatically be renewed on a monthly basis upon the expiration of Minimum Contract Period.
		3.3	Upon expiry of Minimum Contract Period, the Fees and Charges will be based on CITIC’s prevailing rate at the time of expiry of the Minimum Contract Period.
“User Code”	means the unique identification code assigned by CITIC to the Customer to allow the Customer to access the Service; and	4.	Changes or Variation in Services and/or Equipment
		4.1	If the Customer wishes to change the Services by way of service upgrade, it shall notify CITIC of its intention in writing. If CITIC is able to accede to the request made by the Customer, CITIC shall use commercially reasonable endeavours to implement the service upgrade after the Customer’s request or such other dates as CITIC may agree with the Customer.
“VPN”	means virtual private network.	4.2	No downgrade of the Services is permitted during the Minimum Contract Period.
1.2	Words importing the singular shall include the plural and vice versa and words importing one gender shall include the other gender.	4.3	CITIC shall, in its sole and absolute discretion, determine whether any change in Services is an upgrade or downgrade
1.3	Reference to person includes individual, partnership, corporation and/or unincorporated association.		
1.4	The clause headings are used for reference only.		



Services Agreement

Service Schedule 4 – Data Services

and the Customer shall be bound by CITIC's determination thereof.

4.4 CITIC reserves the right to replace, vary or amend the Services and/or Equipment set out in the Contract and/or Service Order Form if for any reason whatsoever it is unable to provide the aforesaid Services and/or Equipment. In such event, the Contract and/or Services Order Form shall be amended or deemed amended to reflect the amended Services and/or Equipment and corresponding Fees and Charges.

5. Customer's Obligations

5.1 The Customer undertakes to use the Services and/or the Equipment in accordance with such conditions as may be notified in writing to the Customer by CITIC from time to time.

5.2 The Customer shall strictly adhere to: -

- (a) Any and all applicable Singapore laws relating to the use of the Services and/or the Equipment, and
- (b) Such code of practice, regulations, guidelines, instructions that the Authorities may issue from time to time relating to the use of the Services and/or the Equipment.

5.3 Without limitation to the generality of the foregoing, the Customer undertakes not to use the Services and/or the Equipment:

- (a) for any illegal or improper purpose or for the purpose of sending any message which is abusive or offensive or of an obscene or immoral nature;
- (b) to post or transmit any programme or software which contains a virus, worm, or other harmful element;
- (c) for any purpose or programme that is against the public interest, public order, national or religious harmony;
- (d) to copy, upload, post, publish, transmit, reproduce, or distribute in any way or manner whatsoever, information, software, or other material which is protected by copyright or other proprietary right, without obtaining permission of the copyright owner;

(e) to gain access to any computer system or resources connected to internet without the prior authorization by the rightful owner;

(f) in contravention of the Internet Code of Practice, any regulations, guidelines, codes, directions or instructions that the Authorities may issue from time to time relating to the Service;

(g) to access confidential or proprietary information or database unless permission to do so has been granted by the rightful owners or holders; or

(h) otherwise in a manner which constitutes a violation or infringement of the rights of any person (including to rights of confidentiality) or a violation or infringement of any statutory duty or obligation or any duty or obligation in contract, tort or otherwise, to any third party.

5.4 CITIC shall not be held responsible for any data retrieved, stored or transmitted through the Service and/or the Equipment by the Customer.

5.5 The Customer shall, when required by CITIC or the Authorities, provide its full assistance and cooperation in any investigation into any alleged violation of any law or regulation in relation to the use of the Services and/or the Equipment.

5.6 The Customer shall ensure that all Authorized Users of the Services shall strictly comply with and observe the terms and conditions of the Agreement and acknowledge that it shall be solely liable for all acts or omission of the Authorized Users.

6. User Codes

6.1 CITIC shall assign a User Code to the Customer to allow the Customer access to the Service.

6.2 CITIC shall have the absolute discretion to change the User Code and forthwith assign a new User Code to the Customer where CITIC has reason to believe the User Code has been compromised and/or used by a third party without the knowledge, consent, permission of the Customer.



