

SPECIFIC TERMS AND CONDITIONS FOR SINGTEL MULTI CLOUD MANAGEMENT SERVICE

1. Definitions and Interpretation

- 1.1 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 the same meanings as defined in the General Terms unless the context otherwise requires.
- 1.2 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.
- 1.3 These Specific Terms are in addition to the General Terms that shall collectively comprise this Agreement. 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.
- 1.4 In these Specific Terms and Conditions, the following words and expressions shall have the following meanings:

“Account” means an account provided to the Customer by Singtel for the Singtel Multi Cloud Management 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 on the Services under an Account or otherwise transfers, processes, uses or stores in connection with an Account.

“Customer Data” means data owned or supplied by the Customer or its authorized users to which Singtel is provided access in the course of providing the Services.

“End Users” means any authorized Customer personnel that accesses or uses the Services under an Account.

“Fees and Charges” means the fees and charges payable by the Customer to Singtel in respect of the Services hereunder as specified by Singtel from time to time.

“General Terms” means Singapore Telecommunications Limited’s General Terms and Conditions of Services for Enterprise, which may be found at <https://www.singtel.com/terms-general-enterprise>.

“Loss/es” means any claims, damages, losses, liabilities, costs and expenses (including attorneys’ fees).

“Personal Data” shall have the meaning given to such term in the Personal Data Protection Act, 2012 (Singapore) or any other applicable personal data law/regulation.

“Public Cloud Service(s)” means the information technology infrastructure resources (including computing and storage), provided by third-party vendor(s) (such as Amazon Web Services) which will be managed through the Platform.

“Platform” means the Singtel Multi Cloud Management platform upon which the Singtel Multi-Cloud Management Service is delivered.

“Service/s” means professional or managed services supplied by Singtel and/or the Vendor(s), including the Singtel Multi-Cloud Management Service.

"Singtel Group Corporation" means any corporation within the Singtel Group.

"SRCA Form" means the form prescribed by Singtel and used by the Customer to subscribe for the Services.

"Term" means the subscription period committed by the Customer to Singtel for use of the Services and as set out in the SRCA Form.

"Vendor/s" means Singtel's partners/suppliers that provide Services to Customer.

2. Provisioning of Services

2.1 Singtel will provision the Services for Customer's use on:

- (a) the date required by Customer ("RFS Date") as stated in the SRCA Form; or
- (b) in the event that Singtel is unable to complete the Services required by Customer on the RFS Date, an alternative date specified by Singtel in writing.

2.2 If Singtel is unable to complete all or any of the Services on or before the RFS Date, then the Customer must:

- (a) Accept that part of the Services that Singtel has completed on or before the RFS Date and pay for the same at the rates stated in the SRCA form and/or Singtel's quotation.
- (b) Accept the remainder of the Services upon completion by Singtel and pay for the same at the rates stated in the SRCA form and/or Singtel's quotation.

And provided always that the Customer shall have no other claim against Singtel, and Singtel shall have no liability in contract, at law or in equity, for failure to complete the Services before the RFS Date.

2.3 The Customer may, with the written consent of Singtel, purchase additional features or services ancillary to Services and, these Specific Terms and Conditions shall also apply to those additional services or features.

2.4 If the Customer requests to defer completion of the Services to a date after the originally agreed RFS Date, then, the Customer shall be liable to pay a reservation fee at Singtel's then prevailing rate (and, for the purposes of this clause, the period of reservation shall be the period between the originally agreed RFS Date and the date of completion of the Services).

2.5 Singtel does not support temporary suspension of Services requests from the Customer. All requests for Service suspension will be regarded as cancellation of Services where the Customer shall be liable to pay the full sum of Fees and Charges for the Services subscribed to by Customer pursuant to this Agreement.

2.6 If Customer orders Professional Services from Singtel, the Customer and Singtel will execute a separate Statement of Work ("SOW"), which will describe the (i) scope of the Professional Services to be provided by Singtel, (ii) Customer's related obligations, (iii) delivery location, and (iv) corresponding Fees. Each SOW executed by the Customer and Singtel will reference and be subject to these specific terms and conditions and may contain additional terms. Any changes to the scope of a SOW must be made in writing and signed by both Customer and Singtel ("**Change Order**"). Each Change Order shall contain full particulars of the adjustment. Each mutually executed Change Order will be incorporated herein by this reference and subject to these specific terms and conditions. If Customer requests that Singtel provides certain Professional Services at a Customer designated location (e.g., on-site), Customer shall also reimburse Singtel for Singtel's actual and reasonable travel expenses that have been pre-approved by Customer.

