



Services Agreement

Trading Terms (“CTT”)

PART 1 – TRADING TERMS

1. TERMS

These Trading Terms apply to all Service Orders and Provisioning Requests accepted by CITIC Telecom International (SEA) Pte. Ltd. (“CITIC”).

2. SERVICE ORDERS FOR SERVICES

2.1. The Customer may submit a Service Order requesting that CITIC provide the Services specified in the Service Order.

2.2. Subject to CITIC:

- (a) accepting the Service Order (which acceptance may be express or implied by conduct and is subject to CITIC's rights under **clause 10**); and
- (b) receiving any other necessary information substantially in the form prescribed by CITIC, the Services specified in the Service Order will be provided in accordance with these Trading Terms and the applicable Service Schedule and Pricing Schedule.

2.3. CITIC has no liability for charges, costs or expenses incurred by or on behalf of the Customer to another Provider or other third party prior to the applicable Service Start Date.

2.4. The Services will be provided for the Minimum Period.

2.5. Subject to **clause 2.4**, the parties may agree to align Services under the same or a different accepted Service Orders to have a common Renewal Date.

2.6. If the Customer does not wish some or all of the Services to continue beyond the Renewal Date for those Services, it must provide notice of cancellation to CITIC at least 90 days prior to that Renewal Date. If no such notice is given, the Services are automatically renewed as and from that Renewal Date for the Renewal Period.

2.7. If the Customer gives notice of cancellation in accordance with **clause 2.6**, the applicable Services will be cancelled with effect from the Renewal Date and **clause 16** will apply to the affected Services.

2.8. If the Customer cancels any Services after CITIC has accepted the Service Order but prior to the Service Start Date for those Services, **clause 16.5** will apply to the affected Services.

3. SUPPLY OF SERVICES

3.1. CITIC :

- (a) will determine how the Services are provided, select the Providers, port the numbers or any services to CITIC 's preferred Providers (to the extent that preselection is available or applicable), or to arrange least cost routing of traffic;
- (b) will invoice the Customer for all Charges incurred in connection with;
- (c) the use of the Designated CLIs and Services; and
- (d) the installation of the Services or any Equipment;
- (e) will carry out any actions necessary or incidental to give effect to this clause (including signing and submitting on the Customer's behalf any necessary authority forms or other details required to provide the Services);
- (f) may vary the terms of any Service Schedule at any time upon notice to the Customer, provided the change is not inconsistent with these Trading Terms; and

(g) may engage subcontractors or other Providers to supply some or all of the Services.

3.2. If CITIC proposes to vary the specifications of the Services (including the way in which CITIC delivers the Services to the Customer), in a way that will have a material adverse effect on the Customer's day to day use of the Services, CITIC will not make that variation without obtaining the Customer's prior written consent (such consent not to be unreasonably withheld).

3.3. Subject to this **clause 3.2**, CITIC may vary the specifications of the Services (including the way in which CITIC delivers the Services to the Customer), at any time without giving the Customer any notice of such variation.

4. PROVISIONING

4.1. The Customer may at any time issue a Provisioning Request to CITIC. CITIC may in its absolute discretion accept or reject any Provisioning Request issued to it.

4.2. CITIC may issue a Provisioning Request Confirmation on receipt of all necessary technical information from the Customer. Subject to **clause 4.3**, the issue of a Service Order Confirmation constitutes acceptance by CITIC of the Provisioning Request to which it relates, subject to the terms of that Service Order Confirmation.

4.3. The Customer must notify CITIC of any requested changes to the Provisioning Request Confirmation within two (2) Business Days of receipt. If the Customer does not notify CITIC of changes within two (2) Business Days, the Customer is deemed to have accepted the Provisioning Request Confirmation. CITIC may agree to requested changes and may alter the Charges or the CITIC Ready for Service Dates accordingly. If the parties cannot agree any requested changes to a Provisioning Request Confirmation within five (5) Business Days of CITIC issuing the Provisioning Request Confirmation (or such longer period agreed in writing by the parties), the Provisioning Request will be deemed to have been rejected by CITIC.

4.4. The Customer is liable for all Charges incurred in implementing or arising out of an accepted Provisioning Request and Provisioning Request Confirmation. If Services are being cancelled, additional payments may apply in accordance with **clause 16**.

4.5. Subject to **clause 4.6**, CITIC will provision the Services in accordance with the accepted Provisioning Request and the applicable Provisioning Request Confirmation. For new Services, a Completion Notice will be issued after the Services have been implemented and the Customer is liable for all Charges for the new Services from the date specified in the Completion Notice.

4.6. The Customer agrees to provide all necessary assistance, cooperation and information reasonably required by CITIC to implement the accepted Provisioning Request and Provisioning Request Confirmation. CITIC is not liable for any delays or charges arising from a failure of the Customer to comply with this clause.

4.7. If the Customer cancels any Services after CITIC has accepted the Provisioning Request but prior to the Service Start Date for those Services, **clause 16.5** will apply to the affected Services.

4.8. Unless otherwise agreed in writing by the parties, the Minimum Period for new Services provisioned under this clause is the longer of:



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- (a) the longest Minimum Period applicable to; and
- (b) 24 months from the Service Start Date for the new Services.

5. MATTERS RELATING TO SERVICES

5.1. The Customer acknowledges that:

- (a) the Services may not be free from fault or interruption;
- (b) the Services may be unavailable during Planned Outages or unscheduled maintenance period;
- (c) no warranties or guarantees are given as to the currency, availability, accuracy, security or quality of any information received or accessed using the Services or the Website;
- (d) the Customer is solely responsible for any reliance on or use of the information received or that is accessed when using the Services or the Website.