Services Agreement

Service Schedule 4 – Data Services

- 6.3 CITIC shall have the right to cancel the User Code:
 - (a) upon the termination of the Agreement; or
 - (b) where, in the opinion of CITIC, the Customer has breached its obligations under the Agreement.
- 6.4 The Customer shall take all such measures as may be necessary (including but not limited to changing its password from time to time) to protect the secrecy of its User Code and/or password. The Customer shall keep the User Code secret and shall not reveal or disclose the User Code to any person except to its Authorized Users.
- 6.5 The Customer shall:
 - (a) notify CITIC immediately where there are grounds for suspecting or believing that a third party is using the User Code without the knowledge, consent or permission of the Customer or its servants, employees or agents; and
 - (b) be solely responsible for all charges incurred in respect of the Services when access to the Services is obtained through the use of any User Code, regardless of whether such use has been duly authorized or otherwise.
- 6.6 IP address, email account, the User Code and any other identification codes allocated by CITIC to the Customer for access to the Services shall remain the sole and exclusive property of CITIC.
- 6.7 CITIC shall have the right to restrict access to computer systems and information stored within CITIC's network in any manner deemed appropriate by CITIC.
- 6.8 CITIC may, at its sole discretion, if it deems appropriate, vary, amend or suspend the Services or any part thereof including but not limited to the removal of content of web pages hosted on its servers and the blocking the transmission of emails through its network without notice to the Customer and shall not be liable for any loss, claims, damages or expenses incurred by the Customer thereby.
- 6.9 Provision of the Equipment is subject to its availability. As part of the hardware support and maintenance services for the Equipment, CITIC may, at its absolute and sole discretion, decide which hardware model or hardware features are required to be installed or to replace the existing Equipment as and when necessary.
- 7. Charges and Payment**
- 7.1 The Customer shall pay to CITIC the Fee and the Charges indicated in the Contract.
- 7.2 CITIC shall invoice the Customer for the Services from the Commencement Date in respect of the Services and/or the Equipment. Any periodic recurring Fees shall be prorated accordingly.
- 7.3 CITIC will issue an invoice to the Customer on such basis as provided in the Contract. The invoice will reflect the Fee and/or Charges and due date for payment. Unless expressly stated otherwise in the Contract, payment shall be made within fourteen (14) days from the date of the CITIC's invoice.
- 7.4 CITIC shall be entitled to charge an administrative fee of fifteen percent (15%) of the total contract value plus tax (if applicable) in the event the Customer cancels the Agreement after the Contract is signed, in addition to the aggregate of all sums that would have been payable during the Minimum Contract Period.
- 7.5 CITIC shall be entitled to charge interest on all amounts due and payable under the Agreement at the rate of twenty-four percent (24%) per annum. Interest shall accrue daily on all outstanding amounts including accrued default interest from the date of payment until full payment is received by CITIC (as well as before and after judgment) notwithstanding the termination of the Agreement.
- 7.6 The Customer will be liable for and shall pay on demand to CITIC any charges incurred by any unauthorized or illegal log-ins for any reason whatsoever.
- 7.7 The Customer shall be solely responsible for all Charges incurred through the use or purported use (regardless whether it is authorized) of the Customer's account with CITIC including without limitation internet roaming charges, local loop charges and charges imposed by third parties.



Services Agreement

Service Schedule 4 – Data Services

7.8 The Customer may request CITIC to attend at the Installation Address in respect of any Services failure or disruption. CITIC reserves the right to impose Charges for the site visit even if it is subsequently determined that the failure or disruption is attributable to CITIC’s fault.

7.9 The Customer shall be responsible for all taxes, duties, levies, and other similar charges, arising out of or in connection with the Agreement.

7.10 The Fee and Charges exclude any taxes (“TAX”). The Customer shall pay to CITIC, in addition to any amount payable under the Agreement, the amount of the TAX. This includes but is not limited to Goods and Services Tax (“GST”) and Withholding Tax (“WHT”).

8. Termination

8.1 The Agreement shall be terminated upon the occurrence of any one of the following events: -

8.1.1 if the Customer

(a) (being an individual) dies or receives a statutory demand against him or a petition for a bankruptcy order is made against him; or

(b) (being a company) enters into liquidation (voluntary or otherwise) save for the purpose of reconstruction or amalgamation;

(c) enters into any compromise or arrangement with its creditors or a receiver or a manager or administrator is appointed over the whole or part of the undertaking of the Customer;

8.1.2 the Customer defaults in the payment of any sum which becomes due and payable to CITIC under the Agreement;

8.1.3 the Customer shall commit a breach of any terms and conditions of the Agreement including failure

to observe Minimum Contract Period of the Agreement; or

8.1.4 the Customer shall cease or threaten to cease to carry on its business or shall be unable to pay its debts as they fall due, notwithstanding any subsequent acceptance by CITIC of any payment under any invoice issued by it.

8.2 Upon termination of the Agreement under clause 8.1 above, the Customer shall without prejudice to CITIC’s right to claim damages, become immediately liable to pay to CITIC an amount comprising

(a) all arrears of Fees and/or Charges and other monies accrued due and unpaid under the term of the Agreement;

(b) the aggregate of all sums that would have been payable during the unexpired term of the Minimum Contract Period; and

(c) all and any other sums due under the Agreement.

