

Cloud Service – Specific Terms and Conditions

The Cloud Service (“**Cloud Service**”) refers to [insert brief description of the product/business].

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

This Cloud Service 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 Cloud Service Terms, words and expressions shall have the following meaning:

“**Acceptance**” refers to either (i) actual acceptance by the Customer or (ii) deemed acceptance when actual acceptance is not given within 3 days of MyRepublic informing the Customer that the Service provisioning is complete and the Customer has not rejected the Service in writing on the basis that it does not conform to the specifications within the timeframe as stated in the SOW.

“**Account**” means an account provided by MyRepublic to the Customer or an existing account that the Customer has with a Public Cloud Service provider, through which the CPMS are provided to the Customer and the credentials required to use the Cloud Services.

“**Business Hours**” refer to Monday-Friday (excluding public holidays), from 8.30am to 5.30pm in Singapore.

“**Charges**” means all activation/connection, disconnection, reconnection, usage, subscription, installation, service call and administrative charges and other fees and charges to be paid by you for or relating to the Cloud Service.

“**Content**” or “**Customer Content**” means all data, content and applications (including software, machine images, data, text, audio, video, images, Customer Data or other content) and any third party content or applications which the Customer: (a) runs on the Services; (b) causes to interface with the Services; and/or (c) uploads, stores or maintains to or on the Services under an Account or otherwise transfers, processes, uses or stores in connection with an Account.

“**CPMS**” means Cloud Professional & Managed Services which are the services provided by MyRepublic or MyRepublic’s Vendors, including but not limited to cloud based consulting, infrastructure set up, server / data migration, operations and maintenance services, disaster recovery and data backup services.

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

“**Customer Data**” means data owned or supplied by the Customer or its authorised users to which MyRepublic is provided access while providing the Cloud Services or which the Customer stores, uploads or maintains on the cloud/storage accessed via the Public Cloud Services or while using the Public Cloud Services.

“**End Users**” means any individual, person, or entity (e.g., Customer employees or officers) that directly, or indirectly through another user; (a) accesses or uses the Content; or (b) otherwise accesses or uses the Cloud Services under an Account.

“**End User Terms**” mean the end user terms (including any acceptable use policy) as required by the Vendors (as modified from time to time), as specified in Clause 6.2 of these Cloud Service Terms.

"Equipment" means any telecommunication equipment owned by either MyRepublic, or MyRepublic supplies that is used to provide the Cloud Service to you, and excludes any telecommunication equipment that you have purchased from MyRepublic and have fully paid for, or is otherwise supplied by yourself to access the Cloud Service.

"Installation Address" refers to the address of the Premises at which we agree to provide the Cloud Service to you. The address must be registered and have a correct, existing and valid unit number within the Premises, and have an internet connection to enable our Cloud Service.

"ISP" refers to internet service provider, such as MyRepublic, that provides a fibre internet connectivity service to you.

"MyRepublic" means MyRepublic Broadband Pte. Ltd. (Company No: 202125011N), and "we", "us" and "our" have corresponding meanings.

"Network" means the telecommunications and data systems which is used to provide connectivity services to the Cloud services.

"Personal Data" or **"Personal Information"** shall have the meaning given to such term in the Personal Data Protection Act 2012 or any other applicable personal data legislation.

"Premises" means the property bearing the Installation Address which we provide the Cloud Service and is connected to the Network. If you rent or own the entire compound, building or shop house, the Premise shall comprise of the area beyond the MDF room or FDP in the building or shop house.

"Public Cloud Service(s)" means the information technology infrastructure services (including computing and storage), provided by the Vendors (including Amazon Web Services and Microsoft Azure) and which MyRepublic is reselling to the Customer (as an authorised reseller thereof).

"Service Activation Form" means the form prescribed by MyRepublic and used by the Customer to subscribe for the Cloud Services.

"Service Commencement" means the successful connection and activation of the Cloud Service so that the service is available for use by the Customer.