2.7 Any reports, materials, documentation, or other deliverables provided by Singtel to Customer as part of the Professional Services are "Deliverables". Notwithstanding the foregoing, no Products (including any updates, upgrades, patches, or bug fixes) or any underlying technology shall be considered a Deliverable. Singtel grants Customer a perpetual, worldwide, nonexclusive, nontransferable, nonsublicensable license to use the Deliverables for Customer's internal business purpose.

3. Service requirements and limitations

- 3.1 The Customer acknowledges that Services availability shall be subject to:
- (a) Customer's timely participation in meetings called by Singtel, particularly the onboarding sessions conducted by Singtel.
 - (b) The Customer's timely provision of all technical requirements, access rights and user account details for the Public Cloud Services to Singtel at Singtel's request.
 - (c) All network communication, including end-to-end communication between Customer's devices, Public Cloud Services and the Platform.
 - (d) The Customer's timely provision of Customer's business requirements, signed SRCA Form, and any other information or documents required by Singtel; and
 - (e) The Customer's settlement of Customer's outstanding debts in any Singtel service accounts.
- 3.2 The Services are provided on an "as is" and "as available" basis. Singtel does not guarantee that the Service is fault free, continuous, uninterruptable, free from harmful components, or that any Customer Content or Customer Data will be secured or not otherwise lost or damaged. Except to the extent prohibited by law, Singtel 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.
- 3.3 The Services will be provided on a commercially reasonable efforts basis. Singtel and Vendor, 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.
- 3.4 Customer acknowledges and agrees that Singtel may carry out periodic maintenance of the Service(s) and that during maintenance periods, the Service(s) may not be available to the Customer.
- 3.5 Customer acknowledges and agrees that:
- (a) it must procure and maintain at its own expense any equipment, network infrastructure or software needed to implement, receive and use the Services, unless Singtel expressly agrees otherwise in writing;
 - (b) it will use the Services only for its own internal use and the Customer may not resell or distribute the Services. In the event that the Customer desires to re-sell or re-provide the Services, the Customer and Singtel may, at Singtel's sole discretion and as may be mutually agreed, enter into a separately negotiated agreement;
 - (c) it is responsible to comply with these Specific Terms and Conditions, General Terms and any other terms subsequently imposed by Singtel in connection with the use of the Services;
 - (d) it is solely responsible for its use of the Services. The Customer warrants that no such use or conduct of the Customer in relation to the Services shall be unlawful (including, without limitation, any use or conduct which interferes with, or causes disruption to, other network users, network services or network equipment) or prohibited by this Specific Terms and Conditions, and that no such use or conduct shall infringe the rights of any third party (including without limitation, intellectual property rights or confidential information);
 - (e) it shall fully indemnify and hold Singtel harmless at all times against all actions, claims, proceedings, costs (including legal costs), losses or damages whatsoever, incurred by, or brought against Singtel 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 any Vendor terms, (iv) use of the Services (including any activities under the Account or use by the Customer's employees and personnel) in a manner not authorized by this Agreement, (v) any loss or disruption caused to Singtel other customers' account/s, in each case, arising from the Customer's use of the Services and/or resulting from the acts or omissions of the Customer and/or the Customer's personnel, employees, End Users, representatives or agents;

- (f) the technical means by which Singtel supplies the Services is at Singtel's sole discretion;
- (g) it will provide Singtel personnel with access to Customer's environment, either direct access onsite or through remote access from any network, as necessary for Singtel's provision of the Services,;
- (h) it must at all times subscribe for bandwidth as required by the Services;
- (i) it will ensure that none of its Content or End User's use of the Services will violate Singtel's acceptable use policy or applicable law;
- (j) it will be responsible for the acts and omissions of any employees, agents or other persons whom it authorizes in relation to this Agreement, its Content or use of the Services;
- (k) it is responsible for End User's use of Customer Content and the Services and will ensure that all End Users comply with Customer's obligations under this Agreement. If Customer becomes aware of any violation of obligations under this Agreement by an End User, Customer will immediately terminate such End User's access to Customer Content and the Services;
- (l) it will comply with all applicable laws including, (i) import, re-import, export and re-export control laws and regulations in relation to this Agreement (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 Services, including any transfer and processing of Customer Content to third parties and the region in which any of the foregoing occur. Customer is responsible for responding to any request from a regulatory authority or court regarding Customer's use of the Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws;
- (m) any service levels offered by Singtel constitutes the sole and exclusive remedy for any breach relating to the performance of the Services and the Customer waives its rights for further claims against Singtel in respect of performance of the Services;
- (n) it will not copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services (subject to Clause 3.4(s)) and except to the extent such restriction is expressly prohibited by applicable law;
- (p) it will not use the Services to operate or enable any telecommunications service or in connection with any application that allows its users to place calls or receive calls from any public switched telephone network;
- (q) it will not access or use the Services (i) to create, transmit, process or store any Customer Content that is subject to the International Traffic in Arms Regulations maintained by the Department of State, (ii) on behalf of or for the benefit of any entity or person who is legally prohibited from using the Services; or (iii) to transmit, store, or process Protected Health Information (as defined in HIPAA) (unless both parties execute a HIPAA BAA);
- (r) it will not use the Services in connection with any use involving High Risk Activities. "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control or life support systems, where the failure of the Product could lead to death, personal injury, or environmental damage.