5.2. CITIC is entitled, without incurring any liability to the Customer and without prejudice to its rights under **clause 16**, to suspend any Services immediately where:

- (a) there is a Planned Outage;
- (b) it is necessary due to a Force Majeure Event;
- (c) CITIC considers it is necessary for repair, maintenance or service of any part of a Network, subject to the terms of any applicable Service Level Guarantee;
- (d) CITIC has a right under the Agreement to terminate, cancel or suspend the Services;
- (e) CITIC suspects that there has been fraudulent or illegal use of the Services or a Designated CLI;
- (f) CITIC believes that there is excessive or unusual use of the Services;
- (g) an Emergency occurs; or
- (h) CITIC believes the Customer has breached the Agreement and has not remedied that breach within the period specified in CITIC's notice;
- (i) CITIC believes the Customer is jeopardising the operation or quality of a carrier's Network or the services the carrier supplies to its customers; or
- (j) the Customer poses an Unacceptably High Credit Risk,

and CITIC will end the suspension as soon as reasonably practicable after the event or circumstance requiring the suspension has ceased (if applicable) or in the case of **clause 5.2(h)** only, the Customer has remedied the breach within a further period (as specified by CITIC in writing).

6. CONSULTING SERVICES

6.1. If CITIC has agreed to provide Consulting Services, then at the Customer's request CITIC will provide such Consulting Services at the Charges agreed and on the terms (including any Service Level Guarantees) applicable to those Consulting Services as specified by CITIC from time to time.

6.2. The Service Order may specify credits to a nominal dollar value that may be used by the Customer for value-added services (including consultancy projects) as agreed in writing by CITIC at its then applicable standard rates. Any unused credits will expire upon cancellation or termination of any Services to which those credits relate.

6.3. It is solely the Customer's responsibility to decide whether or not to implement any recommendations made pursuant to the Consulting Services or to act in reliance upon any estimate, opinion, conclusion or other information provided as part of those Services. In providing the Consulting Services CITIC will rely upon its general telecommunications experience but ultimately will act on the Customer's written directions.

6.4. CITIC makes no warranty as to the accuracy or reliability of any estimate, opinion, conclusion or recommendation or other information provided as part of the Consulting Services (which may vary at any time without notice), and to the maximum extent permitted by law, disclaims all liability for any loss or damage that may be suffered by the Customer through relying upon the Consulting Services (or anything omitted from the Consulting Services), even if such loss or damage was reasonably foreseeable.

7. DATA SERVICE LEVEL GUARANTEES

7.1. The Services may be supported by a Service Level Guarantee. Depending on the Service Level agreed in writing by the parties, the Service Level Guarantee may entitle the Customer to receive a rebate if it is breached.

7.2. CITIC will endeavour to supply the Services in accordance with or in excess of the Service Levels (if any), but a breach of a Service Level or Service Level Guarantee is not a breach of the Agreement.

7.3. The Service Level Guarantee will not apply to supply of the Services where:

- (a) the interruption is due to a Planned Outage or an Emergency;
- (b) there is a failure or malfunction with the Customer's property, any Customer Equipment, computer software or power supply to the Premises;
- (c) the failure is as a result of an act or an omission by the Customer or a person under the Customer's direction or control (other than if the act or omission is at CITIC 's direction), including a breach of the Agreement;
- (d) the failure is due to a Force Majeure Event;
- (e) the Customer fails to notify CITIC of the events giving rise to a claim for any rebate based on an alleged breach of a Service Level Guarantee within 14 days of the event occurring; or
- (f) the failure arises by reason of a requirement imposed upon CITIC by a Government, statutory or other relevant authority with jurisdiction over the Services.

7.4. If a rebate is payable for a failure to meet a Service Level Guarantee:

- (a) the maximum amount payable for any failure to meet a Service Level Guarantee in any one calendar month cannot exceed the total Charges payable by the Customer in that month for the Service affected by the failure. Where necessary, this amount will be calculated on a pro-rata basis;
- (b) the Service Level Guarantee may impose a cap on the amount of rebate payable in relation to a single incident;
- (c) any rebate payable under the Service Level Guarantee is the Customer's sole and exclusive remedy under the Agreement for that failure;
- (d) if an incident occurs in one calendar month and continues into the next calendar month, any rebate will be calculated for the entire period of the outage, but will be subject to the limits of the calendar month in which the incident first occurred; and
- (e) if the circumstances of a single event or sequence of events are such that a rebate may be claimed for more than one type of failure to meet a relevant Service Level Guarantee, the Customer's entitlement to obtain a rebate is limited to receiving only one rebate, being that rebate which CITIC determines (acting in good faith), will provide the greatest benefit to the Customer.