"Service Term" means the period for which the Customer has subscribed for use of the Cloud Services and as set out in the Service Activation Form.

"Utility Basis" means a payment model whereby the Public Cloud Service is paid for based on usage, with no minimum commitment or fixed-term contract.

"Vendor" or **"Vendors"** means MyRepublic's suppliers or vendors, of which MyRepublic is an authorised reseller, that provide cloud services to 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 Cloud Service to you in accordance with the details set out in the Service Activation Form for the Service Term, or until the Cloud Service is terminated in accordance with the provisions of this agreement.
- 2.2. You will be solely responsible for all activities that occur on your Account, including activities conducted by Customer, End Users, or any third parties who have access to your Account. You are also solely responsible for all the Content retrieved, stored, or transmitted on the Cloud Service. Except to the extent caused by MyRepublic's breach of these Cloud Service Terms, MyRepublic and its affiliates are not responsible for unauthorised access to the Account.
- 2.3. Subject to MyRepublic's agreement in writing, the Customer may purchase additional features or services ancillary to Cloud Services and these Cloud Service Terms shall also apply to such additional features or services.
- 2.4. If the Customer requests to defer commencement of the Cloud Service, the Customer may be liable to pay a reservation fee which will be advised by the MyRepublic sales representative (and, for the purposes of this Clause, the period of reservation shall be the period between the originally agreed RFS (as defined below) date and the date of commencement of the Cloud Service).
- 2.5. We are not able to defer, delay, or suspend the Services on a temporary basis upon request from the Customer. All requests for suspension of the Cloud Service are considered as cancellation of Cloud Service where the Customer shall be liable to pay the full sum of Charges for the Cloud Service as set out in the Service Activation Form. We will treat any deferment or delay as a termination request and termination Clause 10.3 shall apply.

3. Application and Eligibility

- 3.1. You may apply for the Cloud Service through our authorised representative in person or in writing using our latest Service Activation Form ("**Application**").
- 3.2. You must comply with the below requirements in order to be eligible for the Cloud 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 Cloud 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 a completed questionnaire for internet protocol ("IP") address allocations as well as completed questionnaires for network configurations 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 Cloud Service.

- 3.6. We reserve the right not to accept your Application of the Cloud Service at our discretion and without any liability to you.
- 3.7. The service lead-time of the CPMS is stated in the statement of work and subject to availability of resources, access, and the procurement of all relevant approvals.
- 3.8. The provisioning lead-time of the Cloud Service is measured from the date we accept your Application, subject to Clause 4.1.
 - 3.8.1. For Cloud Services, the provision lead-time will be indicated in the SOW.
 - 3.8.2. 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.
- 3.9. The Request for Service ("RFS") date in your Service Activation Form should not be shorter than the provisioning lead-time of the Cloud Service you have requested. We have the right to reject your Application if we are unable to meet your RFS date.
- 3.10. 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 Cloud Service on the RFS date, subject to Clauses 3.2 and 3.7 above.
 - 3.10.1. If you cancel an Application before the Service Commencement, a cancellation charge shall apply.
 - 3.10.2. If you cancel an Application after the Service Commencement, termination Clause 10.3 shall apply.
- 3.11. In the event that we are unable to commence the Cloud Services required by customer on the RFS date, we will provide an alternative date specified by us in writing
- 3.12. Subject to Clause 3.9 and where the Public Cloud Services are subscribed through MyRepublic, the customer may only commence usage of its Account after receiving the Account password from MyRepublic

