

MyRepublic Device as a Service – Specific Terms and Conditions

The **MyRepublic Device as a Service** Specific Terms and Conditions ("**DaaS 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 DaaS Service Terms shall be read in conjunction with the MyRepublic Business General Terms and Conditions ("**Business General Terms**").

1. Definitions

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

"**Agreement**" means the signed SoW, this DaaS Service Terms, and the Business General Terms.

"**Customer**," "**you**," "**your**," and "**yours**" refer to you, the end customer and user subscribing to DaaS.

Equipment or Device means the hardware equipment that includes laptop, respective charging accessory, accompanying accessories and/or its associated software that is made available by MyRepublic to Customer. It does not include hardware and/or software purchased by Customers that are not through MyRepublic.

Professional Service refers to the onsite setup, installation and configuration of the Device required by the customer, accordingly to the DaaS SoW by MyRepublic's assigned representative.

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

Service refers to our MyRepublic Device as a Service with more details as set out in the SoW.

Managed Device refers to package of rental device with managed service offered as part of MyRepublic Device as a Service.

- 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. The Request for Service ("RFS") date in your Application should not be shorter than the

provisioning lead-time of the Service you have requested. We have the right to reject your Application if we are unable to meet your RFS date.

3.9. 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.

3.9.1. If you cancel an Application after we accepted your Application, a cancellation charge shall apply.

3.10. In the event that we are unable to complete the Services required by Customer on the RFS date, we will provide an alternative date specified by us in writing.

4. Rental Device

4.1. MyRepublic will provide customer with rental Device according to Customer's requirement.

4.2. The Device will be delivered to Customer's installation address submitted by Customer.

4.3. Due to unforeseen circumstances, the actual lead time for the Device delivery may vary and will be advised by the MyRepublic's representative upon order submission by Customer and order acknowledgement by MyRepublic's Business Order team.

4.4. Ownership of the Device belongs to MyRepublic for the duration of the Service and Customer shall return the Device to MyRepublic upon the termination of the Service. However, upon termination of this Agreement, Customer shall have option to purchase the Device pursuant to Clause 9.6.

4.5. Customer will have to take due care of the Device and shall bear the cost of loss or damage to the Device for any cause.

4.6. If any of the Devices are lost or damaged which cannot be remediated by manufacturer's warranty, Customer will pay the replacement cost for the Device 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 Device rented to you may receive installations or upgrades of software remotely by MyRepublic from time to time. MyRepublic may also replace the Device with similar specifications any time. This is to ensure optimal functioning of the Device and to ensure ongoing fulfilment with scope of the service.

4.8. We reserve the right to supply you with Device that are refurbished, i.e. Device that may have been used previously by another customer. Prior to delivery to you, we will ensure that these Device are tested to be in good working order and have been reset to factory defaults.

4.9. You are responsible for all your data (personal, confidential, proprietary information) on the Device at all times. You are also required to remove any such data from the Device prior to the return of the Device to us at the end of the contract period. MyRepublic will not be responsible for the data in the Device.

4.10. Customer will provide access (physical and remote) to Customer's Device for support purposes.

5. Delivery and Deployment of Device

- 5.1. If applicable, MyRepublic will deliver or provide installation of the respective Device as stated in the SoW.
- 5.2. The deployment of the Equipment 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. Delivery and Deployment are default done during office hours, weekdays between 9am to 6pm, excluding public holidays.
 - 5.3.2. Charges for delivery or deployment after office hours / weekends / eve of public holiday / public holidays will be applicable if required by Customer.
 - 5.3.3. Any 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 Device Monitoring and Management (For Managed Device only)

- 6.1. Change Management
 - 6.1.1. Customers can request for software configuration changes to the Device during the contract period. This is limited to changes that can be done remotely.
 - 6.1.2. Customers are to submit their change request to our Customer Service team via email (business.support.sg@myrepublic.net).
 - 6.1.3. 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.
 - 6.1.4. Customers will receive a response by the next business day.
 - 6.1.5. If the change request is approved, implementation will be done a mutually agreed time between Customer and MyRepublic support engineer..
- 6.2. Fault Monitoring/Alerting
 - 6.2.1. MyRepublic will provide fault monitoring of the Managed Device.
 - 6.2.2. MyRepublic will only monitor the Devices provided by MyRepublic as part of the managed services offering.
- 6.3. Hardware failures
 - 6.3.1. Should the hardware fail during the contract period, MyRepublic will arrange for a repair of the affected Device. 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.
- 7.2. 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.
- 7.3. Local On-Site Warranty for the Device is provided as part of Device as a Service offering.
- 7.4. Prior to on-site service, our technical support agents may request that you assist in troubleshooting the Device.
- 7.5. If the problem is not solved remotely, onsite technical support for the Device will be arranged with an authorized technician who will be sent to Your location generally by the end of the next business day; response times may vary depending on geographic location, spare parts and local service availability.
- 7.6. You will be required to provide the authorized technician with access to Your facilities and Device as well as electricity, internet connection, Driver CD/DVD (if delivered with the Device), and a sufficient and safe working space.
- 7.7. If the Device fails during normal and proper use within the coverage period of this service package, MyRepublic will repair or replace the defective parts of the Device, or the Device itself, with new or reconditioned parts or products that are functionally equivalent or superior to those originally supplied.
- 7.8. If defective parts are replaced under this Service, then you agree in advance to transfer the ownership of the replaced defective parts to MyRepublic.
- 7.9. In case the authorized technician finds the Device to be outside of the coverage scope, a charge list will be issued to you and the Service will only be provided against payment. If you choose not to proceed with the repair, you will be billed for any cost already incurred by MyRepublic (including but not limited to sending technician on-site, testing/debugging etc.).
- 7.10. Back up all your personal data and remove any confidential, proprietary information on the hard drive. MyRepublic will not be responsible for any loss of your own programs, data or information as indicated above.
- 7.11. Retrieve the following information from your Device: operating system version, BIOS version, and notify if you have made any recent hardware or software changes.
- 7.12. Ensure you have the following information readily available: your Device's model name, serial number. You may be required to provide this information before any support service shall be offered or is scheduled to be performed.

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 8 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 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 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. Within two weeks of the completion of the contract period or termination date, you are required to return the all the Equipment as set out in the Agreement to MyRepublic's office.

9.4. Alternatively, instead of returning the device, upon informing MyRepublic, you may purchase and retain the Device for a nominal fee of \$50 per Equipment which will be billed to you.

9.5. In addition to clause 9.3, we reserve the right to invoice an additional termination charge of \$50 per Device in the following scenarios:

9.5.1. Incomplete return of Equipment at the end of the contract period; or

9.5.2. Equipment found to be defective upon return to MyRepublic at the end of the contract period.

9.6. At the completion of the contract period, you will be eligible to purchase the Device for a nominal fee of \$50 per Device.

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 Device 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 Device (e.g., any use by any unauthorised users).

12. Revision

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