

Security Consulting Services – Specific Terms and Conditions

The Security Consulting Service (“**SCS**”) are professional services and/or engagements which are to be made available to the customer for consultation or advice.

The SCS Specific Terms and Conditions (“**SCS Service Terms**”) set out the basis to which MyRepublic will perform the services set forth in a Statement of Work (hereinafter “**SOW**”) mutually approved and agreed upon in writing.

This SCS Terms shall be read in conjunction with the MyRepublic Business General Terms and Conditions (“**Business General Terms**”).

1. Definition and Interpretation

1.1. In these SCS Terms, words and expressions shall have the following meaning:

“**Business Hours**” refer to Monday-Friday (excluding public holidays), from 9am to 5.00pm in Singapore;

“**Customer**” means the company, business or organisation that applies for and/or acquires services from MyRepublic; and “you” and “your” have corresponding meanings;

“**Equipment**” means any hardware and software owned by either MyRepublic, or MyRepublic supplies that is used to provide the SCS to you, and includes any hardware and software that you have purchased from MyRepublic and have fully paid for, to access the SCS.

“**MyRepublic**” means MyRepublic Broadband Pte Ltd (Company No: 202125011N), and “we”, “us” and “our” have corresponding meanings;

“**Service Commencement**” means the commencement of the SCS supplied to the Customer according to the service scope detailed in the SOW;

“**Service Completion**” means the completion of the SCS supplied to the Customer according to the service scope detailed in the SOW.

1.2. For the purposes of interpretation and construction of the agreement:

1.2.1. words importing the singular or plural include the plural and singular respectively

- 1.2.2. headings are inserted for convenience only and do not affect the interpretation of this agreement;
- 1.2.3. words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; and
- 1.2.4. any reference to any statute or regulation is a reference to that statute or regulation as amended or replaced.

2. Terms of Service

- 2.1. MyRepublic agrees to provide and Customer agrees to take and pay for the services set out in a statement of work (the "Services").
- 2.2. The Services are provided at Customer's request and Customer accepts that it is responsible for ensuring that the Services are suitable for its own needs.
- 2.3. MyRepublic will provide to Customer an appropriately qualified person(s) (the "Consultant"). The Consultant will perform the Services in an efficient and professional manner, during business hours, under proper skill and care and will make their best effort to meet any agreed target dates.
- 2.4. All title, ownership rights and world-wide intellectual property rights or other such information or materials that are developed or provided by MyRepublic in the course of delivering the Services (collectively, "MyRepublic Intellectual Property"), is and will remain the exclusive property of MyRepublic (or its affiliates and/or licensors as applicable). Customer may, however, subject to payment of all fees due under this Agreement, retain any deliverables provided to it under a SOW and may use such deliverables for its own internal purposes in accordance with terms and conditions of the software license noted above.

3. Application and Eligibility

- 3.1. You may apply for the SCS through our authorised representative in person or in writing using our latest application forms ("**Application**").
- 3.2. You must comply with the below requirements in order to be eligible for the SCS:
 - 3.2.1. be an entity that is registered with the Accounting and Corporate Regulatory Authority (ACRA) of Singapore or with a Singapore Unique Entity Number (UEN);
 - 3.2.2. qualify under our credit policy including not having any outstanding debt with us;
 - 3.2.3. provide details of an authorised contact person with a valid email address and contact phone number; and
 - 3.2.4. provide us accurate and complete background information necessary or desirable for us to supply the SCS, and
 - 3.2.5. not have been a customer who has previously misused our services.
- 3.3. We may request for additional technical documentation including completed cybersecurity assessment questionnaires as part of your Application.
- 3.4. As part of the Application assessment, we may seek verification of your identity and credit status with our authorised bodies / suppliers. You authorise us to verify your credit status with any credit reference agency, at our cost, and to disclose information about you to any credit reference agency for that purpose. Subject to any applicable privacy laws, we do not have to disclose our credit criteria or the reasons for our decision on any Application. We do not accept responsibility for the accuracy of any information provided to us about you by a credit reference agency.
- 3.5. We may impose additional conditions when accepting an Application such as a credit limit, or we may require you to pay a security deposit before we activate and supply the SCS.

- 3.6. We reserve the right not to accept your Application of the SCS at our sole discretion and without any liability to you.
- 3.7. The service lead-time of the SCS is stated in the statement of work and subject to availability of resources, access, and the procurement of all relevant approvals.
 - 3.7.1. We have the right to reject your Application if we are unable to meet the Service Completion date requested by you.
 - 3.7.2. We shall not be liable if the provisioning lead-time is not met due to events outside our control, including but not limited to, any third party's act and/or omission. We reserve the right to change the provisioning lead-time without liability.
- 3.8. If we accept your Application, we will inform you in writing that your Application has been accepted for processing. Thereafter, we will use our commercially reasonable endeavours to provide the SCS by Service Completion date requested by you, subject to clauses 2.2, 3.1 and 3.6 above.
 - 3.8.1. If you cancel an Application after we accepted your Application, a cancellation charge shall apply.