4. Service Provisioning and Activation

- 4.1. The Customer acknowledges that Cloud Service availability shall be subject to:
 - 4.1.1. Availability of resources including, without limitation, availability of manpower and a suitable network infrastructure at the time at which the CPMS is requested or delivered as well as availability of Public Cloud Service (self-provisioned by Customer or subscribed through MyRepublic); and
 - 4.1.2. Receipt of the Customer's business requirements, infrastructure setup diagram, signed Service Activation Form and End User Terms, and any other information or documents required by MyRepublic; and
 - 4.1.3. The Customer's settlement of any outstanding debts with MyRepublic (if any).
- 4.2. The Cloud Service is provided on an "as is" and "as available" basis. MyRepublic does not guarantee that the Cloud Service is fault free, continuous, uninterruptable, free from harmful components, or that any Customer Content or Customer Data will be secure or not otherwise lost or damaged. Except to the extent prohibited by law, MyRepublic disclaims all warranties, whether express or implied, statutory or otherwise regarding the Services or third party content, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment and any warranties arising out of any course of dealing or usage of trade.
- 4.3. The Cloud Service will be provided on a commercially reasonable efforts basis. MyRepublic and the Vendors, may use global resources (locally and/or personnel in locations worldwide) in providing the Services to Customer, including escalation of technical support issues where required.

- 4.4. The Customer acknowledges and agrees that:
- 4.4.1. it must procure and maintain at its own expense any equipment, network infrastructure or software needed to implement, receive and use the Cloud Service, unless MyRepublic expressly agrees otherwise in writing;
 - 4.4.2. the Customer's use of the Cloud Service is subject to the End User Terms which forms a separate agreement between the Customer and each respective Vendor.
 - 4.4.3. it will comply with the End User Terms, and the Customer must obtain and maintain, at the Customer's expense, all licenses, waivers, or other approvals necessary for the Customer/End Users to use the Cloud Service. Breach of the End User Terms may entitle the Vendor to take legal action directly against the Customer;
 - 4.4.4. it will use the Cloud Service only for its own internal use and the Customer may not resell or distribute the Cloud Service. For the avoidance of doubt, this includes the use of the Cloud Service by any third parties, including the Customer's affiliates. In the event that the Customer desires to resell or provide such Cloud Service, subject to MyRepublic's sole discretion, the Customer and MyRepublic may enter into a separately negotiated agreement for such purpose;
 - 4.4.5. it is responsible to comply with these Cloud Service Terms, Business General Terms and any other terms subsequently imposed by MyRepublic in connection with the use of the Cloud Service;
 - 4.4.6. it is solely responsible for its use of the Cloud Service. The Customer warrants that none of its use and conduct in relation to the Cloud Service shall be unlawful (including without limitation interferences with, or disruption to, other network users, network services or network equipment) or prohibited by this Cloud Service Terms and End User Terms, and that none of its use or conduct shall infringe the rights of any third party (including without limitation, intellectual property rights or confidential information);
 - 4.4.7. it shall fully indemnify and hold MyRepublic harmless at all times against all actions, claims, proceedings, costs (including legal costs), losses or damages whatsoever, incurred by, or brought against MyRepublic by any person, arising out of or in connection with: (i) infringement of third party intellectual property rights by the Content or the Customer Data, (ii) illegal/unlawful content stored, uploaded and/or used on the Customer's Account, or violation of applicable law by the Customer or Customer Content, in the course of using the Services; (iii) non-compliance or breach of the End User Terms and/or any Vendor terms, (iv) use of the Cloud Service (including any activities under the Account or use by the Customer's employees and personnel) in a manner not authorised by these Cloud Service Terms, (v) any loss or disruption caused to MyRepublic other customers' account/s, in each case, arising from the Customer's use of the Cloud Service and/or resulting from the acts or omissions of the Customer and/or the Customer's personnel, employees, End Users, representatives or agents;
 - 4.4.8. the technical means by which MyRepublic supplies the Cloud Service is at MyRepublic's sole discretion;
 - 4.4.9. in providing the Cloud Service, MyRepublic / Vendor personnel may access Customer's environment, either direct access onsite or through remote access from any network;
 - 4.4.10. it must at all times subscribe for bandwidth as required by the Cloud Service;
 - 4.4.11. if it already has an existing Account, it is responsible to provide MyRepublic with its Account password for MyRepublic to perform the CPMS;
 - 4.4.12. it is responsible for properly configuring and using the Cloud Service and taking steps to maintain appropriate security, access controls, protection and backup of Customer Content, which may include use of encryption technology to protect Customer Content from unauthorised access and routine archiving of Customer Content;