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8. CHARGES

- 8.1. The Customer is liable for all Charges incurred by or on behalf of it under any accepted Service Order or Provisioning Request.
- 8.2. The Charges are calculated in accordance with the Pricing Schedule or the CITIC Standard Price List (unless stated otherwise in the applicable Service Schedule).
- 8.3. The CITIC Rates:
 - (a) will be specified in the Pricing Schedule or an accepted Provisioning Request;
 - (b) unless stated otherwise in the applicable Service Schedule, apply to the Services from their respective Service Start Dates, but only if CITIC or its preferred Provider is used to supply the Services;
 - (c) apply until CITIC's receipt of a notice of cancellation of the Services to which those CITIC's Rates apply, or a request to transfer or preselect some or all of the Designated CLIs to another Provider; and
 - (d) apply only if payment for the Charges is made in accordance with **clause 9**.
- 8.4. Except to the extent that the CITIC Rates apply to a Service or as otherwise specified in the Agreement, the Charges are calculated using the applicable rates for that Service specified in the CITIC Standard Price List at the time the Charges are incurred.
- 8.5. If the CITIC Rates cease to apply in accordance with **clause 8.3**, the Charges are calculated using the applicable rate in the CITIC Standard Price List.
- 8.6. CITIC may vary:
 - (a) the CITIC Rates at any time by providing notice to the Customer to reflect:
 - (i) any increase or decrease in charges passed on to CITIC by any Provider; or
 - (ii) the impact of an Exchange Rate Variation on CITIC's costs of providing the Services.

Any such variation will take effect from the start of the first billing period not less than 30 days after the notice is given;
 - (b) the CITIC Standard Price List at any time without notice to the Customer. Any such variation will take effect from the start of the first billing period not less than 30 days after the date that the latest version of the CITIC Standard Price List is posted by CITIC to the Website; and
 - (c) the service charge imposed by CITIC on any payment modes at any time by providing notice to the Customer. Any such variation will take effect from the start of the first billing period not less than 30 days after the notice is given.
- 8.7. The CITIC Rates may also be varied by the written agreement of the parties. Any agreed variation in the CITIC Rates will take effect from the start of the first billing period not less than 30 days after the change is agreed.
- 8.8. CITIC may round up any Charge to the nearest cent before GST is applied.
- 8.9. The minimum monthly Charges payable by the Customer will be the greater of \$50 (exclusive of GST) (or such other amount notified in writing by CITIC) and the amount of Charges actually incurred by or on behalf of it under any accepted Service Order or Provisioning Request in the applicable billing period.

9. INVOICING and PAYMENT

- 9.1. CITIC will invoice the Customer for the Charges. Invoices may be provided in paper format or electronically. Electronic invoices are subject to any terms and conditions that apply to CITIC's online services from time to time. To the extent of any inconsistency between the Charges specified in an invoice and those accessed electronically via the Website, the Charges specified in the invoice will prevail.
- 9.2. The Customer may in writing request that the Charges be invoiced to specified cost centres, billing entities or other formats. Acceptance of any such request is subject to CITIC's reasonable requirements and in any event is not retrospective in operation. The Customer at all times remains liable for all invoiced Charges irrespective of whether the Charges are allocated in any particular way.
- 9.3. The Customer is responsible for any Tax, subject to CITIC first providing a tax invoice. Any such Tax will be payable by the Customer in accordance with **clause 9.4**. If the Customer is required under the law of any jurisdiction outside Singapore to deduct or withhold any sum as a Tax imposed on or in respect of any amount due or payable to CITIC, the Customer must make such deduction or withholding as required and the amount payable to the CITIC must be increased by any such amount necessary to ensure that CITIC receives a net amount equal to the amount which it would have received in the absence of any such deduction or withholding.
- 9.4. The Customer must pay the Charges (other than any disputed amount withheld in accordance with **clause 9.7**) in full within the Payment Period. Unless otherwise agreed, payment must be by direct deposit into CITIC's nominated account. A service charge may apply to any payments.
- 9.5. No implication arises that the Charges set out in an invoice are not payable in circumstances including, but not limited to, the following:
 - (a) not all Charges incurred in a billing period are included in the same invoice;
 - (b) incorrect invoices are issued and amended or additional invoices are subsequently issued.
- 9.6. Subject to **clause 9.7**, if some or all invoiced Charges are not paid within the Payment Period, CITIC may, without prejudice to its rights under **clause 16**, do any or all of the following:
 - (a) by notice cease using the CITIC Rates in respect of the Services and assess the Charges by reference to the applicable rates in the CITIC Standard Price List until payment in full (including interest and other charges) is made;
 - (b) impose interest on the outstanding amount from the due date until it is paid in full at the rate of two per cent (2%) per month;
 - (c) by seven (7) days notice suspend availability of the Services, without terminating the Agreement, until payment in full (including interest and other charges), is made;
 - (d) report the default to a credit reporting agency; and
 - (e) charge a reminder notice fee of 50 cents.
- 9.7. If the Customer in good faith genuinely disputes any invoiced Charges, the Customer may withhold the disputed amount, but only if on or before expiry of the Payment Period:
 - (a) the undisputed amount of the invoice is paid in full; and



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- (b) notice is given of the dispute, setting out details of the amount disputed, the reasons for the dispute and the basis for calculating the disputed amount

CITIC will investigate the dispute and (if applicable) raise it with the Provider. The Customer acknowledges and agrees that CITIC's decision (or the Provider's decision if applicable) on the disputed amount is final. If the disputed amount is found to be payable (in whole or in part), then the Customer must pay that amount within 14 days of receiving notice of the decision. Invoiced Charges that are not disputed in good faith within one (1) month of the date of an invoice are deemed to be correct.

- 9.8. CITIC may offset any amounts payable to the Customer (including rebates and any amount payable under **clause 12.5(c)**) against any outstanding Charges.

10. CREDIT ASPECTS

10.1. The Customer consents to CITIC obtaining at any time a credit report from a credit reporting agency.

10.2. If:

- (a) any credit report obtained pursuant to **clause 10.1** is in CITIC's view unfavorable; or
(b) the Customer has breached **clause 9.4** on two or more occasions; or
(c) the Customer poses an Unacceptably High Credit Risk,

CITIC reserves the right (without prejudice to its rights under **clause 16**), to:

- (i) require the Customer to provide a Security or to increase the amount of any existing Security or provide an additional form of Security; or
(ii) impose a Credit Limit for any Charges that may be incurred under the Agreement.

