
SPECIFIC TERMS AND CONDITIONS FOR SINGTEL SD-LAN

1. Definitions and Interpretation

1.1 In these Specific Terms and Conditions, the following words and expressions shall have the following meanings:

“Change Request” refers to a written request from Customer to Singtel for a change of configuration to the hardware Customer purchased or subscribed through Singtel.

“Customer” means the business entity that subscribes for or uses the Service

“Fee and Charges” means the prevailing charge for the Service.

“General Terms” means Singapore Telecommunications Limited’s General Terms and Conditions for Enterprise.

“Parties” means Singtel or a Singtel entity applicable to the relevant territory, as the case may be, and the Customer.

“Promotional Fee and Charges” means the discounted Fee and Charges for the Service for a limited period as specified by Singtel.

“Purchased SD-LAN Equipment” or “Purchased SD-LAN-E” means SD-LAN equipment purchased from Singtel pursuant to this Agreement.

“Recurring Monthly Charges” means the Fees and Charges payable by the Customer on a recurring monthly basis.

“SD-LAN Equipment” or “SD-LAN-E” means the SD-LAN equipment either purchased or subscribed by the Customer from Singtel in accordance with these Specific Terms.

“SD-LAN Equipment Installation” or “SD-LAN-E Installation” means the installation of SD-LAN equipment by Singtel in accordance with these Specific Terms.

“SD-LAN Equipment Maintenance” or “SD-LAN-E Maintenance” means the maintenance of SD-LAN equipment by Singtel in accordance with these Specific Terms.

“SD-LAN Equipment Purchase” or “SD-LAN-E Purchase” means the purchase of SD-LAN equipment from Singtel in accordance with these Specific Terms.

“SD-LAN Equipment Subscription” means the subscription of SD-LAN Equipment from Singtel in accordance with these Specific Terms.

“SD-LAN Network” means any equipment and software installed or to be installed at a Customer’s premises including but not limited to firewall, switches, wireless access point, routers, surveillance camera, internet protocol based telephone, purchased or subscribed from Singtel in accordance with these Specific Terms.

“SD-LAN Subscription” means the management of purchased or subscribed SD-LAN equipment provided by Singtel to Customer in accordance with these Specific Terms.

“Service” means the service known as Singtel SD-LAN Service, which is a service under which the Customer may acquire of the following from Singtel:

Optional:

- (a) SD-LAN site survey
- (b) SD-LAN Equipment Installation; and / or
- (c) SD-LAN project management
- (d) SD-LAN professional services

Mandatory:

- (a) SD-LAN Equipment Purchase or SD-LAN Equipment Subscription
- (b) SD-LAN Subscription service
- (c) SD-LAN Equipment Maintenance

"Software" means the any software program or application to be provided by Singtel, whether developed for and behalf of Customer, or assigned or licensed to Customer, including without limitation any modification, upgrades, patches and/or fixes pursuant to the terms of this Agreement.

"Specifications" means the written specifications (if any) for SD-LAN Network as may be supplied by Singtel and, if no such specifications are supplied, the published specifications of the SD-LAN Equipment manufacturer, as may be amended from time to time.

"SRCA Form" means the form prescribed by Singtel and used by the Customer to subscribe for the Service.

"Subscribed SD-LAN Equipment" or "Subscribed SD-LAN-E" means SD-LAN equipment subscribed from Singtel in accordance with these Specific Terms.

"Term" means the Initial Contract Term and any renewal or amendment of the same.

"Territory" or "Territories" means any operating territory that Singtel offers the Service as may be amended or varied by Singtel in its sole discretion.

"User Documentation" means the SD-LAN Equipment manufacturer's standard user documentation including any notices, guidelines and recommended practices.

"Work" means any work the Customer requests Singtel to perform in relation to any SD-LAN Network or the Service, and includes (without limitation) SD-LAN Equipment Installation and SD-LAN Equipment Maintenance.

1.2 The words and expressions used in these Specific Terms and Conditions, which are defined in the General Terms but are not defined in these Specific Terms and Conditions, shall have the same meanings as defined in the General Terms unless the context otherwise requires.

1.3 The headings or titles to the Clauses in these Specific Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Specific Terms and Conditions.

2. Commencement and Duration of Service

2.1 The Service shall commence on the Date of Service Required as stated in the SRCA Form or, in the event that Singtel is unable to provide the Service on the Date of Service Required, the date specified by Singtel in writing, as the case may be (the "Commencement Date of Service").

2.2 The minimum period of subscription for SD-LAN Subscription, SD-LAN-E Subscription and SD-LAN Equipment Maintenance shall be:

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- (a) a period of twelve (12) months or such other period selected by the Customer (as stated in the SRCA Form); or
 - (b) such other period as may be stipulated by Singtel as the relevant minimum period of subscription when the Customer applies for SD-LAN Subscription, SD-LAN-E Subscription or SD-LAN Equipment Maintenance,

calculated to commence on the Commencement Date of Service (the "Initial Contract Term").

3. Fees and Charges

3.1 The Customer pay the following amounts on or before the due date set out in the invoice:

- (a) SD-LAN Equipment Purchase:
Fees and Charges for the purchase and delivery of SD-LAN Equipment shall be invoiced in full, on the date of delivery of the equipment, save that if the Customer has purchased SD-LAN-E Installation together with the SD- LAN Equipment Purchase, the Fees and Charges for the purchase and delivery of the Purchased SD-LAN-E shall be invoiced on completion of installation.
- (b) For SD-LAN Equipment Installation
The one-time Fee and Charges for installation of the SD-LAN Equipment shall be billable on completion of installation.
- (c) For SD-LAN Equipment Maintenance:
The annual maintenance Fees and Charges for maintenance of the SD-LAN Equipment is payable in advance and on an annual basis upon placement of the order, unless otherwise specified in the SRCA Form.

3.2 Fee and Charges payable by the Customer remains firm during the Initial Contract Term. If there is a revision of the Fees and Charges for the Service generally during the Initial Contract Term, then the Customer shall not be entitled to those revision benefits.

3.3 If the Customer is entitled to any Promotional Fees and Charges during the Initial Contract Term, such Promotional Fees and Charges will not be applicable to any extension or renewal. Fees and Charges applicable will be Singtel's Fees and Charges prevailing upon expiration of the Initial Contract Term.

3.4 If SD-LAN Subscription, SD-LAN-E Subscription or SD-LAN Equipment Maintenance is renewed after the Initial Contract Term, then such renewal shall be subject to Fees and Charges for those Services agreed to between the Parties.

3.5 Unless expressly stated otherwise by Singtel in writing, the Fees and Charges do not include the charges for SD-LAN Equipment to be uninstalled. Additional charges apply should the Customer request that the SD-LAN Equipment is uninstalled..

4. Termination and Cancellation

4.1 Subject to Clauses 4.2, 4.3, 4.4 and 4.5, Singtel or the Customer may:

- (a) Terminate the Service by giving to the other not less than thirty (30) days' prior written notice provided that there are no outstanding orders. If there are outstanding orders, ninety (90) days' prior written notice is required; and

