

Managed Laptops – Specific Terms and Conditions

The Managed Laptops Specific Terms and Conditions (“**ML Service Terms**”) set out the basis on which MyRepublic Broadband Pte. Ltd. (“**MyRepublic**”, “**we**”, “**our**” and “**ours**”) will perform the Service (as defined below) set forth in the SoW mutually approved and agreed upon in writing.

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

1. Definitions

1.1. In these MWP Service Terms and the SoW, words and expressions shall have the following meaning:

“**Agreement**” means the signed SoW, this ML Service Terms, and the Business General Terms.

“**Customer**,” “**you**,” “**your**,” and “**yours**” refer to you, the end customer and user subscribing to the Managed Laptops Service.

Laptop or Equipment or Device means the hardware equipment that includes laptop and/or its associated software that is made available by MyRepublic to the Customer. It does not include devices and/or software purchased by Customers that is not through MyRepublic.

Professional Service refers to the onsite setup, installation and configuration of the Laptops required by the customer, accordingly to the Managed Laptops’ SoW by MyRepublic’s assigned representative.

SoW refers to Scope of Work for the commissioning of the rental Laptops.

Service refers to our managed laptops service with more details as set out 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 Service set out in the SoW.

2.2. The Service is provided at Customer’s request and Customer accepts that it is responsible for

ensuring that the Services are suitable for its own needs.

3. Application and Eligibility

- 3.1. You may apply for the Service 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 Service:
 - 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 Service, 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 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 Service.
- 3.6. We reserve the right not to accept your Application of the Service at our sole discretion and without any liability to you.
- 3.7. The service lead-time of the Service is as stated in the SOW 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 activation 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 Service by the service activation date requested by you.
 - 3.8.1. If you cancel an Application after we accepted your Application, a cancellation charge shall apply.

4. Rental Laptops

- 4.1. MyRepublic will provide customer with rental Laptops according to Customer's requirement.
- 4.2. The Laptops will be delivered to Customer's installation address submitted by Customer.
- 4.3. Due to limited existing stock and ongoing global supply chain issues, actual lead time for Laptops will be advised by the MyRepublic's representative and as set out in Clause 3.7.
- 4.4. Ownership of the Laptops belongs to MyRepublic for the duration of the Service and Customer shall return the Laptops to MyRepublic upon the termination of the Service. However, upon termination of this Agreement, Customer shall have option to purchase the Laptops pursuant to Clause 9.3.
- 4.5. Customer will have to take due care of the Laptops and shall bear the cost of loss or damage to the Laptop for any cause.
- 4.6. If any of the Laptops are lost or damaged which cannot be remediated by manufacturer's warranty, Customer will pay the replacement cost for the Laptops and the cost incurred to deliver and install them. Your MyRepublic's sales representative will advise you on the charges to be paid after their assessment.
- 4.7. The Laptops rented to you may receive installations or upgrades of software remotely by MyRepublic from time to time. MyRepublic may also replace the Laptops with similar specifications any time. This is to ensure optimal functioning of the Laptops and to ensure ongoing fulfilment with scope of the service.
- 4.8. We reserve the right to supply you with Laptops that are refurbished, i.e. Laptops that may have been used previously by another customer. Prior to delivery to you, we will ensure that these Laptops are tested to be in good working order and have been reset to factory defaults.

5. Deployment of Laptops

- 5.1. MyRepublic will provide installation of the respective Laptops as stated in the SoW;
- 5.2. The deployment of the Laptops does not include the following;
 - 5.2.1. Project management component;
 - 5.2.2. Configuration document;
 - 5.2.3. Migration planning; and
 - 5.2.4. Configuration of features that are not listed in the SoW.
- 5.3. Other deployment charges
 - 5.3.1. Deployment are default done during office hours, weekdays between 9am to 6pm, excluding public holidays.
 - 5.3.2. Charges for deployment after office hours / weekends / eve of public holiday / public holidays will be applicable if required by Customer.
 - 5.3.3. Any follow-up visits by our engineer to resolve technical issues related to Customer's issue or devices outside of the scope set out in the SoW, will be chargeable.