10.3. Any Security required under **clause 10.2** must be provided in a form and method acceptable to CITIC within seven (7) days of the date of CITIC's notice.

11. CUSTOMER OBLIGATIONS

11.1. The Customer is responsible for:

- (a) controlling access to and use of the Services, except to the extent otherwise agreed in writing by the parties;
(b) controlling access to and use of any passwords provided by CITIC (including but not limited to the Customer's personal identification numbers);
(c) ensuring that the services are used only in accordance with the agreement and all applicable laws;
(d) ensuring the security of any communications made using the Services or any Customer Equipment connected to the Services. CITIC does not guarantee or warrant the security or privacy of any communications made using the Services; and
(e) payment of all Charges, even if it resells, or distributes any of the Services.

11.2. The Customer must comply with any Acceptable Use Policies that are applicable to the Services.

11.3. The Customer must not knowingly introduce or allow the introduction of any virus, worm, trojan horse, zombie, keylogger or other malicious code into the Services or any Network.

12. PURCHASE OF EQUIPMENT

12.1. A range of Equipment may be offered for sale for the Customer's use with the Services. Subject to CITIC's rights under **clause 10** and any Credit Limit imposed by CITIC under that clause, the Customer may at any time

order such Equipment (at CITIC's then current list price) using a Service Order or Provisioning Request for the Equipment. CITIC may in its absolute discretion accept or reject such an order.

12.2. The following conditions apply to any Purchased Equipment:

- (a) title to any Purchased Equipment does not pass and remains with CITIC until the Purchased Equipment is paid for in full; and
(b) the Purchased Equipment is at the Customer's risk immediately on delivery to the Customer, irrespective of when payment is due from the Customer. Consequently, if any Purchased Equipment is damaged, lost or stolen after delivery the Customer will still be liable to pay CITIC for it in full.

12.3. The Customer accepts exclusively the applicable terms and conditions of the manufacturer's warranty in respect of all Purchased Equipment and agrees that CITIC has no obligation to the Customer for any malfunction of or damage to any Purchased Equipment.

12.4. The Customer acknowledges that it has relied upon its own skill and judgement in selecting the Purchased Equipment.

12.5. If the Customer is in breach of its payment obligations under **clause 9** or the Services under an applicable Service Order have been cancelled or terminated, and the Purchased Equipment has not been returned to CITIC on written request, then:

- (a) CITIC may without notice re-take and resume possession of any Purchased Equipment that has not been entirely paid for and may through its authorized representatives enter the Customer's premises or any other premises where the Purchased Equipment may be kept without being liable for any loss or damage occasioned by such action;
(b) the Customer indemnifies CITIC against any claim made against CITIC for loss or damage arising out of any permissible actions taken in accordance with **clause 12.5(a)**; and
(c) on retaking possession of the Purchased Equipment CITIC may at CITIC's discretion credit the Customer's account with an amount equal to the amounts (if any) paid by the Customer in respect of the Purchased Equipment prior to the date of repossession, less the costs incurred by CITIC in connection with the repossession.

13. CITIC EQUIPMENT

13.1. This clause only applies if CITIC is providing CITIC Equipment as part of the Services.

13.2. The Customer is granted a non-exclusive, non-transferable, restricted licence to use the CITIC Equipment in accordance with the Agreement for its business purposes only.

13.3. Title to the CITIC Equipment is retained by CITIC or (if applicable), the third party (including any Provider), involved in the supply of the Services and nothing in the Agreement will be construed as conferring ownership upon the Customer. The Customer acknowledges that despite any law to the contrary or an affixation of the CITIC Equipment to the Premises, the CITIC Equipment is and remains the property of CITIC or the relevant third party.



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13.4. CITIC reserves all rights in the CITIC Equipment not expressly granted to the Customer.

13.5. The Customer must:

- (a) operate the CITIC Equipment with due care and skill; and by using appropriately qualified personnel;
- (b) comply with all CITIC's reasonable directions in respect of any CITIC Equipment;
- (c) not allow any CITIC Equipment to be altered, repaired, serviced, moved or connected to or disconnected from any power source other than by personnel approved by CITIC;
- (d) not transfer, sell, hire or give away any CITIC Equipment or any of its rights in any CITIC Equipment; and
- (e) assume all risk of loss or damage to any CITIC Equipment while it is in its possession or control (except to the extent of CITIC's negligence).

14. INFORMATION

14.1. The Customer:

- (a) will promptly provide CITIC with all information that CITIC (including CITIC's contractors and agents) may reasonably require in order to fulfil its obligations under the Agreement or any of its contractual obligations to any Provider or other supplier;
- (b) authorises CITIC to obtain such information as CITIC may need from time to time from any Provider for the purpose of fulfilling its obligations under the Agreement or as otherwise required or permitted by law;
- (c) authorises CITIC to obtain from or give to any credit providers named in a credit report or credit reporting agency, information about the Customer's credit arrangements which may include any information as to the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers or credit reporting agencies are allowed by law to give or receive;
- (d) consents to CITIC and any Provider involved in the supply of the Services exchanging call charging and other information concerning the Customer's account (including End User Service Information); and
- (e) consents to CITIC using End User Service Information for the purpose of marketing other services to the Customer.

14.2. The Customer consents to CITIC collecting and authorises CITIC to use, exchange or disclose any information provided by the Customer (including End User Service Information) with CITIC's Providers, contractors and agents to the extent necessary to install and supply the Services.

