

Master Services Agreement Terms & Conditions

This Master Services Agreement (“MSA”) as may be amended by the Service Provider (defined below) from time to time, constitutes the terms and conditions applicable to all Service Agreements (“SA”) entered or to be entered into between the Service Provider and Customer (defined below). Each SA shall be subject to the prevailing version of the MSA published online. The Service Provider and Customer shall each be referred to as a “Party”, and collectively as the “Parties”.

IT IS HEREBY AGREED between the Parties that:-

1. Term

A. The duration of each SA shall commence (“**Commencement Date**”) and expire (“**Expiry Date**”) on the dates stated in the SA (the “**Term**”) unless automatically renewed under the specific terms of the SA or terminated earlier pursuant to Clause 11 of this MSA.

B. In the event of a renewal of the Term pursuant to the specific terms of the SA, the prevailing version of this MSA as published online shall apply.

C. Precondition to Commencement

Notwithstanding the Commencement Date, Service Provider is not obliged to provide the Services until:-

- (i) the Charges (defined below) have been paid; or
- (ii) where the Services (defined below) involves the maintenance of Customer’s hardware and equipment (the “**Equipment**”), Service Provider may inspect (at no additional charge to Customer) the Equipment, and if deemed necessary, carry out repairs and adjustments as it, in its sole opinion deems necessary to enable the Equipment to be in good working order, subject to Customer’s concurrence on Service Provider’s costs for such repairs.

2. Services Options

Customer and Service Provider may enter into one or more SA for service options as may be made available by the Service Provider from time to time. The precise scope of services (“**Services**”), for each SA shall be as described in the Statement of Works (“**SOW**”) set out in each SA.

3. Standard Services

The following shall apply to all SA unless otherwise provided in the SA

A. Services

Service Provider shall perform the Services as set out in the SOW. Any additional services required by Customer shall be subject to Service Provider agreeing to undertake them at prices or unit rates to be agreed by Parties.

B. Third Party Providers

Service Provider has the right, at its sole discretion, to (i) determine whether to provide all or part of the Services through its Affiliates (defined below), other service providers and/or subcontractors; and

(ii) use in any appropriate manner the services, resources and/or equipment of its Affiliates, other service provider and/or subcontractors to perform all or any part of the Services.

C. Services Hours

Standard Office Hours: Monday through Friday, 9:00am through 6:00pm SGT, excluding all Singapore public holidays.

Extended Hours: Anytime outside Standard Office Hours

D. Scheduling and Availability

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

E. Service Requests

All service request shall be made by Customer through the designated hot-line number and e-mail address as defined in each SA (“**Service Desk**”). Each 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.

F. 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.

G. Response Time

Response time shall be defined in the SA. Service Provider will make all reasonable efforts to meet the stipulated response time.

4. Excepted Services

A. For the avoidance of doubt, Services do not include the following:

- (i) Support for any software not specified in the SA, including the integration, installation and/or configuration for such software, including fixes, maintenance releases, new versions, releases or updates;
- (ii) Support for fixes, maintenance releases, new versions, releases or updates to software specified in the SA, including the installation or configuration thereof unless specified in the SA;
- (iii) Support of any Equipment not specified in the SA, or where specified, the Equipment is repaired, modified or altered by a party other than the Service Provider or party specified by the Service Provider;
- (iv) Restoration of lost data, whether occasioned by Service Provider or Customer;
- (v) Correction of error or defects due to cosmetic wear, tear or damage;
- (vi) Relocation of the Equipment;
- (vii) Support of any problems to the extent caused by the negligence of Customer;
- (viii) Provide or support the back-up of all software, programs, information, data and/ or Customer Data (defined below) in Customer’s system or Equipment;
- (ix) Furnishing and/or supplying charges and batteries for DC powered systems comprised in the Equipment and/or other consumables or associated items to be used on the Equipment including without limitation, any IT security, network storage, networking products, teletype terminals, monitors, hard disk, disk drivers, computer mouse and consumables for printers.

B. Service Provider shall not be obligated to provide the Services if the breakdown or malfunction of the Equipment-

- (i) has not been notified in writing to the Service Provider;
- (ii) is attributable to:-
 - a. the neglect, accident or misuse on the part of the Customer;
 - b. any part of the Equipment having been modified, replaced or tampered with without the prior written consent of the Service Provider;
 - c. unusual or abnormal physical, environmental or electrical stress, relocation, or operation in excess of the specification recommended by the Equipment manufacturer or Service Provider;
 - d. use in conjunction with equipment or software not prescribed by the Equipment manufacturer or Service Provider;
- (iii) is due to the software resident in or used in conjunction with the Equipment having been:
 - a. modified, tempered, replaced or merged;
 - b. corrupted by virus programs, worm hacking or whatsoever reason; and/or
 - c. used in conjunction with unlicensed or software not prescribed by the Equipment manufacturer or Service Provider.

5. Security or Monitoring Products / Security or Monitoring Services (including any Managed Services)

Notwithstanding anything to the contrary in the agreement with Customer, should any of these products or services be provided by or through Service Provider, these are provided to Customer on an “as is” and “as available” basis. To the fullest extent allowed by the law, Service Provider does not give any assurances, guarantees, warranties, either express or implied, in relation to such products or services. Customer acknowledges and agrees that it is in the best position to assess its business needs (including but not limited to its safety, health and security needs), and is solely responsible for inter alia its selection and use of these products and/or services, including but not limited to its configuration of any relevant equipment, software or process for use together with these products and/or services. Customer agrees that no vendor can assure complete security and nothing in this Agreement or elsewhere shall be construed to imply a security guarantee or assurance. Customer accepts that Service Provider does not warrant that the Services or any part of it (i) will be complete, free from errors or interruptions; (ii) will detect and/or address any or all malicious code, threat or vulnerability (including security threat or vulnerability); or (iii) will keep its network or computer systems completely secure, free from intrusions, security breaches, unauthorised access, vulnerabilities, viruses, malicious or unwanted electronic content. No oral or written information or advice given by Service Provider shall create any

Master Services Agreement Terms & Conditions

additional warranties or in any way increase the scope of Service Provider's liabilities.

6. Third Party Supply

A. The Customer may during the course of or in relation to a Service be offered the opportunity to:

- (i) purchase goods and/or services (such as equipment, software, platform, applications, systems etc.) from a third party; and/or
- (ii) purchase from Service Provider goods and/or services (such as equipment, software, platform, applications, systems etc.) that originates from a third party. ("Third Party Supply" means any such goods and/or services. "Third Party Supplier" means any such third party). If the Customer chooses to purchase such Third Party Supply, Service Provider will transfer to the Customer warranties as may be provided to Service Provider by such Third Party Supplier (if any) where Service Provider is of the view that such warranties could be transferred to the Customer.

B. The Customer acknowledges and agrees that in respect of any Third Party Supply, it will be bound by the end-user terms and conditions or end-user licence agreement ("EULA") of the Third Party Supply or Third Party Supplier which shall constitute Customer's sole and exclusive remedy in respect of such Third Party Supply. By using the Services and the Third Party Supply, Customer is deemed to have accepted in full these terms or EULA, and any amendments or updates thereafter. If Customer does not accept the terms or EULA, Service Provider is unable to provide the Services to Customer. The Customer shall be liable for all losses and liabilities, including those incurred by Service Provider, if the Customer does not accept such terms or EULA.

C. The Customer acknowledges and agrees that:

- (i) in respect of any Third Party Supply, the clauses above constitute the Customer's sole and exclusive remedy;
- (ii) all Third Party Suppliers are independent of and not within Service Provider's control. Service Provider shall not in any way whatsoever be liable or responsible for act or omissions of Third Party Suppliers; and
- (iii) Service Provider shall not be liable in any way to the Customer under its contract with Service Provider, at law (including statutory duty), in equity, in tort (including negligence and breach of statutory duty) or otherwise, for any matter, claims, expenses, damages or losses (whether direct, indirect, special, economic or consequential loss including without limit loss of profits, revenue, business opportunities, goodwill, data and/or value of Customer's assets) arising from, in connection with, or in relation to any Third Party Supply (including any defaults by Third Party Supplier, any issues in user documentation or other material, non-provision of Third Party Supply, defects in Third Party Supply etc.) by Service Provider, with respect to any Third Party Supply.

7. Payment of Charges

A. In consideration of Service Provider providing the Services, Customer shall pay to Service Provider the Charges

B. Where Charges are stipulated on a Term basis ("Term Charges"), they shall be paid on or before the Commencement Date. All other Charges shall be paid on the due dates stated in the SA or within the payment term (collectively the "Due Date") stated in invoices issued pursuant to the SA.

C. Customer acknowledges and agrees that Term Charges are non-refundable, whether in part or in whole even in the event of an early termination of a SA for whatever reason. Where Term Charges are payable monthly, the outstanding Term Charges shall become immediately payable upon termination of a SA. Customer acknowledges that this is fair in light of the resources committed by Service Provider to meet its obligations under each SA.

D. Customer shall pay Service Provider additional charges determined in accordance with the unit rates stipulated in the SA, or where it is not so stipulated, the Service Provider's prevailing charges if Customer requests Service Provider to provide the Excepted Services or other services in addition to the Services.

E. Customer shall pay Service Provider additional charges determined in accordance with the unit rates stipulated in the SA, or where it is not so stipulated, the Service Provider's prevailing charges if Customer requests Service Provider to provide the Excepted Services or other services in addition to the Services.

F. Invoices not paid after its Due Date that are not subject to a good faith dispute shall be assessed a finance charge of two percent (2.0%) per month or the maximum amount allowed by law, whichever is less.

8. Responsibilities of the Customer

A. The Service Provider will provide the Services with reasonable care and skill, and comply with the service levels stated in the SA.

B. To the extent necessary for the performance of the Services under each SA, Customer hereby agrees to:-

- (i) grant (and/or agree to secure for) Service Provider a limited right to use and access Customer's premises, systems, software and Equipment;
- (ii) pay for and duly renew all software licenses for the Customer's systems and Equipment;
- (iii) comply with all the conditions and/or environmental standards for the use and/or operation of the Equipment specified by the Equipment manufacturer or Service Provider; a
- (iv) furnish Service Provider such equipment, space, electrical power and/or telecommunication facilities as is reasonably determined by Service Provider;
- (v) provide complete and accurate information relating to the Customer's operations, requirements, systems and Equipment; and
- (vi) at all times maintain back-up of all software, programs, information and/ or data in its system or Equipment at Customer's own cost and expense and to provide such back-up to the Service Provider as is necessary to enable the latter to perform the Services.

9. Limitation of Liability

A. The liability of Service Provider and/or its Affiliates under any SA shall, regardless of the basis of liability or the form of action, in no event exceed the total Charges paid to Service Provider under such SA for each Term.

B. In no event shall Service Provider and/or its Affiliates be liable for costs of substitute goods or services, loss of 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 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.

There are no representations or warranties, expressed or implied, oral or written except as contained herein and all implied warranties are hereby excluded to the fullest extent permitted by law including representations or warranties that the Services shall be uninterrupted, error-free or completely secure. Save as set out in the SA, no oral or written information or advice in connection with the Services given by Service Provider, its employees, subcontractors or agents shall be deemed to create any such representations or warranties.

10. Non-Solicitation

Neither Customer nor Service Provider and/or their Affiliates, shall directly or indirectly solicit for employment, employ or otherwise retain the engineer, employee or staff of the other party during the Term, and for a period of six (6) months after the termination and/or expiration of the last SA between Parties. Any breach of this clause shall entitle Service Provider to claim for damages amounting to SGD 50,000 per person so employed or engaged.

11. Confidentiality and Data Protection

A. Customer and Service Provider shall keep confidential and not use all or any information (written or oral) concerning the business and affairs of the other party that it shall have obtained or received as a result of the discussions leading up to or in the course of performing the Services, (a) save that which is trivial or obvious, or in the public domain other than as a result of a breach of this clause; (b) where such information is required to be disclosed for the performance of the Services or the enforcement of the rights of the Parties inter se; (c) to its directors, officers, employees or professional advisors (including attorneys, accountants and financial advisors) on a need-to-know basis; (d) to the extent required by law, rule, regulation or legal, regulatory or administrative process or pursuant to the requests of governmental authorities, regulatory agencies or stock exchange having oversight over the parties or their representatives; and (e) to any other person with the prior written consent of the other party.

B. Customer acknowledges and irrevocably agrees that Service Provider may install software or programs in the Equipment, or use software or programs for the purpose of enabling the Service Provider

Master Services Agreement Terms & Conditions

to perform the Services, including providing IT management, monitoring and/or security solutions for the network, systems and/or database of the Customer and the Equipment.

C. The Service Provider shall:

(a) Not access the Customer's database or information residing in the Customer's network, system and/or Equipment, including personal data (as defined in the Personal Data Protection Act 2012 (Cap. 26) ("PDPA")) of the Customer's clients, officers or employees (collectively "Customer Data") save for the purpose of performing the Services, or as expressly mandated by the Customer in writing; and

(b) At all times comply with the provisions of PDPA, its subsidiary legislation and all guidelines and codes of practice issued by the Personal Data Protection Commission ("PDPC") in respect of the said personal data.

Nothing herein shall oblige the Service Provider to perform the Services in breach of the PDPA, its subsidiary legislation or the guidelines and codes issued by the PDPC.

D. Where the Services include, or the Customer mandates, the transfer and storage of Customer Data by a third party cloud service provider ("CSP"), the Customer acknowledges that the Service Provider's role with respect to the Customer Data is that of a data intermediary (as defined in the PDPA) and accordingly, the Service Provider's obligations and liabilities in respect of the Customer Data shall be as defined under the PDPA (as more particularly set out in Sections 24 and 25 of the PDPA). The Customer acknowledges that it remains fully responsible for complying with its obligations and liabilities under the PDPA, and is responsible for ensuring that its instructions to the Service Provider are appropriate for the Customer Data. The Customer shall not hold the Service Provider liable for any breach of the Customer Data caused by the CSP or any failure on the CSP's part to observe its obligations under the PDPA.

12. 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:-

(i) 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;

(ii) any invention, discovery, trade secret, know how, or confidential, business, scientific, technical or product information;

(iii) 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

(iv) any letters patent, deed of grant, certificate or document of title for anything referred to in paragraphs (i), (ii) or (iii) of this definition.

B. All Intellectual Property Rights comprised in any and all materials (including software, source code, documentation, data, concepts and ideas) used by the Service Provider in providing the Services, whether installed in the Equipment or otherwise shall continue to belong to the Service Provider, and shall not vest in the Customer unless otherwise expressly agreed between the Parties.

C. Customer shall indemnify and hold harmless Service Provider and/or its Affiliates 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 Service Provider for actual or alleged infringement of Intellectual Property Rights in the course of performing the Services.

13. Termination

A. In addition to any specific rights to terminate given to either Party in an SA, Service Provider may terminate an SA (without payment of compensation or other damages caused to the Customer by such termination) at any time by giving not less than 30 days' notice in writing, or immediately at any time by giving the Customer notice in writing if:-

- (i) The Charges or any monies due and payable by Customer or any part thereof is unpaid whether formally demanded or not after the Due Date;
- (ii) Customer commits a material breach of any of the covenants, stipulations or agreements herein contained to be observed or performed;
- (iii) Customer is adjudged insolvent or bankrupt, or if proceedings are

instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefits of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business; and

(iv) if a Writ of Seizure and Sale is levied upon the movable properties of Customer and is not discharged within fourteen (14) days of such levy.

B. 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.

C. Specific to Services relating to the maintenance of Equipment, Service Provider shall be entitled to forthwith terminate the Agreement by giving written notice to Customer if:-

(i) in the opinion of Service Provider, spare parts for the maintenance of the Equipment are no longer readily available. Service Provider may amend the SA to a service where spare parts will not be included and for which the Charges will be amended to reflect the changes, with the agreement from both Parties; and/or

(ii) in the event that Customer requires the Equipment to be relocated from the site(s) stipulated in the SA, Service Provider may at its own option continue to provide the Services subject revised Charges taking into account the new location of the Equipment, as may be agreed by Customer.

D. In the event of a termination howsoever occasioned, Customer shall pay all Charges (both due and incurred up to date of termination).

14. Force Majeure

The Service Provider shall not be under any liability for any loss or damage resulting from any delay or failure to perform the Services either in whole or in part where such delay or failure is due to a Force Majeure Event, provided that this clause shall not excuse the Customer from paying the Charges when they become due. A Force Majeure Event shall include but is not limited to failure or delays caused by an Act of God, war, civil disturbance, court or governmental order, labour dispute, third party non-performance, epidemic in Singapore or causes beyond the Service Provider's control, including failure or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment in the Customer's premises, or the location in which the Services are to be performed or telecommunications or internet services.

15. 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 or 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.

16. Interpretation

A. In the event of a conflict between the terms and conditions of this MSA and the SA, or the SOW or provisions therein, the latter shall prevail.

B. In this MSA,

"Affiliates" means a company related to the Service Provider by reason of section 6 of the Companies Act, Chapter 50 as may be revised or amended from time to time.

"Charges" means the amount(s) payable every Term, and/or amount(s) payable in accordance with rates specified in an SA.

"Customer" means the party or parties that enter into an SA with the Service Provider.

"Service Provider" means AsiaPac Technology Pte. Ltd.

17. Governing Laws

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