- 4.4.13. Account log-in credentials and private keys generated by the Cloud Service are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose its private key to its agents and subcontractors performing work on behalf of the Customer;
- 4.4.14. it will ensure that none of its Content or End User's use of its Content will violate MyRepublic or Vendor's acceptable use policy or applicable law;
- 4.4.15. it will be responsible for the acts and omissions of any employees, agents or other persons whom it authorises, related to this Agreement, its Content or use of the Cloud Service;
- 4.4.16. it is responsible for End User's use of Customer Content and the Cloud Service and will ensure that all End Users comply with Customer's obligations under these Cloud Service Terms. It will ensure that the terms of its agreement with each End User are consistent with these Cloud Service Terms. If the Customer becomes aware of any violation of obligations under these Cloud Service Terms by an End User, Customer will immediately terminate such End User's access to Customer Content and the Cloud Service;
- 4.4.17. it will comply with all applicable laws including, (i) import, re-import, export and re-export control laws and regulations in relation to these Cloud Service Terms (including the U.S. export control laws); (ii) laws relating to data protection/privacy and confidentiality of communications. For clarity, the Customer is solely responsible for compliance related to the manner in which the Customer chooses to use the Cloud Service, including any transfer and processing of Customer Content to third parties and the region in which any of the foregoing occur. The Customer is responsible for responding to any request from a regulatory authority or court regarding the Customer's use of the Cloud Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws;
- 4.4.18. any service levels offered by the Vendor or MyRepublic constitutes the sole and exclusive remedy for any breach relating to the performance of the Cloud Services and the Customer waives its rights for further claims against the Vendor or MyRepublic in respect of performance of the Cloud Service;
- 4.4.19. certain third party software may be incorporated within the Public Cloud Service which are not owned by the Vendor. The Customer may be allowed to use such third party software through its purchase of the Public Cloud Service by accepting and abiding by the relevant third party licensing terms and conditions as provided by the Vendor. Such third party software will not be made available for use by the Vendor to Customer, if Customer is not agreeable to comply with the third party licensing terms and conditions; and
- 4.4.20. it has no rights to license, sublicense, or transfer such third party software to any other person without the consent of the relevant owner or licensor of the third party software.
- 4.5. If the Customer reports any fault and, following an investigation by MyRepublic, either no fault is found or MyRepublic determines that the fault is not with the MyRepublic network or the Cloud Service, then MyRepublic may charge the Customer a fee for attending to the fault report which will be advised by your MyRepublic sales representative.

5. Customer Content

- 5.1. The Customer agrees that MyRepublic shall be entitled to use or disclose any Customer Content in a manner as required by applicable laws and regulations, and to provide the Services to the Customer or End Users. The Customer may to withdraw consent in a manner as set out by MyRepublic from time to time. MyRepublic or the Vendors, as the case may be, may need to move or disclose Customer Content in order to comply with applicable law or any request of a governmental or regulatory body or court (including subpoenas or court orders). If permitted, MyRepublic will give the Customer reasonable notice of the request to allow the Customer to seek a protective order or other appropriate remedy (except to the extent MyRepublic's compliance of the above is not permitted by, or would cause it to violate, a court/regulatory order or other applicable law) and the Customer expressly consents to such

transfer/disclosure as aforesaid. Customer acknowledges that all Customer Content is subject to applicable data privacy and export control laws.

- 5.2. The Customer is solely responsible for ensuring that the collection, use, storage, disclosure and any other handling of data by the Customer that occurs in relation to use of the Services (including its storage) complies with all applicable laws.
- 5.3. MyRepublic will refer to the Customer all matter raised to MyRepublic by a third party relating to Personal Data collected or otherwise handled by Customer in its Account in connection with the Cloud Services provided by MyRepublic. The Customer must handle all referred matters promptly and at the Customer's cost and the Customer agrees to indemnify MyRepublic for all losses MyRepublic incurs in respect of any claim or proceedings commenced against MyRepublic by a third party including a regulator, in relation to an individual's Personal Data collected, used, stored or disclosed by the Customer in connection with the Cloud Services.
- 5.4. The Customer consents to MyRepublic's/Vendor's collection, use and disclosure of information associated with the Cloud Services in accordance with MyRepublic's/Vendor's privacy policy and to the processing of Customer Content in, and transfer of Customer Content into, such regions as the Vendor determines.

6. Vendors

- 6.1. The Customer acknowledges that the Public Cloud Service and certain CPMS are provided by Vendors and resold by MyRepublic as an authorised reseller to the Customer ("**Supplied Services**"). Such Supplied Services shall be governed by the respective Vendor's End User Terms which is an agreement between the Customer and the Vendor. To the extent permitted by law, MyRepublic shall have no liability whatsoever in respect of any Supplied Services and that the Customer and the relevant Vendor shall have direct recourse to each other for the matters governed by such End User Terms.
- 6.2. The relevant End User Terms for the use of the Cloud Services are as follows: Microsoft Customer Agreement - <https://www.microsoft.com/licensing/docs/customeragreement>
- 6.3. The Customer hereby accepts the terms of and shall comply at all times with the End User Terms and shall either provide a signed copy to MyRepublic or accept such terms through an on-line click through process if permitted by Vendor.
- 6.4. The End User Terms may be amended from time to time. The Customer shall be informed of such amendments and updates and continued use of the Vendor's Supplied Services shall be deemed as acceptance of the amended End User Terms. If the Customer does not wish to accept such terms, they can inform MyRepublic and MyRepublic shall cancel the Customer's subscription to the Cloud Services subject to the relevant early termination charges (if any). I
- 6.5. If the Customer does not comply with the End User Terms, MyRepublic may cancel Customer's right to use the Supplied Services.
- 6.6. The Customer shall indemnify MyRepublic against all claims, losses, and damages which MyRepublic, its affiliates, employees and representatives may incur in connection with the Customer and End Users, use of the Supplied Services in violation of applicable law or the relevant End User Terms or Customer's non acceptance of the End User Terms.
- 6.7. The Customer acknowledges and agrees that the Vendor is a third party beneficiary of the Customer's right of use and has the right to directly enforce the terms of End User Terms.
- 6.8. MyRepublic may be required by the Vendors to keep records of and provide details to such Vendors relating to the Customer's use of the relevant Supplied Services and the Customer authorises MyRepublic to do so.

7. Billing

- 7.1. You will pay any one-time charges and recurring subscription fee(s) for the Cloud Service at the prevailing prescribed rate(s) within 30 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. You will be liable to pay all Charges for Services as billed by MyRepublic:
- 7.2.1. CPMS - Customer will be charged on a one-time charge basis or subscription basis.
- 7.2.2. Public Cloud Service - Customer will be charged on a Utility Basis. Customer shall bear all Charges incurred on the Account, including the fees and charges incurred by MyRepublic's use of Public Cloud Service to perform CPMS works for Customer on the Account. Frequency of billing shall be determined by MyRepublic.
- 7.3. The Cloud Service promotional or discounted price is the charges below the usual price as provided in our quotation. We may impose additional conditions allows the application of the promotional or discounted price to you and reserve the right to chargeback the difference to the original retail price (i.e. no promotional or discounted price) if the terms are deemed not met to the satisfaction of MyRepublic. .
- 7.4. MyRepublic reserves the right to vary the Charges at any time and the Customer shall not be entitled to such revision benefits after the date of the Customer's sign up.

8. Customer and Technical Support

- 8.1. Unless otherwise stated in writing, we will provide email and phone technical service support as provided in our website or through our authorised representative during Business Hours. For security and accountability purposes, we will only provide support to any of your officers provided your Service Activation Form.
- 8.2. If there is a fault that we could not resolve remotely, with your permission and agreement, we may 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 and agreement of additional charges to be advised by your MyRepublic sales representative.
- 8.3. We will only provide on-site support at the Installation Address provided by you in the Service Activation Form (as applicable).
- 8.4. 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, the TP or equipment within your Premises.
- 8.5. If you raise any request for change or reconfiguration service , we will assess the request and reserve the right to impose a charge which will be advised by your MyRepublic sales representative.
- 8.6. We will use our commercially reasonable endeavours to assist you in troubleshooting the Cloud Service supplied by us but will not be responsible if we fail to troubleshoot or resolve the fault.

9. Suspension and Reactivation

- 9.1. We reserve the right to suspend your Cloud Service due to non-payment of our Charges. We will reactivate your Cloud Service after you have paid us all outstanding amounts due or payable to us, and subject to Clause 4 and a suspension and reactivation fee.
- 9.2. We may suspend all or any part of the Cloud Service without compensation and without prejudice to our rights to damages if:
 - 9.2.1. you breach any of the terms and conditions of this agreement or any other agreement you have with us; or
 - 9.2.2. you provide incorrect, false or incomplete information to us.

- 9.3. If and when you make good any breach or default within 7 business days, we will reactivate your Cloud Service. If you do not take the necessary actions after 7 business days, we have the right to terminate your Cloud Service immediately according to termination Clause 10.

10. Termination

- 10.1. MyRepublic can give at least 30 days' written notice to the you to terminate the Cloud Service.
- 10.2. We may suspend or terminate all or any part of the Cloud 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:
- 10.2.1. you breach any of the terms and conditions of this agreement or any other agreement you have with us;
 - 10.2.2. you become or threaten to become bankrupt or insolvent, your organisation ceases to exist, or die;
 - 10.2.3. 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;
 - 10.2.4. the equivalent of any of the events under the laws of any relevant jurisdiction occurs to you;
 - 10.2.5. you provide incorrect, false or incomplete information to us;
 - 10.2.6. we suspect that you are using or allowing the Cloud Service to be used for fraud, misconduct or any other illegal or improper purpose;
 - 10.2.7. the requirements of any relevant regulatory authority or the compliance with directions or guidelines issued by them resulting in us having to stop providing the Cloud Service to you;
 - 10.2.8. if you are likely to create imminent harm to our Network or any third party's networks or systems or our provision of the Cloud Service, or defraud us, or are likely to create imminent harm or are abusive to our personnel; or
 - 10.2.9. for any reason beyond our control (including loss of any licence, wayleave 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 Cloud Service.
- 10.3. If the Cloud Service is terminated:
- 10.3.1. all sums due, accruing due or payable to us in respect of the Cloud Service up to the date of termination (including late payment charges) will, upon the termination, become immediately due and payable to us;
 - 10.3.2. you shall pay a service deactivation fee, in addition to any applicable early termination charges (if any).
- 10.4. If MyRepublic suspends the Customer's right to access or use any portion of the Cloud Service:
- 10.4.1. The Customer shall remain responsible for all Charges which the Customer has incurred through the date of suspension;
 - 10.4.2. The Customer shall remain responsible for any applicable Charges for any Cloud Service to which the Customer continues to have access, as well as applicable data storage fees and charges and fees and charges for in-process tasks completed after the date of suspension;
 - 10.4.3. The Customer is not entitled to any service credits for any period of suspension; and

10.4.4. MyRepublic's right to suspend the Customer's right to access or use the Cloud Service is in addition to MyRepublic's right to terminate the Cloud Service.

10.5. The termination of this agreement will not affect any accrued rights or remedies of either party against the other party.

11. Your Responsibilities

11.1. You are responsible for the use of the Cloud Service under your account and for any Content disseminated through the account.

11.2. You must not use or allow the Cloud Service:

11.2.1. to transmit or post any Content which may be defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment, irritation, inconvenience or anxiety to anyone, give rise to civil liability or otherwise violate any applicable laws, rules or regulations, or contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programs;

11.2.2. to make or attempt any unauthorised access to any part or component of the Cloud Service, the Network or any third-party systems or networks to which you can connect through the Cloud Service directly or otherwise;

11.2.3. to disrupt the various networks that are connected to the Cloud Service or violate the regulations, policies or procedures of such networks;

11.2.4. in any manner that may constitute a violation or infringement of the rights (including intellectual property or confidentiality rights) of any party; and

11.2.5. to be resold or to transfer the Cloud Service and/or the Equipment to third parties without our prior written consent, whether or not for profit or otherwise. We reserve the right to immediately suspend or terminate your Cloud Service if we determine, in our absolute discretion, that you resell or transfer the Cloud Service.

11.3. You are solely responsible to keep secure the access credentials of the Cloud service, including password, and internet access security if Cloud equipment is directly connected to the internet. Any fraudulent access to the Account that results in excessive usage charges, are solely your responsibility, and you will be liable for said charges. You are also to inform us immediately if you suspect something amiss with the Account or if you suspect it may have been compromised.

12. Matters beyond Our Control

12.1. 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.

12.2. Without prejudice to Clause 12.1 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.

13. Indemnity

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

14. Liability

- 14.1. The Cloud Service (including any installation or support services) are provided on an "as is" and "as available" basis and you agree that you use the Cloud Service or rely on any Content obtained through the Cloud Service 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 Cloud Service 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 Cloud Service, or any interruption or degradation of the Cloud Service quality which may arise from the following:
- 14.1.1. an act or omission of an underlying carrier, service provider, vendor or other third party;
 - 14.1.2. equipment, network or facility failure;
 - 14.1.3. equipment, network or facility upgrade or modification;
 - 14.1.4. 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;
 - 14.1.5. equipment, network or facility shortage;
 - 14.1.6. equipment or facility relocation;
 - 14.1.7. service, equipment, network or facility failure caused by the loss of power to you;
 - 14.1.8. any act or omission by you or any person using the Cloud Service or Account provided to you;
 - 14.1.9. any third party's service, equipment, software, network or facility; or
 - 14.1.10. 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.
- 14.2. Without prejudice to Clause 14.1 above, we make no warranty:
- 14.2.1. that the Cloud Service, the Account (which we provide to you, including the Equipment) will not cause any harm to your applications, equipment, hardware, software, networks or Content;
 - 14.2.2. as to the accuracy, reliability or quality of any content obtained through the Cloud Service or that defects in any software will be corrected; and
 - 14.2.3. that the Cloud Service and access to them are error free and uninterrupted or available at all times.
- 14.3. 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.
- 14.4. 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.

- 14.5. 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.
- 14.6. 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 14.3 to 14.5 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:
 - 14.6.1. the lower of your preceding month's charges applicable to the Cloud Service in question or S\$5,000/- for any event or for any series of connected events; subject to no more than
 - 14.6.2. the lower of your preceding 12-months' charges applicable to the Cloud Service in question or S\$10,000/- in any 12-month period.
- 14.7. 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.
- 14.8. 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).
- 15. General Charges**
 - 15.1. There are general charges that may be levied against you. Please refer to our business support webpage at <https://bizsupport.myrepublic.com.sg/hc/en-us/articles/360003404893-List-of-MyRepublic-Business-Service-One-Time-Charges>
- 16. Service Level**
 - 16.1. Any service levels offered by the Vendor or MyRepublic constitutes the sole and exclusive remedy for any breach relating to the performance of the Cloud Services and the Customer waives its rights for further claims against the Vendor or MyRepublic in respect of performance of the Cloud Services.
- 17. Revision**
 - 17.1. We reserve the right to change, amend or revise this Cloud Service Terms. The revised Cloud Service Terms shall become effective once posted on the MyRepublic website.

Effective as on 20 November 2022