15. CONFIDENTIALITY

15.1. The Customer acknowledges that the contents of the Agreement and any pricing or product information (including in any proposal) provided by CITIC, constitutes commercially sensitive and confidential information, except to the extent that it is published on a publicly available portion of the Website. The Customer agrees not to disclose that information to any third party without CITIC's prior written consent, unless legally compelled to do so, and then only after providing notice to CITIC of the making of that order.

15.2. CITIC acknowledges that the information supplied by the Customer or received by CITIC from a Provider in relation to the Services is commercially sensitive and may contain confidential information. Subject to its rights under **clauses 9 and 14** and CITIC's privacy policy, CITIC

agrees not to disclose to any third party any information provided by the Customer and that the Customer asserts is confidential information without the Customer's prior written consent, unless CITIC is legally compelled to do so, and then only after providing notice to the Customer of the making of that order.

16. TERMINATION and CONSEQUENCES

16.1. CITIC is entitled to terminate:

- (a) the Agreement or any Services with immediate effect without notice to the Customer if:
 - (i) subject to **clause 9.7**, the Customer fails to pay in full the Charges due under an accepted Service Order or Provisioning Request within 14 days of the end of the Payment Period;
 - (ii) the Customer breaches the Agreement;
 - (iii) the Customer is subject to an Insolvency Event; or
 - (iv) the Customer breaches any licence, permit, authorisation or law relating to the use of any of the Services; or
- (b) Services on 30 days notice if CITIC's right to provide those Services is revoked, terminated or otherwise restricted as a result of government action, regulatory change, or any action lawfully taken by a Provider under any agreement between the Provider and CITIC for the supply of the Services.

16.2. The Customer is entitled to cancel any Services with immediate effect on giving notice to CITIC if CITIC is subject to an Insolvency Event.

16.3. Subject to **clause 16.5**, either party is entitled to cancel any Service without reason by providing at least 90 days prior notice.

16.4. On cancellation or termination of Services or the Agreement for any reason:

- (a) CITIC may cease providing the Services with immediate effect;
- (b) all Charges and any other amounts owing by the Customer for those Services, including the amounts calculated in accordance with **clause 16.5**, are immediately due and payable; and
- (c) the Customer must, in relation to the cancelled Services, immediately return to CITIC or permit CITIC to take possession of:
 - (i) all CITIC Equipment; and
 - (ii) any Purchased Equipment that has not been fully paid for.

16.5. In addition to any Charges due under the Agreement, if:

- (a) the Customer cancels some or all of the Services with effect from prior to the expiry of the Minimum Period or, if applicable, any Renewal Period, other than in accordance with **clause 16.2**;
- (b) the Customer cancels some or all of the Services in accordance with **clause 2.8**;
- (c) the Customer cancels some or all of the Services in accordance with **clause 4.7**; or
- (d) CITIC terminates the Agreement or any Services in accordance with **clause 16.1(a)**, the Customer will pay to CITIC as a genuine estimate of the loss CITIC will incur from early cancellation of the Services, the aggregate of:
 - (i) any early cancellation payments for the Services calculated in accordance with the applicable Service Schedule; and
 - (ii) any Charges for any Consulting Services provided to the Customer, calculated at CITIC's standard rates, except to the extent that the



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Customer has already paid for those Consulting Services.

16.6. The Customer acknowledges that, in line with industry practice, termination or cancellation of the Agreement or any Services (other than in accordance with **clause 16.1.1**), does not mean that the Services will automatically cease to be supplied. In addition to terminating or cancelling the Agreement or the Services, the relevant Service must be either:

- (a) transferred to a new service provider; or
- (b) cancelled on the Customer's written direction in accordance with the procedures in **clause 4**, and the Customer remains liable for all Charges incurred in relation to the Services until they are either cancelled, or transferred to the gaining service provider, notwithstanding any termination of the Agreement.

16.7. The Agreement continues, unless terminated earlier, until all Services have been cancelled or transferred in accordance with **clause 16.6**.

16.8. Despite any provision in the Agreement to the contrary, the effective date of cancellation of Services or termination of the Agreement will be the date on which CITIC ceases to provide any Services to the Customer.

17. LIMITATION OF LIABILITY

17.1. To the extent permitted by law, CITIC is not liable to the Customer (or any party claiming through the Customer), in tort, contract or otherwise for any:

- (a) loss of profits, opportunity, revenue, data, goodwill, business or anticipated savings; or
- (b) indirect or consequential damage, even if such loss or damage was reasonably foreseeable.

17.2. CITIC's liability under the Agreement is limited to a sum equal to the total amount paid or payable by the Customer under the Agreement in relation to the Services affected by the circumstances giving rise to the claim for the period of 12 months prior to the date of the liability arising.

17.3. Notwithstanding any other provision of the Agreement, the Customer is liable to CITIC (including CITIC's directors, officers, employees, contractors and agents) for and indemnifies CITIC and its directors, officers, employees, contractors and agents against any loss, damage, claim, proceeding and cost (including all legal costs on an indemnity basis), including as a result of a third party claim against CITIC arising out of:

- (a) the use or attempted use (including fraudulent use), by any person (including the Customer), of a Service or equipment connected to a Service;
- (b) any information, data, images, graphics or material produced, stored, transmitted, accessed, downloaded or used by the Customer or any other person using the Services;
- (c) any loss or damage caused by the Customer Equipment stored at the Location, or the acts or omissions of employees of the Customer at the Location;
- (d) any breach by the Customer of the Agreement, including the Acceptable Use Policies; and
- (e) any loss or damage to any CITIC Equipment while it is in its possession or control (except to the extent of CITIC's negligence).

