

1. Service Options

The Customer may establish one or more agreements with Service Provider. Each agreement will fall under one of the following Service Option types which classify billing models and service structures.

A. Statement of Work: SOW's can be a combination of Fixed Price and Time and Materials ("T&M"). T&M SOW provide that all hours for services and all materials used in delivering services including required hardware, software, and associated expenses are billed as they are used. Fixed Price SOW provide a good faith estimate of a fixed price for services, subject to approved change orders, and all materials used in delivering services including required hardware, software, and associated expenses.

B. Managed Services Agreements: For Customer that would like to maintain more predictable and recurring user support costs as well as predictable infrastructure management, Service Provider offers "Managed Services" agreements. These agreements segregate support services into specific categories that include monitoring, maintenance, and support services as well as other optional support offerings. Customer may select any combination of available services as outlined in the associated SOW for customer as it pertains to the customers WAN Connections or specific Devices as chosen in the SOW.

2. Standard Service Terms

Standard Service Terms apply to all services provided unless specifically amended in a signed SOW and/or Managed Services Agreement.

A. Service Hours:

Standard Office Hours 9x5: Service Provider's standard hours of operation are Monday through Friday, 9:00am through 6:00pm SGT, excluding all weekends and Singapore public holidays.

Extended Hours: 24x7: Extended hours include hours outside of Service Provider's standard service hours.

B. Scheduling and Availability:

Service Provider will always aim to provide the best response time possible under current operating conditions and staffing circumstances at the time of actual service requests as outlined in SOW.

C. Service Requests

Service Provider cannot and will not guarantee the response levels provided below for communications not made through the Service Desk. All service requests must contain:

- i) a clear and concise description of the request; ii) any required special instructions; iii) any necessary Individuals' contact information relating to the request; iv) come from a valid return email account (for automated acknowledgements of the request); and v) a clearly designated priority level.

Service Provider or its affiliates, suppliers, licensors or distributors have been advised of the possibility of such damages.

C. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy. The foregoing allocation of risk is reflected in the fees charged for the services

Service Desk: The Service Desk acts as a central point of contact for all technical support, including hardware and software questions and installations, networking, network connection requests, and troubleshooting. Customer may submit requests online, by sending e-mail to aws.support@asiapac.com.sg, or calling (+65)63199482.

Response Time: The time between receipt of the service desk submission and the time that a Service Provider staff member begins working on the issue. Due to the wide diversity of problems that can occur, and the methods needed to resolve them, response time IS NOT defined as the time between the receipt of a call and problem resolution. Service Provider will make all reasonable efforts to provide 4 hour response time, unless otherwise agreed in the Statement of Work.

3. Invoicing, Payment and Terms

Service Provider will invoice Customer annually for services rendered unless otherwise stated in the SOWs.

Customer agrees to pay to Service Provider the amount and or rates specified in the SOWs. Payment terms will be Net 30 from the invoice delivery date, unless otherwise set forth in the SOW. Invoices not paid within 30 days of the date of the invoice that are not subject to a good faith dispute may be assessed a finance charge of one and half percent (1.5%) per month or the maximum amount allowed by law, whichever is less.

4. Responsibilities of the Parties

Both Parties will be bound by the terms and conditions that are set forth in this Agreement, which includes the SOWs that are signed by both parties and incorporated in to this Agreement by reference.

Service Provider will provide Customer with the services in accordance with the descriptions set forth in each SOW and/or Managed Services Agreement.

To the extent necessary for the performance of the work under this Agreement, Customer hereby grants (or agrees to secure for) Service Provider a limited right to use and access your systems, equipment, and software, solely for the purposes set forth in the Agreement, including any SOW and/or Managed Services Agreement.

5. Limitation and Liability

A. The liability of Service Provider and its Affiliates shall, regardless of the basis of liability or the form of action, in no event exceed the total Charges paid to Service Provider for each Term as defined in each SOW.

B. In no event shall Service Provider or its Affiliate be liable for costs of substitute goods or services, nor will they be liable for lost profits, loss of data, or any indirect, special, incidental, consequential, or punitive damages, however caused, whether for breach of contract, negligence or otherwise, and whether or not

6. Non-Solicitation

Neither the Customer nor Service Provider nor their Affiliates, directly or indirectly solicit for employment, employ or otherwise retain the engineer, employee or staff of the other during the Term, any renewal thereof, and for a period of six (6) months after the termination of the Agreement.

7. Confidentiality

Customer and Service Provider shall keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or in the course of performing the Services save that which is trivial or obvious, already in its possession, or in the public domain other than as a result of a breach of this clause.

The Customer and Service Provider shall take all reasonable steps to ensure compliance with the provisions of this clause by its employee's agents and sub-contractors.

8. Intellectual Property Rights

A. Subject to clause B, unless expressly assigned to the other Party, whether in this Agreement or in some other document made between the Parties, all Intellectual Property Rights belonging to the respective Parties shall remain vested in the Party concerned. "Intellectual Property Rights" includes in Singapore and throughout the world and for the duration of the rights (a) any patents, utility models, copyrights, registered or unregistered trademarks or service marks, trade names, brand names, layout-design rights, registered designs and commercial names and designations; (b) any invention, discovery, trade secret, know how, or confidential, business, scientific, technical or product information; (c) any other rights resulting from intellectual activity in the commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services; and (d) any letters patent, deed of grant, certificate or document of title for anything referred to in paragraphs (a), (b) or (c) of this definition.

B. All Intellectual Property Rights comprised in any and all materials (including software, source code, documentation, data, concepts and ideas) or any part thereof created or developed (whether jointly or independently by either Party) in connection with any Purpose(s) (collectively, the "Foreground IP") shall, unless otherwise expressly agreed between the Parties, be deemed to be irrevocably assigned to and shall vest in Customer upon creation without further charge. If required by Customer, Service provider shall do all things and sign all documents necessary to vest all such Intellectual Property Rights assigned or otherwise transferred or granted to Customer under this Agreement.

C. Service Provider shall indemnify and hold harmless Customer and its related and associated companies in full from and against all actions, proceedings, claims, damages, liabilities, settlement sums, charges, losses, costs and expenses (including without limitation, legal costs and expenses and costs of other professionals and any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority) arising out of or in connection with any claim or action by any third party against Customer for actual or alleged infringement of the Intellectual Property Rights in connection with the Foreground IP.

9. Term and Termination

This Agreement may not be terminated during the Term unless earlier terminated in accordance with the terms herein.

Service Provider may without prejudice to its other rights forthwith terminate the Agreement (during the Term thereof) by giving the customer a written confirmation and shall take effect immediately if:

- (a) The Charges or any monies due and payable by Customer or any part thereof shall be unpaid whether formally demanded or not within sixty (60) days after the date on which payment is due;
- (b) Customer shall commit a material breach of any of the covenants, stipulations or agreements herein contained to be observed or performed;
- (c) Customer shall go into liquidation or have any order made or resolution passed for such winding-up or shall otherwise become insolvent or make any assignment or arrangement for the benefit of its creditors; and
- (d) if a Writ of Seizure and Sale shall be levied upon the movable properties with the premises of Customer and is not discharged within fourteen (14) days of such levy.

Customer may terminate the Agreement forthwith if Service Provider commits a material breach of any term of the Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written notice specifying the breach and requiring that the same be rectified. This agreement will expire at the end of the term.

10. Goods and Services Tax

Customer shall pay to Service Provider or reimburse to Service Provider upon written request, all applicable goods and/or service tax, or similar imposition, duty and/or levy whatsoever whether actual or contingent (collectively "Taxes") which may be imposed by the relevant authority from time to time and which the relevant authority may require Service Provider to collect or withhold on the Charges and other monies payable by Customer in respect of the provision of Services whether or not such Taxes are imposed upon first assessment or retrospectively and Service Provider shall be entitled to collect and/or withhold the same in accordance with the requirements of the relevant authority.

11. Force Majeure

If either party is unable to fulfil any of the covenants, stipulations or agreements herein contained as a result of fire, accident, riot, strike, labour dispute, any state of war, act of God, circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore or causes beyond the control of either party, either party may, upon giving the other thirty (30) days' written notice to the same effect, terminate the Agreement forthwith without any liability owing to the other, save as accrued up to the date of termination.

12. Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.