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- (b) cancel any order for the Service by giving to the other not less than ninety (90) days' prior written notice.
- 4.2 Upon termination of the Service, including in circumstances where such termination is by Singtel due to any breach of any of the terms and conditions of Service by the Customer, the Customer shall be liable to pay Singtel the following sums unless Singtel states otherwise:
- (a) where the termination date is the same as the expiry date of the Term, the Fees and Charges up to and including the date of termination; or
- (b) where the termination date is before the expiry date of the Term:
- (A) For termination during the Initial Contract Term:
- i 100% of the Fees and Charges up to and including the date of termination;
- ii. 100% of the Recurring Monthly Charges for the period between the date of termination and the expiry date of the Initial Contract Term;
- iii. 100% of the stated value of any benefits (including without limitation any discounts, rebates, fee waivers, and subsidies) accrued, utilized or received by the Customer in connection with the Customer's subscription for the Initial Contract Term; and
- iv. All SD-LAN Equipment Installation charges in accordance with Singtel's prevailing rates;
- (B) For termination during the Renewed Term:
- i. 100% of the Fees and Charges up to and including the date of termination;
- ii. Customer shall be liable to pay for any third party costs or charges incurred by Singtel in respect to the Services to be provided to Customer for the Renewed Term; and
- iii. 100% of the stated value of any benefits (including without limitation any discounts, rebates, fee waivers, and subsidies) accrued, utilized or received by the Customer in connection with the Customer's subscription for the renewed Contract Term.
- 4.3 If any SD-LAN Equipment Subscription is terminated, Singtel shall be entitled to:
- (a) upon prior arrangement with Customer, enter onto the Customer's premises to repossess the SD-LAN Equipment;
- (b) require the Customer to uninstall the SD-LAN Equipment so that the SD-LAN Equipment is in a condition suitable for collection by Singtel; and
- (c) sell or otherwise deal with or dispose of the SD-LAN Equipment in such manner as Singtel deems fit.
- 4.4 On cancellation of any order for SD-LAN Equipment Purchase:
- (a) subject to Clause 4.4(b), the Customer shall be liable to pay Singtel 50% of the Fees and Charges that would otherwise have been payable for the purchase and delivery of that SD-LAN Equipment (except that Singtel shall not be required to purchase or deliver that SD-LAN Equipment to the Customer); or

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- (b) if the SD-LAN Equipment has been shipped out of the vendor's factory at the time, or is shipped out of the factory within fourteen (14) days' after the order is cancelled by the Customer, then:
 - i. the Customer's cancellation of order shall be deemed to be of no effect in relation to the purchase and delivery of the SD-LAN Equipment ; and
 - ii. the Customer shall be liable to pay Singtel 100% of the Fees and Charges payable for the purchase and delivery of that SD-LAN Equipment, and Singtel shall deliver that SD-LAN Equipment to the Customer (but shall not be required to install that SD-LAN Equipment) and, on payment of the Fees and Charges under this Clause 4.4(b) (ii), legal and equitable ownership in the SD-LAN Equipment will pass to the Customer.

4.5 On cancellation of any order for SD-LAN Equipment Installation:

- (a) where the order is cancelled on not less than thirty (30) days' notice from the date of the relevant SRCA Form, then Singtel shall not be required to perform, and the Customer shall not be required to pay for, any SD-LAN Equipment Installation; and
- (b) where the order is cancelled on less than thirty (30) days' notice from the date of the relevant SRCA Form then:
 - i. the Customer's cancellation of order shall be deemed to be of no effect in relation to the installation of the SD-LAN Equipment; and
 - ii. the Customer shall be liable to pay Singtel 100% of the Fees and Charges payable for the installation of that SD-LAN Equipment and, unless the Customer requires otherwise in writing, Singtel shall proceed to install that SD-LAN Equipment in accordance with the order.

5. Service Requirements and Limitations

- 5.1 Singtel shall supply the SD-LAN Equipment in accordance with the Specifications. Any additions or alterations requested by the Customer shall be at Singtel's sole discretion and, if supplied, shall be supplied at Singtel's then prevailing rates.
- 5.2 The Customer acknowledges that:
 - (a) the Service availability, is subject to availability of resources;
 - (b) the Customer shall be responsible and liable for obtaining the reliable internet services with sufficient bandwidth at the Customer's expense to enable Singtel to deliver the Service.
 - (c) the Customer shall be responsible and liable for obtaining and maintaining at the Customer's expense all licenses, permits, consents, waivers and authorizations or other rights required to import SD-LAN Equipment, and Singtel shall not be required to deliver, install or maintain any SD-LAN Equipment until the same have been obtained and paid.
 - (d) To the extent the Service includes services supplied by one or more other Singtel Group Companies, each such company is entitled to the benefit of these Specific Terms and Conditions in respect of that supply.
 - (e) Subject to Clause 5.2 (d), no other person has any right under the Contracts (Rights of Third Parties) Act (Cap.53B) to enforce these Specific Terms and Conditions.

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- (f) The Customer will identify and notify to Singtel a designated point of contact, familiar with the Customer's equipment, to assist with problem resolution and to field all end-users calls.
 - (g) By subscribing to this service, the Customer will give the entire access control of the SD-LAN Equipment to Singtel unless the Parties agree otherwise. In the event that the Parties opt for Customer access control of the SD-LAN Equipment, the following conditions will be applied:
 - (i) The Customer may change or reconfigure the SD-LAN Equipment by itself provided that in such an event the Customer shall notify Singtel in writing within twenty-four (24) hours of effecting the change or reconfiguration, and
 - (ii) In the event that the Customer carries out the change or reconfiguration to the SD-LAN Equipment by itself, Singtel shall not be liable for any outages, losses, damages, cost or expenses that the Customer may suffer or incur by such change or reconfiguration and the Customer shall pay Singtel any charges, cost or expenses which Singtel may specify as being payment for resolving the outages as a result of effecting the said change or reconfiguration to the SD-LAN Equipment of the Customer
 - (h) Access to the Services may be used only in combination with peripheral equipment that is in compliance with the relevant statutory requirements. The consequences of use of equipment that does not meet those requirements will be at the risk and for the account of the Customer. Various types of peripheral equipment may have different functionalities, which could affect the applications and quality of the Service.
 - (i) The Customer is not permitted to allow third parties to use the Service with the aid of Customer credential. The Customer is responsible for the use of the Service, even if it is used without his knowledge.
 - (j) The Customer is not allowed to misuse a Service, for example by performing acts or by having acts performed:
 - (i) that are contrary to the intention of the Service and/or limit
 - (ii) that cause disruptions in the Service and/or other networks (including computer networks) or telecommunications infrastructures, or that lead to any form of nuisance or unexpected use; or
 - (iii) as a result of which third parties are bothered or threatened or their personal privacy is infringed.
 - (k) If the Customer's use of the Service causes interruptions in the telecommunications traffic (for example due to the use of peripheral equipment that does not work properly), the Customer is obliged to follow the instructions given by Singtel and to accept the related financial consequences. If Singtel considers it necessary it may (temporarily) disconnect the Customer's Service, immediately if necessary, and wholly or partially.
 - (l) Singtel may change the technical characteristics of the Service in order to ensure that it remains in line with current requirements and the prevailing technology
 - (m) Where possible Singtel will endeavour to ensure that the changes referred to in the preceding subsection are implemented in a manner that does not limit the Service's applications.
 - (n) The encryption of data traffic between the SD-LAN Equipment and the peripheral equipment used by the Customer is dependent on the technical limitations of the peripheral equipment. The Customer accepts the risk that data being transported can be accessed by parties other than those for whom it is intended.
 - (o) The Customer is responsible for securing his systems, hardware and data files and the use of any encryption techniques when sending and downloading his data traffic;

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- (p) The technical means by which Singtel supplies the SD-LAN Subscription is at Singtel's sole discretion.
 - (q) SD-LAN uses hardware and software products from third party vendors to provide the Service. Use of the SD-LAN by the Customer shall be subject to the end user license agreement included with the associated products.

5.3 Title and legal and equitable ownership in SD-LAN Equipment is as follows:

- (a) subject to Clause 4.4(b)(ii), for Purchased SD-LAN Equipment, remains vested in Singtel or a Singtel entity applicable to the relevant territory, as the case may be, until payment of the full Fees and Charges for the purchase, delivery (and if SD-LAN-E Installation is ordered, payment of the full Fees and Charges for installation) of the SD-LAN Equipment, at which time ownership shall vest in the Customer;
- (b) for Subscribed SD-LAN Equipment, remains vested at all times in Singtel or a Singtel entity applicable to the relevant territory, as the case may be.

In respect of any SD-LAN Equipment, the title of which does not vest in the Customer in accordance with these Specific Terms, the Customer shall at all times keep all such SD-LAN Equipment, each being deemed to be Singtel Equipment, free from all levies, attachments, liens, encumbrances, charges and other debts. If any claim is made against such Singtel Equipment by a third party due to any act or omission of Customer resulting in any levy, attachment, lien, encumbrance, charge or debt against such Singtel Equipment, the Customer shall give Singtel immediate written notice of the claim and shall fully indemnify and hold harmless Singtel from and against any costs, damages and expenses including those that may be incurred by Singtel in defending or responding to any such claim by such third party without any limitation whatsoever.

5.4 The Customer shall not disassemble, decompile, nor make any alterations, additions or improvements to any Subscribed SD-LAN Equipment, nor to any Purchased SD-LAN Equipment in respect of which SD-LAN Equipment Maintenance is being supplied, nor resell or export any Subscribed SD-LAN Equipment, except with the prior written consent of Singtel, such consent not to be unreasonably withheld.

5.5 Risk in any SD-LAN Equipment shall pass to the Customer upon delivery.

5.6 Without limiting Clause 5.5, the Customer acknowledges that the Customer assumes and shall bear the entire risk of any loss, theft, damage and destruction to the Subscribed SD-LAN Equipment from any and every cause during the term of the subscription and thereafter until the Subscribed SD-LAN Equipment is repossessed by, or returned to, Singtel or its nominated agent. Customer shall:

- (a) promptly notify Singtel in writing any damage to, or loss, theft, or destruction of, any Subscribed SD-LAN Equipment; and
- (b) shall be responsible for, and indemnify Singtel against, any and all costs and expenses incurred by Singtel in making good or replacing the damaged, lost, stolen or destroyed Subscribed SD-LAN Equipment.

5.7 The Customer shall not, nor permit any other person to:

- (a) move any SD-LAN Equipment (as referred to in Clause 5.3) to a location other than the location to which it was delivered; or
- (b) change, deface, obscure or remove any label or markings attached to any SD-LAN Equipment,

except with the prior written consent of Singtel, such consent not to be unreasonably withheld.

- 5.8 The Customer shall obtain Singtel's prior written approval before interconnecting the SD-LAN Equipment to any private or public network whatsoever, such approval not to be unreasonably withheld.
- 5.9 If the Customer engages an external party other than Singtel to install any wiring or cabling required for the provision of the Service, then the Customer must ensure that:
- (a) the proper installation and testing of such wiring or cabling is completed prior to the requested Commencement Date of Service;
 - (b) such wiring or cabling is labeled clearly to demarcate it as belonging to the Customer.

For the avoidance of doubt, the Customer shall be fully liable for any act(s) or omissions of the said third party and Singtel shall not be responsible in any manner for any delay or failure in the provision of the Service caused due to any failure of the Customer in complying with the requirements of this clause.

- 5.10 If the Customer reports a fault on Subscribed SD-LAN Equipment, or on SD-LAN Equipment for which the Customer has subscribed for SD-LAN Equipment Maintenance or if Customer reports a fault on SD-LAN Subscription and, following investigation by Singtel, either no fault is found or Singtel determines that the fault is not with the SD-LAN Equipment, or the SD-LAN Subscription, as the case may be, then Singtel may charge the Customer a fee for the fault report at Singtel's then prevailing rates.
- 5.11 Except as expressly provided otherwise in these Specific Terms, and to the maximum extent allowed by law, Singtel disclaims all warranties, express, implied or statutory, including without limitation warranties of merchantability and fitness for a particular purpose.
- 5.12 The Customer may, with the written consent of Singtel, purchase additional features or services ancillary to the Service and, on provision of those additional services or features, these Specific Terms and Conditions shall also apply to those additional services or features.

6. Provision of Work

- 6.1 Singtel shall charge for all Work at Singtel's then prevailing rate.
- 6.2 In addition to the Fees and Charges in Clause 3 of the General Terms, a surcharge shall be payable for any Work on public holidays, the eve of public holidays, or outside the following hours (working hours are with reference to time zone/location where the Works are to be performed by Singtel) :

Monday to Friday	9am - 5pm
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except that this Clause 6.2 shall not apply to any SD-LAN Equipment Maintenance that is supplied on a 24 hour, seven day a week basis.

- 6.3 Where the Customer requests that Singtel provide any Work within a specific period Singtel shall, in consultation with the Customer, determine the date ("RFS Date") to complete the Work.
- 6.4 If Singtel is unable to complete all or any of the Work on or before the RFS Date, then the Customer shall be entitled to:
- (a) cancel that part of the Work that Singtel is unable to complete on or before the RFS Date, without being liable to pay any charges stated at Clause 4.5 of these Specific Terms and Conditions; or

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- (b) accept that part of the Work that Singtel has completed on or before the RFS Date, but provided always that Customer shall only be liable to pay for the Service upon completion of the Work,
- and provided always that the Customer shall have no other claim against Singtel, and Singtel shall have no liability in contract, at law or in equity, for failure to complete the Work before the RFS Date.
- 6.5 If the Customer requests to defer completion of the Work to a date after the originally agreed RFS Date, then:
- (a) the Customer shall be liable to pay a reservation fee at Singtel's then prevailing rate (and, for the purposes of this clause, the period of reservation shall be the period between the originally agreed RFS Date and the date of completion of the Work); and
- (b) if the deferral relates to SD-LAN Equipment Installation and is to a time more than 14 calendar days after the originally agreed RFS Date, Singtel shall be entitled to charge the Customer for the Purchased SD-LAN Equipment or SD-LAN Equipment Subscription (as applicable) on the earlier of three months after the originally agreed RFS Date, or on installation of the SD-LAN Equipment.
- 6.6 If the Customer cancels the Work, the Customer shall be liable to pay the cancellation charges at Singtel's then prevailing rate without prejudice to any of Customer's obligations to pay any other sums under these Specific Terms or the General Terms.
- 6.7 Singtel shall not be liable for any causes beyond Singtel's reasonable control including but not limited to any acts of God, diseases, epidemics, social or civil unrest, catastrophic incidents, riots, vandalism, terrorism, lightning, power failure, fire, flood, earth quake, emergency, curfew, industrial disputes, acts of omission of any person for whom Singtel is not responsible or any such causes whether similar or otherwise.
- 7. SD-LAN Equipment Installation and Maintenance Service**
- 7.1 SD-LAN Equipment Installation covers locations that are within 4 hours driving time from Singtel's vendor's service centre, unless otherwise stated in the SRCA form, in which case extra charges may apply.
- 7.2 For Purchased SD-LAN Equipment, SD-LAN Equipment Maintenance may be subscribed separately. With respect to SD-LAN Equipment Subscription, SD-LAN Equipment Maintenance forms part of the subscribed Services.
- 7.3 SD-LAN Equipment Maintenance includes the following:
- (a) repair and replacement of defective SD-LAN Equipment components within the hours selected in the SRCA Form;
- (b) onsite response to locations within 4 hours driving time from Singtel's vendor's service centre upon confirmation from Singtel that onsite intervention is required, unless otherwise stated in the SRCA Form, in which case extra charges may apply;
- (c) supply of substitute SD-LAN Equipment or SD-LAN Equipment parts for any SD-LAN Equipment or SD-LAN Equipment parts unable to be repaired onsite, until the SD-LAN Equipment is repaired and returned to the Customer.
- 7.4 The Customer's additional responsibilities in subscribing for SD-LAN Equipment Maintenance include:
- (a) Ensuring that the SD-LAN Equipment to be maintained under the SD-LAN Equipment

Maintenance service is kept and operated within the environmental conditions specified by the manufacturer and in accordance with applicable product documentation.

- (b) Maintaining the SD-LAN Equipment at the current software and hardware versions supported by the manufacturer and endorsed by Singtel (and the Customer acknowledges that, for versions not supported by the manufacturer, Singtel will endeavour to supply SD-LAN Equipment Maintenance but specifically disclaims any and all liability, representations and warranties (express or implied) as to the availability of or ability to procure any support and/or spare parts. Customer shall bear any and all risk in applying any SD-LAN Equipment maintenance service in respect of any such SD-LAN Equipment as aforesaid, which shall for the avoidance of doubt include any non-SD-LAN equipment;
- (c) Providing all serial numbers to Singtel for the SD-LAN Equipment to be maintained.
- (d) Responsibility for instituting and following appropriate operating procedures, re-start and recovery routines and other procedures and safeguards necessary to ensure that Customer' operations are not affected by or during the provision of SD-LAN Equipment Maintenance.
- (e) Maintaining all appropriate back-ups of data and programs necessary to replace any data or programs in the event of any loss or damage to such programs or data from any cause.
- (f) Reference the applicable Singtel case number when making enquiries about the progress of an open case.

7.5 The SD-LAN Equipment Maintenance Service shall not include the following:

- (a) Correction of any errors or defects caused by the operation of the SD-LAN Equipment in a manner other than that specified in the User Documentation;
- (b) Correction of any errors or defects due to normal wear and tear or similar damage;
- (c) Correction of any errors or defects caused by any modification, revision, variation or alteration of any part(s) of the SD-LAN Equipment not authorised by Singtel;
- (d) Correction of any errors or defects caused by the failure of the Customer to provide suitably trained personnel to use and operate the relevant SD-LAN Equipment component in accordance with the User Documentation and/or Singtel's Specifications;
- (e) Restoration of any data lost, damaged or misplaced whatsoever;
- (f) Rectification or repair of any damage to the SD-LAN Equipment whatsoever that is howsoever caused by any act or omission of the Customer, its employees or agents including via carelessness, negligence and/or any deliberate or wilful act;
- (g) Any relocation of the SD-LAN Equipment;
- (h) The provision of enhancements designed to extend or improve or alter the functionality of SD-LAN Equipment to provide facilities not contained in the User Documentation and/or otherwise not agreed by the Parties upon Customer's execution of the SRCA Form.

7.6 Where the Customer has opted for SD-LAN Equipment Subscription, the maintenance of associated SD-LAN Equipment is dependent upon whether the manufacturer is able to provide and continue providing any maintenance services in respect of the said equipment. In the event that the manufacturer ceases to provide the maintenance support for such subscribed SD-LAN Equipment for any reasons or whatsoever, including but not limited to the subscribed SD-LAN Equipment being rendered obsolete, then Singtel may

act its option choose to replace the subscribed SD-LAN Equipment with a different model and the Customer shall be liable to pay any increases of the fees and charges, if necessary.

In the event, the Customer refuses to agree to such replacement and/or increase in charges, then Singtel shall not be liable in the event of any failure, degradation or disruption of the Services provided under or through the subscribed SD-LAN Equipment.

8. Protection of Personal Data

- 8.1 If and insofar as, Singtel processes data, including the Customer personal, traffic and location data, Singtel will do so in accordance with the applicable legislation and regulations, in particular the Singapore Personal Data Protection Act and the Singapore Telecommunications Act.
- 8.2 Where the Customer requests Singtel to carry out more detailed analytics and pursuant thereto, Customer provides to Singtel personal data of the Customer as well as personal data of users of the SD-LAN Network, the Customer shall be responsible for obtaining the necessary consents to release such third party personal data to Singtel and for use of such data by Singtel to carry out the contracted Service for the Customer. Customer shall indemnify and hold harmless Singtel from and against any claims by any third party arising by reason of Singtel's use of such data provided by the Customer to carry out the Service at Customer's request.
- 8.3 The technical means by which Singtel supplies the analytics report and format of the analytics report shall be determined by Singtel, and may be revised or amended by Singtel from time to time, at its absolute discretion.
- 8.4 The Customer agrees that Singtel shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with Clause 15 of the General Terms.

9. General

- 9.1 The Parties shall be bound by and shall fully observe and comply with all the General Terms as well as such other terms and conditions as may be agreed or accepted by each other. The rights and protections conferred under these Specific Terms and Conditions shall be additional to the rights and protections conferred under the General Terms and any other terms and conditions agreed or accepted by the Parties.
- 9.2 Any Clause in the General Terms, these Specific Terms and Conditions, or any other terms and conditions that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other Clauses, which Clauses shall continue to be valid and enforceable to the fullest extent permitted by law.
- 9.3 The Service provided by Singtel under these Specific Terms and Conditions may not be re-sold or otherwise re-provided by the Customer to any other person(s) whomsoever. In the event that the Customer desires to re-sell or re-provide the Service, the Customer and Singtel shall enter into a separately negotiated agreement prescribed for the same by Singtel containing the terms and conditions for such a re-sale or re-provision.