18. FORCE MAJEURE

18.1. Notwithstanding any other provision in the Agreement, neither party will be liable for any delay or failure in performance of any part of the Agreement, other than for

any delay or failure in an obligation to pay money, to the extent that such delay or failure is attributable to a Force Majeure Event.

18.2. Each party's obligations under a Service Order affected by the Force Majeure Event will be suspended to the extent of the Force Majeure Event. The parties will work together in good faith to minimise the impact of any Force Majeure Event (including implementing any commercially practicable workarounds).

19. REGULATORY ASPECTS

19.1. The Customer:

- (a) consents to CITIC disclosing any information in relation to the Customer's account or use of the Services to the extent required by any law enforcement agency without notifying the Customer of the request or the information provided;
- (b) acknowledges that CITIC may be required to intercept communications over the Service and may also monitor usage of the Service and communications sent over it as required by law;
- (c) must promptly comply with any direction issued by any Government agency or regulatory authority, including the IDA, in connection with the supply of the Services;
- (d) will co-operate with CITIC if CITIC is required to comply with any such direction (which may include suspending Services); and
- (e) will provide reasonable assistance in any investigation by a Government agency or regulatory authority in connection with the supply of the Services in which CITIC is involved, whether or not required by law to do so.

20. NOTICES

20.1. Subject to **clause 20.6**, All notices, consents, requests and other communications required to be given under the Agreement must be in writing and delivered or sent by mail or fax to the Customer's address or fax number on the Service Order, or to CITIC at: CITIC Communications (Singapore) Pte Ltd

*1 Fusionopolis Walk
#06-11 North Tower Solaris
Singapore 138628
Facsimile: (+65) 6580-7388
Attention: General Manager*

20.2. Subject to **clause 20.3** a notice, consent, request or other communication under the Agreement is, in the absence of earlier receipt, regarded as given and received:

- (a) if it is delivered, on delivery at the address of the relevant party;
- (b) if it is sent by mail, on the third Business Day after the day of posting, or if to or from a place outside Singapore, on the seventh Business Day after the day of posting; and
- (c) if it is sent by fax, at the time and on the day it was successfully sent.

20.3. If a notice, consent, request or other communication under the Agreement is given and received on a day that is not a Business Day or after 5.00 pm (local time in the place of receipt) on a Business Day, it is regarded as being given and received at 9.00 am on the next Business Day.

20.4. Either party may change its address or fax number for service by providing not less than seven (7) days prior notice to the other party.



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20.5. Where CITIC has prescribed a form of notice for the purposes of the Agreement, “in writing” means in that prescribed form.

20.6. A notice of termination of the Agreement must be delivered or sent by mail or fax only.

21. MISCELLANEOUS

21.1. The Agreement constitutes the entire agreement and understanding between the Customer and CITIC in relation to its subject matter. All previous negotiations and representations (express or implied) are excluded to the maximum extent permissible at law or in equity.

21.2. CITIC may at any time assign the whole or any part of the Agreement to a related body corporate or a third party without the Customer’s consent and the Customer irrevocably appoints CITIC as its lawful attorney to execute all documents and to do all acts as are necessary and desirable to give effect to any such assignment or novation.

21.3. The Customer may assign or deal with its rights or obligations under the Agreement with CITIC’s prior written consent, which CITIC will not unreasonably withhold.

21.4. If a part of the Agreement is held to be void, voidable or unenforceable or an invalid part severed, the remainder of the Agreement is not affected.

21.5. The Customer acknowledges and agrees that the only individuals who have authority to deal with the terms and conditions of the Agreement are CITIC’s directors, legal counsel or such other individuals authorised by CITIC’s directors.

21.6. CITIC may vary the Agreement while the Services continue to be provided by giving the Customer 30 days prior notice. The Customer may object to the variation provided CITIC receives the Customer’s objection within 10 days of CITIC’s notice. If the Customer objects, then the parties will negotiate in good faith to agree on an acceptable variation. If no agreement is reached before expiry of the original 30 day notice period, then CITIC reserves the right to terminate the Agreement on 30 days notice.

21.7. No waiver by CITIC, whether express or implied, of any provision in the Agreement or of any breach or default by the Customer will constitute a continuing waiver or a waiver of any other provision of the Agreement, unless expressly so provided in writing and signed by CITIC’s authorised representative.

21.8. The laws of Singapore govern the Agreement and both parties irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

21.9. In the event of any inconsistency between a written variation to the Agreement, an accepted Provisioning Request or Service Order, a Pricing Schedule, a Service Schedule, the Trading Terms, the CITIC Standard Price List and the Acceptable Use Policies, the order of precedence between them will be as listed in this clause. There is no order of precedence between different Service Schedules.

21.10. Termination of the Agreement will not affect the accrued rights or remedies of either party.

21.11. All clauses which are either expressly or by implication intended to survive termination will continue to apply after termination including without limitation, **clauses 15, 16, 17, and 21.**

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PART 2 – DICTIONARY

1. Definitions

In the Agreement:

Acceptable Use Policies means CITIC’s Acceptable Use Policies as published on the Website from time to time.

Act means the *Telecommunications Act 1999* and definitions used in the Act have that meaning in the Agreement unless the contrary intention otherwise appears.

Agreement means the agreement between CITIC Telecom International (SEA) Pte Ltd (“CITIC”) and the Customer which comprises the Trading Terms, each accepted Service Order and Provisioning Request, each applicable Service Schedule, Pricing Schedule, Service Level and Service Level Guarantee, the Acceptable Use Policies and any documents incorporated into the above documents by way of reference.

Business Day means any day other than a Saturday, Sunday or official public holiday in Singapore.

Charges means:

- (a) any amounts payable by the Customer for the provision of the Services and the supply of any Purchased Equipment under any accepted Service Order or Provisioning Request;
- (b) any early termination payments for the Services calculated in accordance with the applicable Service Schedule; and
- (c) any service charge imposed by CITIC on any payments modes, calculated in accordance with the Pricing Schedule, or if the relevant charges are not set out in the Pricing Schedule, the CITIC Standard Price List (unless stated otherwise in the applicable Service Schedule) or CITIC’s then current price list.

CITIC means CITIC Telecom International (SEA) Pte Ltd and includes CITIC’s employees, subcontractors and authorized representatives.

CITIC Rates means any rates specified in a Pricing Schedule to be used to calculate the applicable Charges for the Services. The CITIC Rates are rates specifically agreed in writing by CITIC and the Customer.

CITIC Ready For Service Date means the date from which CITIC expects to supply the Services, which may or may not be the same as the date requested by the Customer.

CITIC Standard Price List means the price list specifying standard rates for the Services that are used to calculate the Charges in the absence of a particular CITIC Rate, as modified by CITIC from time to time. The CITIC Standard Price List is available electronically through the website located at www.citictel.com.sg, or on written request from the CITIC account manager allocated to the Customer. For the avoidance of doubt, the CITIC Standard Price List is confidential information of CITIC.

CITIC Access Code means the 1591 service based operator access code allocated to us by the IDA for use by CITIC’s customers or any other access code advised by CITIC to the Customer from time to time.

CITIC Backbone means the telecommunications network owned and operated by CITIC. For the purpose of providing the Services, the CITIC Backbone may include other Provider’s networks connecting to the CITIC Backbone.

CITIC Equipment means any Equipment supplied by CITIC for the purpose of providing the Services whether owned by CITIC or a third party (including a Provider), but excludes any Purchased Equipment.

Completion Notice is a notice issued by CITIC notifying the date that work in an accepted Provisioning Request is completed.

Consulting Services means any or all services supplied by CITIC in the course of, or related to, the supply of the Services to the Customer, or any other services which may be provided by CITIC as agreed with the Customer from time to time. Consulting Services may be identified in an applicable Service Schedule

Credit Limit means, where applicable, the maximum credit limit provided by CITIC to the Customer for the Services or the supply of any Purchased Equipment.

Customer means the person, company or other legal entity nominated as the customer in the Service Order. It includes any additional person or company nominated by the Customer, whether orally or in writing, to receive the Services and in relation to a company the term “the Customer” includes a related body corporate and which uses the Services. Where the Customer comprises more than one person the Agreement will bind each of those persons jointly and severally.

Customer Content means any data or software loaded onto the Customer Equipment or CITIC Equipment from time to time including, but not limited to, all text, words, names, likenesses, trademarks, logos, artwork, graphics, video, audio, HTML or other coding, domain names, image maps, links, software applications and any other content whatsoever.

Customer Equipment means all hardware and software supplied by the Customer.

Data Security Incident means any unauthorised access (or attempted access) to the Customer’s data network that occurs during any use of the Data Services.

Data Services means the services specified in Service Schedule 2 – Data Services, including for data access, transmission or internet use.

Designated CLIs means:

- (a) the calling line identifiers attached to the individual fixed lines or mobile services converted to us including but not limited to those calling line identifiers the Customer informs CITIC of in writing prior to or after CITIC’s acceptance of a Service Order; and
- (b) any new calling line identifiers subsequently introduced to the Service Order.

Emergency means a situation that, unless immediately remedied, has the potential to jeopardise human life or safety or to cause immediate risk to property.

End User Service Information has the same meaning as defined in the IDA’s “Code of Practice for Competition in the Provision of Telecommunications Services” and issued under the Act.

Equipment means hardware and software.

Estimated Traffic Profile is the estimated total monthly expenditure for Fixed Line Services call charges (i.e. excluding service and equipment and other non-call charges) specified by the Customer in the Service Order.

Exchange Rate means the then current exchange rate for exchanges between those currencies required to be converted by

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CITIC as quoted in *The Business Times* on the date of the conversion by CITIC.

Exchange Rate Variation means any change in the Exchange Rate of more than five per cent (5%) from:

- (a) the Exchange Rate at the first Service Start Date; or
- (b) the Exchange Rate at the date of the last adjustment.

Fixed Line Services means any or all telecommunications services (including, international and fixed to mobile calls) supplied by CITIC to the Customer using the Designated CLIs and includes (but is not limited to) any audio or video conferencing, video on demand or any other products offered by CITIC as part of the Fixed Line Services and services that are supplied using CITIC's own Facilities or those of other Providers.

Force Majeure Event means any cause beyond a party's reasonable control affecting the performance of its obligations under the Agreement, including, but not limited to, fire, flood, explosion, accident, war, act of terrorism, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials, industrial disputes, and acts or omissions of other providers of telecommunications services.

Hosting Services means the services specified in Service Schedule 3 – Hosting Services.

IMDA means the InfoComm Media Development Authority of Singapore.

Insolvency Event means any of the following events in relation to a party:

- (a) having a receiver or manager appointed over any of its assets and property;
- (b) having a liquidator appointed (whether under a creditor's petition, voluntary liquidation or otherwise);
- (c) passing a resolution for winding-up (otherwise than for a purpose of amalgamation or reconstruction);
- (d) being placed under any form of insolvency administration;
- (e) entering into any composition or arrangement with its creditors;
- (f) becoming insolvent;
- (g) ceasing to carry on business; or
- (h) any event analogous to the above events.

Location means the location (including any location owned or controlled by a third party) where the Hosting Services are provided.

Minimum Charges means the sum of all fixed one-off or periodic Charges specified in the applicable Pricing Schedule or accepted Provisioning Request that would be payable if the Services were provided for the whole of the Minimum Period or, if applicable any Renewal Period, less any such Charges already paid by the Customer during the relevant Period.

Minimum Period means:

- (a) in respect of any new Service provisioned under **clause 4**, a period determined in accordance with **clause 4.8**; and
- (b) in the case of Data Services, Fixed Line Services and Hosting Services, the period of 24 months or such longer period as specified in the Service Order; commencing on the Service Start Date.

Network means a network for the use of telecommunications (as that term is defined in the Act).

Outage is a period of time that the supply of the Services to the Customer is interrupted other than an interruption that is less than 1 second in duration or a Planned Outage.

Payment Period means 14 days from the date of the invoice or such other period agreed in writing by the parties.

Period means the Minimum Period and each subsequent Renewal Period.

Planned Outage means a period of time that CITIC may interrupt its supply of the Services to the Customer for routine maintenance or up-grading or other similar processes, after giving the Customer 5 days prior notice, and which does not exceed the period of time specified in that notice.

Premises means a building, structure or vessel owned, occupied or used by the Customer containing a facility, or to which a Service is supplied or at which any of the Customer's or a Provider's property is Located

Pricing Schedule means the Schedule attached to each Service Order (or amended in accordance with the Agreement) that specifies the CITIC Rates.

Provider means a carrier, service provider or other supplier used by CITIC to provide some or all of the Services to a Customer.

Provisioning Request means any Customer order to add to, vary, or cancel Services issued by the Customer under **clause 4.1**. It may, without limit, include a request to vary the bandwidth or speed of any scalable service. Any such request must be in writing and substantially in the form prescribed by CITIC for that type of Service.

Provisioning Request Confirmation means a written confirmation issued by CITIC in response to a Provisioning Request and which states, in relation to any new Services, the CITIC Ready for Service Dates.

Purchased Equipment means any Equipment purchased by the Customer from CITIC.

Renewal Date means, in respect of any Services, the date on which the Minimum Period or any subsequent Renewal Period expires for the relevant Services.

Renewal Period means, unless a longer term is agreed in writing by the parties, a period of 24 months.

Security means any personal guarantee, director's guarantee, bill of sale, charge, undertaking, mortgage, irrevocable standby letter of credit or unconditional and irrevocable bank guarantee issued by a licensed Singapore bank or such other form of security reasonably required by CITIC.

Security Incident means any unauthorised access (or attempted access) to any Customer Equipment, CITIC Equipment or Customer Content that occurs during any use of the Hosting Services.

Security Product means the application used by CITIC for the purpose of providing Data Security Services (as defined in clause 6 of Service Schedule 2 – Data Services) or Security Services (as defined in clause 5 of Service Schedule 3 – Hosting Services).

Service Level means the reliability and performance standard that applies in regard to CITIC's delivery of the Services to the Customer, as agreed in writing between the parties.

Service Level Guarantee means the extent of the guarantee given by CITIC for the Services, having regard to the Service Level, as modified by CITIC from time to time.

Service Order means a purchase order for any Service or Equipment in the form prescribed by CITIC.

Services means the Fixed Line Services, the Mobile Services, the Data Services, the Hosting Services and the Consulting Services (as



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applicable), in relation to which an accepted Service Order or Provisioning Request is in effect.

Service Schedule means a schedule to these Trading Terms setting out, in respect of a particular Service, supplementary terms and conditions applicable to the services specified in that schedule.

Service Start Date means:

- (a) in the case of Data Services and Hosting Services, the date from which CITIC commences the supply of the Services to the Customer; or
- (b) in the case of Fixed Line Services, the date on which the Provider activates the Designated CLIs and the Charges for those Services are billable by that Provider to CITIC.
- (c) In the case of Mobile Line Services, the date on which the Provider activates the SIM Card for the Designated CLIs.

Tax means any tax (including any goods and services tax but excluding any tax on CITIC's income), duty, levy and other similar charge (and any related interest and penalty), however designated, imposed under the laws of Singapore or any jurisdiction outside Singapore with respect to the provision of any Services or on any Charges.

Term means the Minimum Period and each successive Renewal Period.

Trading Terms means this document entitled “Part 1 – Trading Terms”.

Unacceptably High Credit Risk means that CITIC considers there is some doubt as to the Customer's ability to pay the Charges by the end of the Payment Period, based on factors such as:

- (a) previous payment history and payment behaviour (e.g. late payment, dishonoured payments or failure to pay);
- (b) any previous advice from the Customer about a potential inability or unwillingness to pay; or
- (c) the Customer's use of the Services is inconsistently high when compared with previous usage patterns.

Website means the website located at www.citictel.com.sg

2. Interpretation

In the Agreement:

- (a) terms defined in the Act have the same meaning when used in the Agreement;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) the meaning of general words is not limited by specific examples introduced by “including”, “for example” or similar expressions;
- (e) a reference to a document includes any amendment, replacement or novation of it;
- (f) a reference to a party includes its successors and assigns; and
- (g) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced.