

## **Specific Terms and Conditions for Singtel SaaS Service**

### **1. Definition and Interpretation**

1.1 In this Specific Terms and Conditions, the following words and expression shall have the following meanings:

“ACA” means the physical Application cum Agreement and the related web forms.

“Customer” means any person(s) or entity(s) who applies or subscribes for or utilises the Service.

“CPE” or “Customer Premise Equipment” means any hardware or software provided by the Customer for use with the Services

“End User” means any person(s) authorized by the Customer to use the Service.

“End User License” means any license terms imposed by any Third Party Vendor on Customers and End Users.

“Force Majeure Event” means an event or occurrence:

(a) which is beyond Singtel or Singtel’s subcontractor, consultant or agents reasonable control, including, natural disasters like national emergency, strike or equivalent labour action, fire, thunderstorm, storm or other natural disaster, decision by a competent authority, cable or network damage caused by a third party, flooding or equivalent water related accident, peak in the electricity supply, or discontinuation of essential raw material.

(b) which Singtel or Singtel’s subcontractor, consultant or agents could not have reasonably foreseen or taken reasonable measures to prevent.

“General Terms” means Singapore Telecommunications Limited’s General Terms and Conditions of Service which may be found at [www.singtel.com](http://www.singtel.com)

“Intellectual Property Rights” means all copyright, patent, trademarks, confidential information and other intellectual property relating to or embodied in the Service and any software, service documents and/or work provided in relation to the Service and all documentation thereof

“Portal” means the myBusiness web-portal at URL: <http://mybusiness.singtel.com>.

“SaaS” means Software as a Service, a software delivery model in which the software is developed by a Third Party Vendor and its associated data are hosted on the cloud, where users will access through the Portal by using thin clients such as a web browser.

“Service” refers to the relevant SaaS service(s) as stated in the related Annex.

“SRCA” means the form called the Service Request cum Agreement.

“Subsequent Orders” means additional purchases (including but not limited to add-on licenses or credits) for the Services

“Term” shall mean the Initial Term and/or the Subsequent Term(s), as the case may be.

“Third Party Vendor” shall mean any person or entity that provides SaaS, third party software and/or related intellectual property.

“Work” means any additional work the Customer requests Singtel to perform in relation to the Service.

1.2 The words and expressions used in these Specific Terms and Conditions, which are defined in the General Terms but are not defined in these Specific Terms and Conditions, shall have meanings as defined in the General Terms unless the context otherwise requires.

1.3 The headings or titles to the Clauses in these Specific Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Specific Terms and Conditions.

### **2. Trial Period of the Service**

2.1 If applicable or as referred to in the relevant Annex, the period of trial for the Service (“Trial Period”) shall be:

(a) a period of up to thirty (30) days; or

(b) such other period as may be stipulated by Singtel as the Trial Period.

2.2 The Trial Period Service shall automatically be terminated at the end of the Trial Period. If the Customer does not convert the trial Service to a paid Service five (5) days prior to trial Service termination, all data contained in the Service shall be removed and deleted as stated in Clause 6.3 below. Without prejudice to Clause 11 of the General Terms, Singtel shall not be liable for any loss, damage or liability incurred or sustained by the Customer (including loss of data) as a result of using the Trial Period Service.

2.3 The Customer is responsible to backup and export any data, contained in the trial Service before the trial Service is terminated.

### **3. Commencement, Duration and Pricing of Service**

3.1 The Service shall commence on (the “Service Commencement Date”):

(a) where the Customer purchases the Service through the Portal, the date of the purchase; or

(b) where the Customer purchases the Service through a Singtel customer service consultant or by submitting a ACA Form or SRCA Form, the date the Service is first made available for use by the Customer.

3.2 Without prejudice to Clause 3.2 General Terms, the Customer acknowledges and agrees that Singtel reserves the right to vary the published Fees and Charges at any time before the Customer purchases the Service.

- 3.3 Unless otherwise stated in this Agreement or its relevant Annex, the subscription period for the Service shall be for a minimum period of 12 months from the Service Commencement Date (the "Initial Term") or such other period as may be stipulated by Singtel. The Service shall continue for successive monthly periods or such other periods as stipulated by Singtel (the "Subsequent Term") thereafter, unless terminated.
- 3.4 If the Customer continues subscribing to the Service after the Initial Term, the Customer agrees that the Initial Term's Fees and Charges may no longer be valid and the Customer will be liable to pay the published Service price.
- 3.5 All Subsequent Orders shall be at Singtel's prevailing rates.
- 3.6 Upon Service Commencement Date, and including any Trial Period, the Customer consents to Singtel contacting it for marketing purposes and Service improvement(s) or feedback(s).
- 4. Service Requirements and Limitations**
- 4.1 The Service is provided "as is" and "as available". Singtel does not guarantee that the Service is fault free, continuous or uninterrupted.
- 4.2 Singtel intends to improve the usability and performance of its Service by carrying out Service maintenance. During maintenance periods, the Service may not be available to the Customer. The time of performance will not be of the essence.
- 4.3 The Customer is solely responsible for its and its End Users and/or third parties use of the Service (including all software, equipment, devices and documentation) and the content of all communications facilitated by the Service. The Customer warrants that no such display, use, content or conduct of the Customer, an End User and/or any third party in relation to the Service shall be unlawful (including without limitation, fraud, invasion of privacy, illegal pornography, obscenity, defamation or interferences with, or disruption to, other network users, network services or network equipment) or prohibited by the terms of these Specific Terms and Conditions, and that no such display, use, content or conduct shall infringe the rights of any third party (including without limitation, intellectual property rights or confidential information) and Customer agrees to indemnify and render harmless and defend at its own expense, Singtel, Singtel's subcontractors or Third Party Vendors (or their associated companies, officers and employees) against any and all costs, claims or other liability (including reasonable legal fees), arising as a result of such display, use, content or conduct.
- 4.4 Singtel is not responsible for any failure of the Service due to an accident, abuse, misapplication or unauthorized modification of the Service or a device provided for use with the Service by the Customer, an End User and/or any third party
- 4.5 Singtel takes no responsibility for the security, confidentiality or privacy of the communications and/or data transmitted over the Internet and does not warrant (and expressly excludes any and all express or implied warranties) that the Service will be without failure, delay, interruption, error or loss of content, data or information. Singtel shall not be liable for any compatibility issues pertaining to Customers' computers, applications or other software on any computers using the Service nor shall Singtel be liable for any loss of data associated with the Service.
- 4.6 The Customer is responsible for supplying and authorizing access to its End Users. The Customer is responsible to terminate or reassigns access to the Service from any End User that the Customer deems to have become unauthorized to access the Service at any time.
- 4.7 The Customer acknowledges that the availability of the Service is subject to:
- (a) availability of resources, including, without limitation, availability of a suitable network infrastructure at the time at which the Service is requested or delivered;
  - (b) geographic and technical capability of the Singtel network and of Singtel's delivery systems at the time at which the Service is requested or delivered;
  - (c) provisioning time that may be required by Singtel to provide the Service;
  - (d) the CPE meeting the minimum internet browser requirements as published on the Portal for the Service from time to time; and
  - (e) the Customer settlement of Customer's outstanding debts in any Singtel service accounts.
- 4.8 The Customer acknowledges that:
- (a) the Customer must procure and maintain at its own expense any equipment, software, operating conditions and/or specifications needed to implement, receive and use the Service, unless Singtel expressly agrees otherwise in writing;
  - (b) the technical means by which Singtel supplies the Service is at Singtel's sole discretion;
  - (c) the Service does not include and Singtel shall not be responsible for any configuration of the CPE. This includes the configuration of any wired or wireless connectivity that may be supported by the CPE, unless as expressly stated in the Annex(es);
  - (d) where the parties agree that Singtel deliver a solution containing both SaaS services and other services and/or products, the terms of the non SaaS service part of the solution are to be agreed between the parties separately;
  - (e) upon using the Service, the Customer and/or the End User acknowledges and accepts the Third Party Vendor terms of service and/or End User License agreement. Breach of any Third Party Vendor's terms may entitle Third Party Vendor to take legal action against the Customer;
  - (f) the Customer hereby consents that any data entered, used and/ or processed by the Service may reside on Third Party's Vendor's infrastructure;
  - (g) the Customer may use the Service only for its own internal use and the Customer may not resell or distribute the Service, unless expressly stated in writing to the contrary.

- (h) if applicable, any change in Service may cause Service termination and Clause 6.3 and 6.5 may apply;
- (i) the Customer may authorize only named End Users to use the Service and shall keep a register of such named users and make it available for Singtel's inspection at Singtel's request.
- (j) the Customer shall be liable towards Singtel for any Service related claim presented by any End User(s) or third parties; and
- (k) the Customer is responsible for ensuring that any terms and conditions of use of the Service are brought to the attention of, and complied with by, any person that the Customer permits or allows to use the Service.

4.9 The Customer shall not:

- (a) through the use of the Service infringe any copyright or other intellectual property rights pertaining to the information or resources made available by the Service nor shall the Customer retain such information or resources for re-use in any computer system or otherwise;
- (b) use the Service to access information and/or resources which are private to individual and organizations unless permission to do so has been granted by the owners or holders of the rights to such resources and/or information;
- (c) reverse engineer, decompile, disassemble or otherwise discover the Service or the Service APIs (application programming interface) or the software for the Service or develop, change, modify or copy the Service or the software for the Service; or
- (d) remove, modify or obscure any copyright, trademark or other proprietary rights notices that is contained in the Service.

4.10 If the Customer reports a fault and following investigation from Singtel, either no fault is found or Singtel determines that the fault does not lie with Singtel, then Singtel may charge the Customer an administrative fee for the fault report at Singtel's then prevailing rate.

## 5. Version and Changes to Service

- 5.1 The Service supports limited number of web browsers and may require helper applications, client software and equipment. Supported combinations published on the Portal may be changed from time to time.
- 5.2 Singtel has no obligation to provide, support or maintain the Service if the Customer uses software, software version, equipment or other facilities that are not in compliance with the Service requirements.
- 5.3 The Service may be updated from time to time.
- 5.4 Singtel is entitled to change the Service if such change is necessary due to mandatory legislation or a decision by a competent authority or the change relates to the changes by third party licensor or hardware or software manufacturer to its products or license terms.
- 5.5 Notwithstanding any other termination rights contained in the Customer Agreement that Singtel may have, Singtel has a right to discontinue the Service or feature thereof and if the Service is not materially affected. In such instance, Singtel may terminate the agreement for the Service or feature thereof by notifying the Customer reasonably in advance.

## 6. Termination

- 6.1 For Customers who have subscribed for the Service, Singtel or the Customer may terminate the Service, including/or the Subsequent Order, by giving to the other not less than thirty (30) days' prior written notice.
- 6.2 The Customer is responsible to make regular backups and export any data contained in the Service at all times and/or prior Service termination.
- 6.3 Upon termination (regardless at Trial Period or Term), the following will apply:
  - (a) the Customer's data and/or user accounts will be removed and deleted; and
  - (b) the registered Portal account for access to the Portal will continue to be active unless Customer otherwise requests.
- 6.4 Singtel may terminate the Service, block any Service content and/or Service access as the case may be with immediate effect if Singtel believes that the Customer or End User's use of the Service as the case may be is unlawful including, without limitation, alleged breach of any End User License, fraud, invasion of privacy, illegal pornography, obscenity, defamation or interference with, or disruption to, other network users, network services or network equipment.
- 6.5 Upon termination of the Service, the Customer shall be liable to pay Singtel:
  - (a) where the effective date of termination of the Service is the same as the expiry date of the Initial Term for the Service, the Fees and Charges up to and including the effective date of termination of the Service;
  - (b) where the effective termination date of the Service is before the expiry date of the Initial Term for the Service, the Fees and Charges up to and including the effective date of termination of the Service and 100% of the monthly recurring charge(s) for the period between the effective date of termination of the Service and the expiry date of the Initial Term of the Service (if applicable); or
  - (c) where the effective termination date of the Service occurs during the Subsequent Term, the Fees and Charges up to and including the effective date of termination of the Service and 100% of the monthly recurring charge(s) for the period between the effective date of termination of the Service and the expiry date of the Subsequent Term of the Service (if applicable).

## 7. Service Provision

- 7.1 Singtel shall charge for all Work at Singtel's then prevailing rate, where applicable.

- 7.2 In addition to the Fees and Charges in Clause 3 of the General Terms, a surcharge shall be payable for any Work on public holidays, the eve of public holidays, or outside the following hours:
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|------------------|-----------------|
| Monday to Friday | 8.30am - 6.00pm |
| Saturday         | 8.30am - 1.00pm |
- 7.3 Singtel reserves the right not to accept or proceed with any application for Work. In particular, Singtel may not accept or proceed with any application for Work if:
- the application submitted by the Customer and received by Singtel is not duly completed, signed and company stamped as necessary; or
  - Singtel considers it is unable to perform the Work due to non-availability of resources as stipulated under Clause 4.7.
- 7.4 Where the Customer requests that Singtel provision the Service within a specified period, Singtel shall, in consultation with the Customer, determine the date to complete the Work (the "Date of Service Required").
- 7.5 If Singtel is unable to complete all or any of the Work on or before the Date of Service Required, then the Customer must:
- cancel that part of the Work that Singtel is unable to complete on or before the Date of Service Required, without being liable to pay the cancellation charges referred to in Clause 5.3 of the General Terms; and
  - accept that part of the Work that Singtel has completed, and pay for the same at Singtel's then prevailing rate;
- and the Customer shall have no other claim against Singtel, and Singtel shall have no liability in contract, at law or equity, for failure to complete the Work before the Date of Service Required.
- 7.6 If the Customer requests to defer completion of the Work to a date after the original Date of Service Required, the Customer shall be liable to pay a reservation fee at Singtel's then prevailing rate. For the purposes of this Clause, the period of reservation shall be the period between the originally agreed Date of Service Required and the date of completion of the Work.
- 7.7 If the Customer cancels the Work, the Customer shall be liable to pay the cancellation charges at Singtel's then prevailing rate.
- 8. Intellectual Property Rights**
- 8.1 All the Intellectual Property Rights belong to Singtel, Singtel's subcontractors or Third Party Vendors who have issued licenses to Singtel for the provision of the Service and are not transferred to the Customer.
- 9. Limitation of Liability, Damages**
- 9.1 The Customer shall present any claims in writing to Singtel within one (1) month from the date the defect which the claim relates to was noticed, or should have been noticed, but in any event within one (1) month from the delivery.
- 9.2 Without prejudice to Clause 10 of the General Terms, the Customer shall be responsible and liable for any costs, expenses and damages of Singtel arising out of or due to the unauthorized use, copying, reproduction and/or distribution of the Service, the software or their parts.
- 9.3 In addition to Clause 11.1.2 of the General Terms, Singtel shall not be liable in any way, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any losses, damage or liability incurred or sustained by the Customer as a result of Singtel carrying out actions on Customer's request or instructions.
- 10. Force Majeure**
- 10.1 Singtel is released from all contractual obligations and liability if Singtel's performance is affected by force majeure.
- 11. Consent to Use and Disclosure of Information and Data**
- 11.1 The Customer agrees that Singtel shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with Clause 15 of the General Terms. The Customer is entitled to withdraw such consent in the procedure as prescribed by Singtel from time to time.
- 12. General**
- 12.1 The Customer acknowledges and agrees that the Service may include Third Party Vendor software and/or other related items to which the Customer agrees to bear any and all risk in respect of any use by it thereof or reliance upon any results or data produced thereby. Singtel makes no warranty or representation whatsoever in relation to any component of the Service and specifically disclaim any and all express or implied warranties (including any warranty as to non-infringement, satisfactory quality and/or suitability for purpose etc) in relation therewith to the maximum extent permissible by law. Accordingly, the Customer shall not make any claim whatsoever against Singtel or any of its related corporations, howsoever based on any use by the Customer of any component of the Service hereunder.
- 12.2 The Customer shall, at all times, be bound by and shall fully observe and comply with any and all Third Party Vendor terms and conditions of use whether or not attached to these Specific Terms, including any variations and/or amendments thereto, that is howsoever and/or whensoever notified to the Customer by such third party or by Singtel. The Customer acknowledges and agrees that it shall be a condition for the Service to be rendered or continue to be rendered (as the case may be), for the Customer to agree to and be bound by and to fully observe such Third Party Vendor terms.
- 12.3 The Customer shall be bound by and shall fully observe and comply with all the General Terms as well as such other terms and conditions as may be agreed or accepted by the Customer. The rights and protections conferred on Singtel under these Specific Terms and Conditions shall be additional to the rights and protections conferred on Singtel under the General Terms and any other terms and conditions agreed or accepted by the Customer.

- 12.4 Any Clause in the General Terms, these Specific Terms and Conditions, or any other terms and conditions as may be agreed or accepted by the Customer, that is invalid, unenforceable or illegal shall be enforced as nearly possible in accordance with its intended meaning, but shall otherwise be deemed to be severed and shall not affect the enforceability of any other Clauses, which Clauses shall continue to be valid and enforceable to the fullest extent permitted by law.

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**ANNEX – MecWise Time Management Service**

*\*Note: This Annex shall be read together with the Specific Terms Singtel SaaS Service\**

**1. Definition and Interpretation**

- 1.1 "Service" means the provision of the SaaS known as MecWise Time Management, which is a solution to replace manual timesheet tracking and allow electronic submission to the supervisor.
- 1.2 The words and expressions used in this Annex, which are defined in the General Terms and/or Specific Terms and Conditions but are not defined in this Annex, shall have meanings as defined therein unless the context otherwise requires.

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