8.3 CITIC shall use its best endeavor to continue providing the Services to Customer during the term of the Agreement. However, as CITIC has no control over the governmental rules and regulations or any other conditions pertaining to the Services it reserves its right to cease providing the Service to Customer in the event any such restriction of rules and regulations prevents it from providing the Services or which results in the unavailability or withdrawal of Service for any reason whatsoever without being liable for any loss (including loss of profit), damages or claims that the Customer may have for such suspension or cessation of the Services.

8.4 After the Minimum Contract Period, the Agreement may be terminated by the Customer by giving CITIC not less than 35 days written notice of termination for services rendered or used in Singapore or 95 days if the service is rendered or used outside Singapore.

9. Suspension of Service

9.1 Without prejudice to any other rights or remedies of CITIC, CITIC may at any time



Services Agreement

Service Schedule 4 – Data Services

and in its sole discretion, suspend the Service or any other service provided by it without incurring any liability for loss or damages and for whatsoever reason including but not limited to

(a) where CITIC suspects that the Customer's account has been compromised or accessed by an unauthorized person or

(b) where any monies payable by the Customer for the Service or that other service are not settled in full when due.

10. Limitation of Liability

10.1 To the extent permitted by law, all conditions and warranties in relation to the Services (including any connected Software, network and associated equipment/hardware) are excluded. The Services and Equipment provided by the CITIC under the Agreement are provided on an "AS IS" and "AS AVAILABLE" basis.

10.2 To the extent permitted by law and in respect of economic loss, CITIC shall not, under any circumstances, be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatsoever the cause thereof:

(a) for any increased costs or expenses;

(b) for any loss of profit, revenue, goodwill, business or contracts; or

(c) for any other consequential, indirect or special liability, loss or damage or loss of any nature whatsoever (including loss of damage suffered by the Customer as a result of an action brought by a third party unless expressly stated otherwise in the Agreement), suffered by the Customer arising directly or indirectly from the provision or use of the Services or any error, defect, interruption or non-availability of the Services and/or the performance, non-performance or delayed performance of any of the obligations on the part of CITIC under the Agreement.

10.3 CITIC's liability, if any, to the Customer is limited to the actual direct damages incurred by the Customer, which in any event shall not exceed the total contract Fee received by CITIC from the Customer under the Agreement.

10.4 The Customer expressly acknowledges that CITIC is not the original manufacturer or supplier of the Equipment or owner of the Software. The Customer accordingly agrees and acknowledges that no condition, warranty or representation of any kind is given by CITIC or its agents with respect to the Equipment or the Software. All conditions, warranties or representations, express or implied, statutory or otherwise, as to the quality description or otherwise of the Equipment or the Software or as to its fitness for any purpose are hereby expressly excluded.

11. Indemnity

11.1 Customer shall at all times fully and effectively indemnify and hold harmless CITIC against any losses, damages, claims, suits, proceedings, liabilities, costs (including legal costs and disbursements on an indemnity basis) which CITIC may suffer, directly or indirectly, by reason of or arising from the provision of the Services and/or the Equipment or the Customer's use of the Services and/or Equipment or any third party claims arising from the Customer's acts, omissions or misrepresentations in breach of the Agreement.

12. Intellectual Property

12.1 The Parties acknowledges and agrees that all the Intellectual Property rights in and to the Services and the Equipment are and shall remain the sole and exclusive property of CITIC.

12.2 The Customer agrees and warrants that it shall not infringe, pass off, dilute, reverse engineer, hacked into, tamper with the Intellectual Property in the Services, Software and/or Equipment.

13. Confidentiality

13.1 The Customer shall not divulge, use or exploit any confidential information which may or may have come to his or its knowledge by reason of or in connection with the Agreement, and shall use all



Services Agreement

Service Schedule 4 – Data Services

efforts to prevent its employees, officers, agents and consultants from so acting, except with the prior written consent of CITIC or where required to be disclosed pursuant to any applicable law or legal process used by any court or the rules of any relevant regulatory body.

13.2 CITIC agrees not to disclose or communicate to any third party any confidential information of the Customer which has come to its knowledge by reason of or in connection with the Agreement, except with the prior consent of the Customer or where required for any of the following purposes:

- (a) planning, provisioning and billing for Telecommunication services or equipment to be provided by CITIC;
- (b) managing bad debt;
- (c) fraud prevention;
- (d) disclosure as required by law or the rules of any relevant regulatory body.

13.3 CITIC agrees not to make use of any information gathered from the Customer for the purposes of direct marketing of goods or services provided by any third party.

14. Force Majeure

14.1 CITIC shall not be in default of or to have breached any provision of the Agreement as a result of any act, omission, delay, failure in performance or interruption of Service, resulting directly or indirectly from acts of God, acts of civil or military authorities, riots or civil disturbances, wars, strikes or other labor disputes, acts of third parties, vandalism, fires, transportation contingencies, power failure, interruptions in Telecommunications or internet services or network provider services, failure of equipment and/or Software, other natural catastrophes such as earthquakes, floods, tsunamis or any request, direction or order from any Authority or any other occurrences which are beyond CITIC's control.

15. No Re-sale

15.1 The Customer shall not resell or otherwise provide the Service or allow the use of the Equipment to any third party without

CITIC's prior written consent, whether or not for profit or otherwise.

16. Assignment

16.1 This Agreement shall bind the Parties and apply to the benefit of each Party's successors-in-title and permitted assigns.

16.2 The Customer shall not assign the Agreement, in whole or in part, without CITIC's prior written consent. Any attempt to assign the Agreement without consent as specified in this clause will be null and void.

16.3 CITIC may from time to time and at any time assign its rights and/or transfer its benefits in whole or in part to any party without the consent of the Customer.

17. Retention of Title

17.1 Title to any Equipment sold by CITIC to the Customer shall remain with CITIC until full payment is received by CITIC.

17.2 The Customer agrees to keep in safe custody all Equipment provided by CITIC in connection with the Service and agrees not to remove, delete or otherwise make obscure any identification mark placed on such Equipment to indicate that the Equipment belongs to CITIC. The Customer agrees to compensate CITIC the full value of the Equipment (as may be indicated in the Contract) in the event of any damage, loss or theft whilst such Equipment is in the possession or custody of the Customer.

18. Waivers

18.1 Failure by either Party, at any time, to require performance by the other Party or to claim a breach of any provision of the Agreement shall not be construed as a waiver of any right accruing under the Agreement, nor shall it affect any breach or the effectiveness of the Agreement or any part hereof, or prejudice either Party with respect to any action. A waiver of any right accruing to either Party pursuant to the Agreement shall not be effective unless given in writing.

18.2 The rights and remedies provided in the Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).



Services Agreement

Service Schedule 4 – Data Services

19. General Provisions

19.1 Notices under the Agreement may be delivered by hand or courier or pre-paid registered post (by first-class pre-paid air mail if to or from an address outside Singapore) or by facsimile to the registered office or principal place of business of the parties or such other address as may from time to time have been notified by the other party in writing. Notice will be deemed given:

- (a) if given or made by letter, 48 hours after posting (exclusive of the day of posting) if sent by one party to the other party, where both Parties are in Singapore or if sent to or from an address outside Singapore, 14 days after posting (exclusive of the day of posting);
- (b) if delivered by hand or courier, on the date of delivery; and
- (c) if sent by facsimile, 24 hours after the time of transmission.

19.2 No communication from the Customer may be effected by email or any other electronic media without the prior written consent of CITIC and shall not be deemed received by CITIC until such electronic communication has actually been received by CITIC in a format readily decipherable.

19.3 Any typographical, clerical or other error or omission in any sales literature or other document or any information issued by CITIC shall be subject to correction without liability on the part of CITIC.

19.4 The Agreement embodies all the terms and conditions agreed upon between the parties as to the subject matter of the Agreement and supersedes and cancels in all respects all previous agreements and undertakings, if any, between the parties with respect to the subject matter hereof, whether such be written or oral.

19.5 If any provision of the Agreement is held or interpreted by any governmental authority to be illegal or invalid under present or future laws or regulations effective and applicable during the term of the Agreement, such provisions shall be fully separable and the Agreement shall be construed as if such illegal or invalid provision had never comprised a part of the

Agreement and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from the Agreement.

19.6 No variation, modification or waiver of any provision of the Agreement nor consent to any departure by any party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by that party, and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

19.7 Any waiver of any breach of the Agreement shall not be deemed to apply to any succeeding breach of the provision or of any other provision of the Agreement. No failure to exercise and no delay in exercising on the part of CITIC of any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in the Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

19.8 The covenants, conditions and provisions of the Agreement which are capable of having effect after the expiration or termination of the Agreement shall remain in full force and effect following such expiration or termination.

19.9 A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enjoy or enforce any of its terms.

19.10 The Contract is governed by, and shall be construed in accordance with, the laws of Singapore and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore.