

## Managed Security Services – Specific Terms and Conditions

The Managed Security Service (“**MSS**”) is the monitoring and/or management of security Supplies and/or Services, with security event analysis and notification.

The MSS Specific Terms and Conditions (“**MSS Service Terms**”) set out the basis in which MyRepublic will provide the MSS to you.

This MSS 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 MSS 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 equipment owned by either MyRepublic, or MyRepublic supplies that is used to provide the MSS to you, and includes any hardware equipment that you have purchased from MyRepublic and have fully paid for, to access the MSS.

“**Installation Address**” refers to the address of the Premises at which we agree to provide the MSS to you. The address must be registered and have a correct, existing and valid unit number within the Premises.

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

“**Premises**” means the property bearing the Installation Address which we provide the MSS and is connected to the Network; and

“**Service Commencement**” means the successful connection of the MSS so that the service is available for use by the Customer;

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. Scope of Services**

- 2.1. We will supply the MSS to you in accordance with the details set out in the statement of work, until the MSS is terminated in accordance with the provisions of this agreement
- 2.2. The MSS is offered only to premises located within Singapore mainland and limited number of connected islands (such as Jurong Island) only.
- 2.3. Our scope of works includes installing Equipment in your Premises, configuring the Equipment, and testing and activating the MSS, providing support for the MSS and Equipment, and collection of Equipment when you terminate the MSS with us.
- 2.4. In the event that we suspect that you are using or allowing the MSS to be used for fraud, misconduct or any other illegal or improper purpose, we will refer this to the relevant authorities without notice to you and comply with directions or guidelines issued by them without further reference to you.

## **3. Application and Eligibility**

- 3.1. You may apply for the MSS 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 MSS:
  - 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 MSS, 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 deMyRepublication 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 MSS.
- 3.6. We reserve the right not to accept your Application of the MSS at our sole discretion and without any liability to you.

- 3.7. The provisioning lead-time of the MSS is stated in the statement of work and subject to network coverage, availability of network, service, resources, access, in-building cabling and tray and the procurement of all relevant approvals.
- 3.7.1. The Request for Service (“RFS”) date in your application form should not be shorter than the provisioning lead-time of the MSS. We have the right to reject your Application if we are unable to meet your RFS date.
- 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 MSS on the RFS date, subject to clauses 2.2, 3.1 and 3.7 above.
- 3.8.1. If you cancel an Application after we accepted your Application, a cancellation charge shall apply.
- 3.8.2. If you cancel an Application after the MSS has been installed, termination clause 13.3 shall apply.

**4. Minimum Commitment Period**

- 4.1. The MSS under this agreement shall remain active or in-service for a period not less than the contract term as set out in the application form, starting from the Service Commencement date (“**Minimum Commitment Period**”).
- 4.2. If the MSS was suspended from active service, the Minimum Commitment Period of the MSS will be extended by the period of suspension.
- 4.3. If we agree to any changes to the MSS requested by you (including any upgrade of service plan) or the renewal of the MSS plan, we are entitled to require the Minimum Commitment Period to be continue until its expiry or added to the new contract term if it is an early renewal.

**5. Service Provisioning and Activation**

- 5.1. You acknowledge and agree that the installation, provisioning and activation of the MSS 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 MSS 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 systems at the time at which the MSS is requested or delivered; and
  - 5.1.5. provisioning lead-time for the MSS and/or the Equipment. Such provisioning lead- time will be determined by us in our discretion and may be changed by us.
- 5.2. We reserve the right not to provision the MSS to 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 MSS 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, including to provide scissors lift, boom lift or scaffolding in places where ceiling or cabling route are 3m or higher from the floor, for civil works, additional mechanical and electrical works; or
- 5.2.5. the operating conditions and specifications stipulated by us for the proper performance of the MSS, or the installation, operation and maintenance of the MSS and the Equipment, is not provided.
- 5.3. We may need to access your Premises to conduct a site survey, and subsequently followed by the installation of the Equipment, configuration of Equipment, and testing and activation of the MSS. You represent and warrant that you are the lawful owner or occupier of such Premises and that you have obtained all necessary consents, licences and permits, and to provide us (including our employees, our contractors and their employees) safe access to your Premises.
  - 5.3.1. You or your representative, including building management must be physically present at the time of installation and any other locations on the date(s) agreed to by us. Such building access and escort must also be provided to other necessary personnel to perform the installation of the MSS.
- 5.4. We have the right to decline to install the MSS or impose such conditions (including the provision of equipment, the payment of any charges or reimbursement of expenses by you) as we may deem appropriate and defer the installation and/or provision of the MSS to you until after all such conditions have been fulfilled if we are of the opinion that the installation of the MSS at the Premises would result in (or likely to result in) or cause (or likely to cause):
  - 5.4.1. any risk of injury to any person;
  - 5.4.2. the use of equipment which not commonly used in the installation of the MSS;
  - 5.4.3. the relocation of any structure, fixture or fitting at the Installation Address;
  - 5.4.4. costs, expenses or manpower resources which exceeds the amount usually required on the part of us for the installation of the MSS; or
  - 5.4.5. us to provide any services which are not usual to, or are outside the scope of, our standard installation 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 site survey and/or Equipment installation, or service activation beyond the RFS date in your Application. In such a case, the cancellation charge shall apply. You are therefore advised not to submit an Application if the installation site is not ready or if you are not available for us to engage you for the purpose of this agreement.
- 5.6. Deferment of RFS date: You can defer the RFS 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 installation and delivery. Subsequent request for deferment of RFS 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 installing and activating the MSS after the initial deferment period.

- 5.7. Cancellation of MSS after Equipment have been installed: If you cancel your Application after the Equipment have been installed, we will treat it as a termination request and termination clause 13.3 shall apply.
- 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 MSS; and/or
  - 5.8.1.2. our determination that the Installation Address or Premises is not feasible for installation or operation of the MSS.
- 5.9. Unless otherwise stated, all works will be carried out during our Business Hours. You may request for works to be carried out after Business Hours with additional fees (refer to Field Engineer On-site (After Business Hours) charges in clause 18. This fee will be charged if you cancel or postpone an appointment less than 2 hour from the appointment time, or if you fail to process access and on-site guidance to our Field Engineers (**FE**) at the agreed appointment time.
- 5.10. If you have procured other MyRepublic products, services, professional service and/or managed services together with the MSS Application, where the scope of work which we have quoted for and are provided in your Application, we will endeavour to coordinate and deliver the services together during the installation period, subject to the terms and conditions of the specific products and services, availability of hardware, resource, timeslot and access to the Premises.
- 5.11. If you have made any change request to an order during installation and provisioning of the MSS, the provisioning lead-time shall restart from the date of acceptance of the revised Application, subject to clause 3.6.
- 5.12. Unless otherwise explicitly specified in the Application, we do not support any 3rd party equipment and/or services (e.g. router, switch, CCTV, network printer, servers) that we do not supply. You will need to engage your IT personnel or vendor to setup, maintain, support, configure, replace and troubleshoot any issues related to the 3rd party equipment and/or services. Where your IT personnel or vendor need to be present to connect to our Equipment and/or MSS, you are fully responsible to communicate, coordinate, arrange and ensure his presence during our installation works. We should not be held back, delayed or hindered in our works by the absence of your IT personnel or vendor. Where we are being delayed due to such scenarios, additional FE on-site charges in clause 18 shall apply.

## **6. Equipment**

- 6.1. We will provide the necessary Equipment on a rental basis, and equipment which we have agreed to supply, for the activation of the MSS as provided in our quotation to you, and your Application to us.
- 6.2. As we are not the manufacturer of any equipment we provide, we shall not be held responsible for any equipment defects or any loss or damage arising out of such defects, even if we supplied the equipment.
- 6.3. You bear all risks associated to the equipment we provided, from the time we install the equipment at your Premises. You are responsible for the use and performance of the equipment. We will not be responsible for the performance (including but not limited to trouble-shooting) of the equipment, or any related hardware or software.
- 6.4. You will be responsible for the care and maintenance of all the equipment we provided at your premises, fair wear and tear excepted unless you fail to comply with clause 6.5. Where we need to replace the equipment due to loss or damage, the equipment charges and FE on-site service fee as provided in clause 19 shall apply.
- 6.5. You shall provide sufficient space, electrical power, keep and use the equipment in a suitable place with appropriate operating conditions, including sufficient ventilation which is free from oil and dust, in accordance with the guidelines, instructions or specifications given by us or the manufacturer. We have the right to reduce our technical support scope, including replacing or loaner support for faulty equipment, if you do not meet our operating conditions and specifications stipulated by us for the proper performance of the MSS and the equipment we provided.
- 6.6. The equipment we provided come with a limited warranty at the time of receipt. You need to refer to the warranty document provided with the equipment for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties or remedy for any defect in the equipment will be according to the terms of the manufacturer's warranty.
- 6.7. You must comply with all applicable laws and instructions, notices or directions issued by the relevant regulatory authority or us from time to time in respect of the installation, use, operation and/or upgrade of the equipment we provided.
- 6.8. You should not use the equipment in conjunction with any application, equipment, hardware, software or network other than in the manner approved by us.
- 6.9. You are solely responsible for the equipment and must not modify or in any way interfere with, nor allow anyone else (other than a person authorised by us) to do so. You must not change the electronic serial number or equipment identifier of the equipment we provided, or to perform a factory reset of the equipment without our prior consent. We reserve the right to suspend or terminate your MSS and retrieve the Equipment if we determine that you have tampered with the Equipment. In the event of such suspension or termination, you will remain responsible for all the related charges such as the suspension and reactivation fee, deactivation fee and early termination fee where applicable.
- 6.10. If there is a failure of the equipment we provided, and where we agree to replace the equipment, we do not guarantee that the replacement equipment will be of the same or similar model.
- 6.11. Where required, we may assign a user login credential and password to you to allow you access to the equipment or MSS.

- 6.12. You will keep the user login credential and password confidential and will not reveal or disclose the user login credential and/or password to any person except to your authorised user(s).
- 6.13. We will have the right to withdraw and assign a new user login credential and/or password to you when we have reason to believe the user login credentials and/or password has been compromised.
- 6.14. We will also have the right to withdraw the user login credentials and/or password from you:
  - 6.14.1. if the MSS is terminated; or
  - 6.14.2. when we find that you have not complied, is not complying or is likely not to comply with your obligations under this agreement.
- 6.15. You need to take all such measures as may be necessary (including but not limited to changing your password from time to time) to protect the secrecy of your user login credentials and/or password. You will fully indemnify us with your use of the MSS. This paragraph shall survive the termination of this agreement.
- 6.16. Except for the equipment we agreed to provide, you are solely responsible for providing all other equipment, hardware, software, telecommunications services and power supply necessary to connect to and use the MSS.

## **7. Billing**

- 7.1. You will pay any one-time charges, recurring subscription fee(s) for the MSS at the prevailing prescribed rate(s) within 7 Business Days or the credit payment term as agreed between us. You will be billed in advance for the subscription fees at monthly intervals or such intervals as may be approved by us.
- 7.2. The MSS promotional or discounted price is the charges below the usual price as provided in our quotation and applies for the Minimum Commitment Period only. Usual price will apply after the Minimum Commitment Period unless otherwise specified in the Application. You are strongly encouraged to renew your MSS package at least 1 month before the end of the Minimum Commitment Period to ensure that you continue to enjoy the promotional or discounted price.
  - 7.2.1. Free months, if offered, applies at the start of the contract term, unless otherwise provided in the Application.
  - 7.2.2. Free premiums, if offered, can be claimed only after Service Commencement and we have received the first payment for the MSS is activated.

## **8. Customer and Technical Support**

- 8.1. 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.
- 8.2. We monitor the Equipment and connections for outages. If we receive an alert from our system, we will contact you to clarify and resolve the issue remotely.
- 8.3. If there is a fault that we could not resolve remotely, with your permission and agreement, we would dispatch a FE on-site to troubleshoot the issue as soon as we can or the next business day. The provision of on-site support is subject to resource availability.

- 8.4. We will only provide on-site support at the Installation Address provided by you in the application form.
- 8.5. If we established that the cause of the fault does not lie with our service, our network or the equipment supplied by us, we will need to charge you for FE on-site service fee. For clarity of doubt, you are responsible for any fault caused by damages to the cable/fibre, the trunking, or equipment within your Premises.
- 8.6. If you request for a service call or request to change, replace or reconfigure any Equipment supplied by us, we have the right to charge our standard FE on-site service fee for every request. We will use our commercially reasonable endeavours to assist you in troubleshooting the Equipment supplied by us but will not be responsible if we fail to troubleshoot or resolve the fault.
- 8.7. We are not responsible for providing any support to your equipment or network.

#### **9. Change of Service Plan**

- 9.1. You may request to change your MSS plan during your contract term to a MSS plan however an upfront charge as well as a change in the monthly subscription charges may apply.
- 9.2. A downgrade of MSS plan will constitute a termination of existing MSS and termination clause 13.3 shall apply.
- 9.3. A change of plan request is subject to clause 3 above.

#### **10. Relocation**

- 10.1. You may relocate your MSS to a new premise by informing us in writing, subject to clause 5 above and to our absolute discretion.
- 10.2. If we relocate any MSS, you must pay us our prevailing relocation charges for the relocation request. Once the Service have been provisioned at the new site, your existing contract (if applicable) would be transferred to the new circuit.
- 10.3. In the event where we are unable to provide the MSS, Equipment and/or ancillary items at the new site during the minimum period of service and/or if you decide to terminate the MSS due to delay in provisioning, termination clause 13.3 shall apply.

#### **11. Renewal of Service Package**

- 11.1. You may renew your MSS plan and secure a promotional or discounted price within 3 months remaining in the Minimum Commitment Period, subject to clause 4.
- 11.2. If you wish to renew your MSS plan earlier, we have the right to extend your contract period by the remaining terms in the Minimum Commitment Period and impose an early renewal fee (ERF).

#### **12. Suspension and Reactivation**

- 12.1. We reserve the right to suspend your MSS due to non-payment of our charges. We will reactivate your MSS after you have paid us all outstanding amounts due or payable to us, and subject to clause 4 and a suspension and reactivation fee.



- 12.2. We may suspend all or any part of the MSS without compensation and without prejudice to our rights to damages if:
  - 12.2.1. you breach any of the terms and conditions of this agreement or any other agreement you have with us; or
  - 12.2.2. you provide incorrect, false or incomplete information to us.
- 12.3. If and when you make good any breach or default within 7 business days, we will reactivate your MSS. If you do not take the necessary actions after 7 business days, we have the right to terminate your MSS immediately according to termination clause 13.3.

### **13. Termination**

- 13.1. Either party can give at least 90 days' written notice to the other party to terminate the MSS and this agreement, unless otherwise specified herein.
- 13.2. We may terminate all or any part of the MSS or terminate this agreement with immediate effect without compensation and without prejudice to our rights to damages for any antecedent breach by you of this agreement if:
  - 13.2.1. you breach any of the terms and conditions of this agreement or any other agreement you have with us;
  - 13.2.2. you become or threaten to become bankrupt or insolvent, or die;
  - 13.2.3. you make any arrangement or composition with or assignment for the benefit of your creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of your assets;
  - 13.2.4. the equivalent of any of the events under the laws of any relevant jurisdiction occurs to you;
  - 13.2.5. you provide incorrect, false or incomplete information to us;
  - 13.2.6. the requirements of any relevant regulatory authority result in us having to stop providing the MSS or to provide the MSS in a manner which is unacceptable to us;
  - 13.2.7. if you are likely to create imminent harm to our Network or any third party's networks or systems or our provision of the MSS, or defraud us, or are likely to create imminent harm or are abusive to our personnel; or
  - 13.2.8. for any reason beyond our control (including loss of any license, way-leave or easement, requirements of any governmental or regulatory authority or orders by the court and cessation or failure to deliver by a third-party supplier) we are unable to provide the MSS.
- 13.3. If the MSS is terminated:
  - 13.3.1. all sums due, accruing due or payable to us in respect of the MSS and if applicable, the Equipment, up to the date of termination (including late payment charges) will, upon the termination, become immediately due and payable to us. There will be no refund of any charges paid to us for any equipment (including the Equipment) purchased from us;
  - 13.3.2. you must immediately (and in any event, within 3 days of such termination) return to us all Equipment which we may have leased or rented to you in respect of the MSS in good condition, failing which we will be entitled to, at our absolute discretion:
    - 13.3.2.1. charge you all costs incurred in repossessing or acquiring replacement for such Equipment which you have failed to return to us, or at our standard prescribed

rates for acquiring a replacement for any Equipment which is returned to us in a damaged or defective condition; or

- 13.3.2.2. treat the Equipment as being sold to you and to charge you our prevailing charges for the Equipment. There will be no refund of any such charges paid; and
- 13.3.3. you shall pay a service deactivation fee, applicable early termination charges and any excess data usage charges up to the date that we collected the Equipment from your premises if you did not power down the Equipment after giving us the termination notice.
- 13.4. The termination of this agreement will not affect any accrued rights or remedies of either party against the other party.

#### **14. Customer Responsibilities**

- 14.1. Customer acknowledges and agrees that MyRepublic's ability to perform the Managed Security Services provided by MyRepublic for the benefit of Customer is subject to Customer fulfilling certain responsibilities listed below. Customer acknowledges and agrees that neither MyRepublic nor any third-party provider shall have any responsibility whatsoever to perform or to continue to perform Managed Security Services in the event Customer fails to meet its responsibilities described below.
- 14.2. Customer acknowledges and agrees that only those security devices supported by MyRepublic fall within the scope of this Agreement.
- 14.3. Customer shall provide logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support communications at Customer's expense.
- 14.4. Subject to any confidentiality terms between MyRepublic and Customer, Customer shall provide the following to MyRepublic prior to the commencement of Managed Security Services and at any time during the term of the engagement with MyRepublic if the information changes:
  - 14.4.1. Current network diagrams to facilitate analysis of security events on the portion(s) of Customer's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;
  - 14.4.2. Reasonable assistance to MyRepublic, including, but not limited to, providing all technical and license information related to the Service(s) reasonably requested by MyRepublic, to enable MyRepublic to perform the Service(s) for the benefit of Customer;
  - 14.4.3. Supply onsite hardware, virtual machines or software that is necessary in providing Managed Security Services. Customer also agrees onsite hardware, virtual machines and software will meet specifications set forth by MyRepublic and/or its third-party providers.
  - 14.4.4. Maintenance of all required hardware, virtual machines, or software necessary for the log collection platform located at Customer's site, and enabling access to such hardware, virtual machines, or software as necessary for MyRepublic to provide services;
  - 14.4.5. Public and Private IP address ranges including a list of servers being monitored including the type, operating system and configuration information;
  - 14.4.6. Provide specifications needed to be revised whenever there is a change that would affect MyRepublic's ability to provide the Managed Security Services;
  - 14.4.7. Provide name, e-mail address and 24/7 contact information for all designated Points of Contact (POCs).
  - 14.4.8. The name, email address, and landline, mobile, and pager numbers for all shipping, installation and security POCs.

- 14.4.9. Sole responsibility for maintaining current maintenance and technical support contracts with Customer's software and hardware vendors for any device subject to Managed Security Services that has not been supplied by MyRepublic;
- 14.4.10. Active involvement with SOC to resolve any tickets requiring Customer input or action; and
- 14.4.11. Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.
- 14.5. Customer shall ensure that any replacement devices to receive Managed Security Services during the term will conform to the requirements set forth in this Agreement.
- 14.6. Customer shall provide to MyRepublic:
  - 14.6.1. In-bound access via a secure Internet channel to manage the device(s); and
  - 14.6.2. Out-bound access via a secure Internet channel for log transmission.

**15. Matters beyond Our Control**

- 15.1. 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.
- 15.2. Without prejudice to clause 15.1 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.

**16. Indemnity**

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

**17. Liability**

- 17.1. The MSS (including any installation or support services) are provided on an "as is" and "as available" basis and you agree that you use the MSS or rely on any Content obtained through the MSS 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 MSS 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 MSS, or any interruption or degradation of the MSS quality which may arise from the following:
- 17.1.1. an act or omission of an underlying carrier, Service Provider, vendor or other third party;
  - 17.1.2. equipment, network or facility failure;
  - 17.1.3. equipment, network or facility upgrade or modification;
  - 17.1.4. 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;
  - 17.1.5. equipment, network or facility shortage;
  - 17.1.6. equipment or facility relocation;
  - 17.1.7. service, equipment, network or facility failure caused by the loss of power to you;
  - 17.1.8. any act or omission by you or any person using the MSS or Equipment provided to you;
  - 17.1.9. any third party's service, equipment, software, network or facility; or
  - 17.1.10. 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.
- 17.2. Without prejudice to clause 18.1 above, we make no warranty:
- 17.2.1. that the MSS, 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;
  - 17.2.2. as to the accuracy, reliability or quality of any content obtained through the MSS or that defects in any software will be corrected; and
  - 17.2.3. that the MSS and access to them are error free and uninterrupted or available at all times.
- 17.3. 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.

- 17.4. 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.
- 17.5. 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.
- 17.6. If we or any of the Relevant Parties are liable to you and we cannot, for any reason, rely on the exclusion of liability set out in clause 17.3 to 17.5 herein, then in no event will our liability for damages, losses, costs or expenses suffered or incurred by you and anyone else (whether in contract, tort, negligence, misrepresentation, strict liability or statute or otherwise) exceed:
  - 17.6.1. the lower of your preceding month's charges applicable to the MSS in question or S\$5,000/- for any event or for any series of connected events; subject to no more than
  - 17.6.2. the lower of your preceding 12-months' charges applicable to the MSS in question or S\$10,000/- in any 12-month period.
- 17.7. 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.
- 17.8. 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).

**18. General Charges**

18.1. The following general charges may be levied against you:

Description	Charges (inclusive of GST)
<b>General Charges</b>	
Change to Billing Cycle	\$20.00 per account
Transfer of Ownership	\$20.00 per account
Unsuccessful Payment	\$10.00 per instance
Replacement of lost or damaged device or equipment	Refer to the Equipment section in the product specific Terms and Conditions. A Field Engineer On-Site charge will also apply if an on-site visit is required.
Early Termination	Total sum of monthly recurring charges for the remaining applicable Minimum Commitment Period

All above charges are inclusive of GST. We reserve the right to add, remove or change any of the charges from time to time without prior notice. Please procure written confirmation from us on the charges that apply to you.

**19. Revision**

19.1. 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.