4. Commitment Period

- 4.1. The SCS under this agreement shall remain active or in-service for a period not less than the contract term as set out in the Statement of Work, starting from the Service Commencement date. ("**Commitment Period**").
- 4.2. If the SCS was suspended from active service, the Commitment Period of the SCS will be extended by the period of suspension.
- 4.3. If we agree to any changes to the SCS requested by you (including any upgrade of service plan) or the renewal of the SCS plan, we are entitled to require the Commitment Period to be continue until its expiry or added to the new contract term in the event of service extension/renewal.
- 4.4. If the Services are completed in less time than is estimated in the applicable SOW, the unused time shall expire and shall not be available for subsequent engagements.
- 4.5. If Customer has pre-purchased a block of Services time, any unused time shall expire 12 months from the date of purchase of such time.

5. Service Delivery

- 5.1. You acknowledge and agree that the service delivery and undertaking of the SCS is subject to:
 - 5.1.1. availability of all required information, including detailed demarcation information and onsite contact information;
 - 5.1.2. availability of service, resources, access and the procurement of all relevant approvals at the time at which the SCS is requested or delivered;
 - 5.1.3. you, your representative, cooperating with us in the installation and provisioning procedures;
 - 5.1.4. geographic and technical capacity of our delivery personnel at the time at which the SCS is requested or delivered; and
 - 5.1.5. lead-time for the SCS and/or the Equipment. Such lead-time will be determined by us in our discretion and may be changed by us.

- 5.2.** We reserve the right not to provide the SCS on your Premises where we consider it uneconomic or unsafe to do so, or if:
- 5.2.1. the service application form that you submitted is not duly completed and signed;
 - 5.2.2. you did not provide us with the information we need in clause 3.3 above;
 - 5.2.3. we are unable to provide the SCS due to any of the reasons stated in clause 5.4 below;
 - 5.2.4. you do not agree to pay for additional charges that is not borne by us.
- 5.3. We may need to access your Premises for various reasons. You represent and warrant that you are the lawful owner or occupier of such Premises and that you have obtained all necessary consents, licenses and permits, and to provide us (including our employees, our contractors and their employees) safe access to your Premises.
- 5.4. We have the right to decline the SCS or impose such conditions (including the payment of any charges or reimbursement of expenses by you) as we may deem appropriate and defer the engagement or deliverables of the SCS to you until after all such conditions have been fulfilled if we are of the opinion that:
- 5.4.1. costs, expenses or manpower resources which exceeds the amount usually required on the part of us for to deliver the SCS; or
 - 5.4.2. the delivery of SCS would result in (or likely to result in) or cause (or likely to cause) us to provide any services which are not usual to, or are outside the scope of, our standard services.
- 5.5. We have the right to cancel or terminate the Application if you postpone, delay or do not respond to our request for service commencement beyond the service completion date in your Application. In such a case, the cancellation charge shall apply. You are therefore advised not to submit an Application if you are not available for us to engage you for the purpose of this agreement.
- 5.6. Deferment of Service Commencement date: You can defer the Service Commencement date given in your application form to your account manager up to a maximum of 7 days ("initial deferment period"). Thereafter we will proceed with the service. Subsequent request for deferment of Service Commencement date will not be allowed. You acknowledge that the Application will be cancelled, and the cancellation charge will be imposed, if you do not allow us to continue with the SCS after the initial deferment period.
- 5.7. If Customer cancels or requests a rescheduling of a mutually confirmed Services Commencement date with less than one (1) week notice to MyRepublic, the following shall result:
- 5.7.1. if cancellation by the Customer occurs within forty-eight (48) hours of the scheduled date for such Services then 50% of the scheduled Services time shall be forfeited, or
 - 5.7.2. if cancellation by the Customer occurs within one (1) hour of the scheduled time for such Services then 100% of the scheduled Services time shall be forfeited; unless otherwise agreed by MyRepublic at its sole discretion.
- 5.8. We will not be liable in any way to you for any loss, damage or liability incurred or sustained by you caused by or arising as a result of:
- 5.8.1.1. the rejection of any application for the SCS;

6. Customer Responsibilities

- 6.1. Customer shall pay for the Services at the rate set out in the relevant SOW or otherwise agreed in writing by us. The rates are exclusive of any value added tax that shall be payable by Customer at the rate and in the manner prescribed by law.

- 6.2. Customer shall provide the Consultant with all information and help reasonably required by the Consultant and shall make available such of its own appropriately qualified staff as may be reasonably required to assist the Consultant with the performance of the Services, including:
 - 6.2.1. providing the Consultant with such computer facilities, and office facilities at its premises as may reasonably be necessary to enable the Consultant to perform the Services including suitably equipped accommodation and facilities for making telephone calls to and from the Consultant's offices in private;
 - 6.2.2. providing full access to those areas of Customer's premises that are required for performance of the Services;
 - 6.2.3. authorizing the Consultant to have access to those computer systems to which it is reasonably necessary to have access for the provision of the Services; and Customer shall take all reasonable steps to ensure the health and safety of the Consultant while they are at Customer's premises.

7. Customer and Technical Support

- 7.1. Unless otherwise stated, we provide email and phone technical service support as provided in our website or through our authorised representative. For security and accountability purposes, we will only provide support to any of your officers provided your application form.

8. Matters beyond Our Control

- 8.1. We will not be liable for any delay or failure in performance under this agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer software or software malfunction, electrical power failure, faults, interruption or disruption of the Network or the networks of other Service Providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) epidemics of infectious diseases or acts of terrorism.
- 8.2. Without prejudice to clause 8.1 above, we will not be liable for any delay or failure in performance under this agreement resulting from any delay or failure of any third party (including any supplier) to deliver or provide any facilities, infrastructure, equipment or services to us.

9. Indemnity

- 9.1. You must indemnify us, our affiliates, employees, directors, agents and suppliers against all claims, damages, losses and liabilities resulting from your use of the SCS, your negligence, omission, act or breach of this agreement

10. Liability

- 10.1. The SCS (including any installation or support services) are provided on an "as is" and "as available" basis and you agree that you use the SCS or rely on any Content obtained through the SCS at your sole risk. We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement, to the fullest extent allowed by law. No advice or information whether oral or written, obtained by you from us or through the SCS will create any warranty not expressly set out in this agreement. Without prejudice to the foregoing, we will not be liable for any delay or failure to provide the SCS, or any interruption or degradation of the SCS quality which may arise from the following:

- 10.1.1. an act or omission of an underlying carrier, Service Provider, vendor or other third party;
 - 10.1.2. equipment, network or facility failure;
 - 10.1.3. equipment, network or facility upgrade or modification;
 - 10.1.4. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and governmental actions;
 - 10.1.5. equipment, network or facility shortage;
 - 10.1.6. equipment or facility relocation;
 - 10.1.7. service, equipment, network or facility failure caused by the loss of power to you;
 - 10.1.8. any act or omission by you or any person using the SCS or Equipment provided to you;
 - 10.1.9. any third party's service, equipment, software, network or facility; or
 - 10.1.10. any other cause that is beyond our control, including, without limitation, a failure of or defect in any Equipment, the failure of an incoming or outgoing communication, the inability of communications to be connected or completed, or forwarded.
- 10.2. Without prejudice to clause 10.1 above, we make no warranty:
- 10.2.1. that the SCS, the software or any equipment (which we provide to you, including the Equipment) will not cause any harm to your applications, equipment, hardware, software, networks or Content;
 - 10.2.2. as to the accuracy, reliability or quality of any content obtained through the SCS or that defects in any software will be corrected; and
- 10.3. Except as set out in this agreement, we expressly exclude all other liability we may have to you, including all liability in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for our benefit and that of other Service Providers whose networks are connected to each other or to the Network, all companies, directly or indirectly owned, wholly or partly owned or controlled by us or any of these parties, and all their officers,

employees, contractors and agents or anyone else to whom we or these parties are responsible (“the **Relevant Parties**”) and whether it relates to anything caused by or resulting from anything any of us does or does not do or delays in doing (even if done, omitted or delayed fraudulently, wilfully, recklessly, maliciously or negligently), whether or not it is contemplated or authorised by any agreement you have with us.

- 10.4. Under no circumstances will we or any of the Relevant Parties be liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.
- 10.5. Under no circumstances will we or any of the Relevant Parties be liable for any lost profits, revenue, business or anticipated savings, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.
- 10.6. The limitations and exclusions of liability in this agreement shall not apply to any liability we or any of the Relevant Parties may have in respect of any death or personal injury resulting from our negligence.
- 10.7. The limitations and exclusions of liability in this agreement shall not apply to any liability which cannot be lawfully excluded or restricted under the Unfair Contract Terms Act (Cap. 396).

11. Revision

- 11.1. We reserve the right to change, amend or revise this Specific Terms and Conditions. The revised Specific Terms and Conditions shall become effective once posted on the MyRepublic website.

Updated and effective on 4 Mar 2022