6. Managed Laptops Monitoring and Management

- 6.1. MyRepublic will have access (physical and remote) to customer's Laptops for support purposes.
- 6.2. Change Management
 - 6.2.1. Customers can request for software configuration changes to the Laptops during the contract period. This is limited to changes that can be done remotely.
 - 6.2.2. Customers are to submit their change request to our Customer Service team via email (business.support.sg@myrepublic.net).
 - 6.2.3. Our operations team will analyse the change request and determine how the change will affect the implementation date, charges and terms and conditions, if any.
 - 6.2.4. Customers will receive a response by the next business day.
 - 6.2.5. If the change request is approved, implementation will be done within 24hrs.
- 6.3. Fault Monitoring/Alerting
 - 6.3.1. MyRepublic will provide fault monitoring of the Laptops managed by us.
 - 6.3.2. MyRepublic will only monitor the Laptops provided by MyRepublic and not other devices as part of the managed services offering.
- 6.4. Hardware failures
 - 6.4.1. Should the hardware fail during the contract period, MyRepublic will arrange for a repair of the affected Laptops. Unless otherwise subscribed, there will not be a temporary replacement unit while the affected hardware is shipped for repair

7. Customer and Technical Support

- 7.1. We provide remote technical service support from Monday to Friday 9am to 6pm (excluding public holidays). For the purpose of security and accountability, we will only provide assistance to the officers listed on your application form.
- 7.2. For contract plans with on-site visits, if we are unable to resolve a fault remotely, we may dispatch a field engineer on-site to troubleshoot the issue during the support hours of Monday to Friday 9am to 6pm (excluding public holidays). The provision of on-site support is subject to resource availability.

8. Acceptable Use Restrictions

- 8.1. You must not use the Service in any unlawful manner, for any unlawful purpose, or act fraudulently or maliciously. For example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service or any operating system.
- 8.2. You must not use the Service in a way that could damage, disable, overburden, impair, or compromise our systems or security or interfere with other users.
- 8.3. Acts that breach this Clause 6 shall be determined at MyRepublic's sole discretion.

9. Termination of Service

- 9.1. Either MyRepublic or Customer can give at least 30 days' written notice to the other party to terminate the Managed Laptops Service and this agreement, unless otherwise specified herein. Upon termination, charges as stated in clauses 4.4 and 10 may apply.
- 9.2. We may terminate all or any part of the Managed Laptops Service 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:
 - 9.2.1. you breach any of the terms and conditions of this agreement or any other agreement you have with us;
 - 9.2.2. you become or threaten to become bankrupt or insolvent, or die;
 - 9.2.3. 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;
 - 9.2.4. you provide incorrect, false or incomplete information to us;
 - 9.2.5. if you are likely to create imminent harm to any of MyRepublic's Network or Services, or defraud us, or are likely to create imminent harm or are abusive to our personnel.
- 9.3. At the completion of the contract period, you will be eligible to purchase the Laptops for a nominal fee of \$50 per Laptop.

10. Early Termination

- 10.1. Should you require to terminate the Service earlier than the agreed term, an early termination fee will be applicable.
- 10.2. Early termination fee is the total sum of monthly recurring charges for the remaining applicable contract period.

11. Audit

- 11.1. MyRepublic may inspect, or have an accountant or auditor physically inspect and account for, the Laptops and records relating to the contract and compliance with its terms and conditions, at any time during the duration of the contract. Any such audit will be conducted during customer's normal business hours and in a manner that does not materially interfere with customer's normal business operations. Customer shall provide all reasonable assistance for such audit. If any audit reveals that the customer is in breach of the contract, then customer shall (a) reimburse MyRepublic for the actual expenses associated with the audit and (b) if applicable, compensate MyRepublic (MyRepublic's sales representative will advise the customer on the charges to be paid after their assessment) for any unauthorised use of the laptop (e.g., any use by any unauthorised users).

12. Revision

- 12.1. We reserve the right to change, amend or revise the ML Service Terms. The revised ML Service Terms shall become effective once posted on MyRepublic's website.