- (s) it must not, and must not knowingly allow any third party to:
 - (i) distribute, sublicense, sell, transfer, or otherwise make available any Product, Deliverable, Services or the Platform to any unauthorized third party;
 - (ii) reverse engineer, decompile, disassemble, extract, or otherwise derive, modify or attempt to derive or modify the source code of any Product, Deliverable, Services or the Platform (except and only to the extent applicable law allows);
 - (iii) use functionality outside of the licensed usage parameters even if such functionality is accessible;
 - (iv) remove, obscure, or alter any trademark or copyright, confidentiality or other rights notice or legend appearing on or in any Product, Deliverable, or other materials provided or made available by Singtel and/or its Vendors;
 - (v) disclose results of any benchmark tests relating to any Product, Services or the Platform without Singtel's prior written consent; or
 - (vi) use any Product, Deliverable, Services or the Platform in any manner that does not comply with this Agreement or applicable laws and regulations, including together with any unauthorized third-party hardware or software.
- (t) it is responsible and liable for all access to and use of the Platform occurring under Customer's Accounts or logins. Customer must notify Singtel immediately of any unauthorized use of the Platform or any other actual or suspected breach of security regarding the Platform of which Customer becomes aware.
- (u) Except for the rights expressly granted to Customer in these specific terms and conditions, all intellectual property or other proprietary rights, title or interest in and to the Platform, Services and Deliverables including without limitation, all copyrights, modifications, know-how, techniques, enhancements and derivatives thereof including suggestions, enhancement requests, recommendations or other feedback provided by Customer, are and remain solely owned by Singtel and/or its Vendors where applicable.
- (v) These specific terms and conditions and any SRCA or SOW duly executed hereunder constitutes the entire agreement and understanding between the Customer and Singtel regarding the subject matter hereof and supersedes any prior representations (except if fraudulent), advertisements, statements, proposals, negotiations, discussions, or agreements regarding such subject matter. The Customer and Singtel agree that any terms and conditions in a purchase order, invoice, or similar document proffered by the Customer are of no force and effect and are hereby rejected. These specific terms and conditions may not be modified or amended except by a writing signed by an authorized representative of both the Customer and Singtel.
- (w) No failure or delay by either the Customer or Singtel in exercising any right under these specific terms and conditions shall constitute a waiver of that right or any other right. Any waiver by either the Customer or Singtel must be in writing and shall apply solely to the instance to which the waiver is directed.
- (X) These specific terms and conditions and any SRCA or SOW referencing and governed by these terms and conditions may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. The Customer agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology.
- (Y) its use of the Platform is subject to the End User License Agreement located at <https://www.snowsoftware.com/int/EULA> ("EULA"), which the Vendor may require the Customer to execute. In the event Customer does not execute or delays in executing the EULA, Singtel shall not be liable for any failure to or delay in delivering the Services or Deliverables.

3.6 If the Customer reports any fault and, following an investigation by Singtel, either no fault is found or Singtel determines that the fault is not with the Singtel network or the Services, then Singtel may charge the Customer a fee for attending to the fault report at Singtel's then prevailing rates.

4. Fees and Charges

- 4.1 The Services shall be provided to the Customer at Singtel's prescribed price unless otherwise agreed in writing between the parties.
- 4.2 The Customer shall be liable to pay all Fees and Charges for Services as billed by Singtel:
- (a) Singtel Multi Cloud Management Service – Customer will be charged on a monthly recurring basis at the rates specified in the SRCA and/or Singtel quotation.
 - (b) Professional Service - Customer will be charged on a one-time charge basis at the rates specified in the SRCA and/or Singtel quotation.
 - (c) Managed Service - Customer will be charged on a monthly recurring basis at the rates specified in the SRCA and/or Singtel quotation.

Frequency and timing of billing shall be determined solely by Singtel.

The minimum Term for the Singtel Multi Cloud Management Service and Managed Services is 1 year ("Initial Term"). Thereafter, Singtel shall continue to provide the aforementioned Services at Singtel's prevailing rates for successive annual periods or such other periods as stipulated by Singtel (the "Subsequent Term"), unless earlier terminated in accordance with this Agreement or a written notice of non-renewal is served by Singtel or the Customer no less than a hundred (100) days prior to expiry of the Subsequent Term.

- 4.3 Singtel reserves the right to vary the Fees and Charges at any time.
- 4.4 Except as expressly provided otherwise in the SRCA or SOW, all Fees are due and payable, in the currency specified on the SRCA or SOW, within 14 days after the Customer receives the invoice from Singtel. If no currency is specified, the default currency will be Singapore Dollars (SGD).
- 4.5 Singtel reserves the right and upon 10 days' prior notice, to suspend Customer's use of the Services for which Fees are past-due until such past-due Fees are paid. Except as expressly provided in these specific terms and conditions, all undisputed Fees are nonrefundable, and payment obligations cannot be canceled.

5 Termination and suspension rights

- 5.1 Termination for convenience: Singtel may terminate the Services by giving Customer not less than thirty (30) days' prior written notice.
- 5.2 Termination for Cause:
- (a) Either party may terminate for cause if the other party is in material breach of any term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after such party gives the breaching party written notice of such breach; or
 - (b) Singtel may terminate for cause if, a Vendor who is the provider of any Service (which Singtel is reselling hereunder), removes or disables access to all or any portion of the Services, ceases to do business or otherwise terminates its business operations; or
 - (c) Singtel may terminate for cause if the Customer fails to pay any amount due to Singtel within thirty (30) days after Singtel gives Customer written notice of such non-payment;

- (d) Singtel may terminate for cause if the Customer (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding;
- (e) Singtel may immediately terminate for cause if the Customer commits a material breach of this Agreement that is incapable of cure; or
- (f) Singtel may immediately terminate for cause if the Customer is in breach of this Agreement more than two times notwithstanding any cure of such breaches.

5.3 Upon termination of the Services, all rights and licenses granted to Customer are terminated and the Customer shall be liable to pay Singtel:

- (a) Where the termination date is the same as the expiry date of the Term;
 - the Fees and Charges up to and including the date of termination.
- (b) Where the termination date is before the expiry date of the Term:
 - the Fees and Charges up to and including the date of termination; and
 - the Fees and Charges up to and including the end of the Term; and
 - all costs incurred by Singtel as a result of the Customer's termination

5.4 Singtel may suspend the Customer's right to access or use any portion or all of the Services or terminate an Account, immediately upon notice to the Customer if Singtel determines the Customer's use of the Services:

- (a) poses a security risk to Singtel or any third party,
- (b) may adversely impact the systems or Content of any other Singtel customer,
- (c) may subject Singtel, Singtel's Affiliates, or any third party to liability,
- (d) may infringe any third party intellectual property;
- (e) may be unlawful or fraudulent;
- (f) may create spam or distributes malware; or
- (g) violate Singtel/Vendor's acceptable use policy.

5.5 If Singtel suspends Customer's right to access or use any portion of the Services:

- (a) Customer shall remain responsible for all Fees and Charges which Customer has incurred up to the date of suspension;
- (b) Customer shall remain responsible for any applicable Fees and Charges for any Services to which 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;
- (c) Customer is not entitled to any service credits for any period of suspension; and
- (d) Singtel shall continue to have the right to terminate the Services.

6 Customer Data

6.1 The Customer agrees that Singtel shall be entitled to use or disclose any Customer Content or Customer Data disclosed by the Customer, in accordance with Clause 15 of the General Terms, as necessary for Singtel to fulfill

its obligations under this Agreement and to provide the Services to the Customer or End Users. The Customer is entitled to withdraw such consent in the procedure as prescribed by Singtel from time to time. Singtel/Vendor may need to transfer or disclose Customer Content or Customer Data in order to comply with applicable law or any request of a governmental or regulatory body or court (including subpoenas or court orders). Where permissible, Singtel will give Customer reasonable notice of the request to allow the Customer to seek a protective order or other appropriate remedy (except to the extent Singtel's compliance with the foregoing is not permitted by or would cause it to violate a court/regulatory order or other applicable law) and the Customer consents to such transfer/disclosure as aforesaid. Customer acknowledges that any Customer Content is subject to applicable data privacy and export control laws.

- 6.2 The Customer is solely responsible for ensuring that the collection, use, 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.
- 6.3 Singtel will refer to the Customer, any matter raised to Singtel, by a third party relating to Personal Data collected, used, stored, disclosed or handled by Customer in its Account in connection with the Services provided by Singtel. Customer must handle all referred matters at Customer's cost and Customer agrees to indemnify Singtel for all Loss Singtel incurs in respect of any claim or proceedings commenced against Singtel by a third party including a regulator, in relation to an individual's Personal Data collected, used, stored, disclosed or handled by the Customer in connection with the Services.
- 6.4 The Customer consents to:
- a) Singtel's/Vendor's collection, use and disclosure of information associated with the Services in accordance with Singtel's/Vendor's privacy policy;
 - and,
 - b) Singtel's/Vendor's collection and use of aggregated and deidentified data derived from Customer's use of the Services and disclosure of such aggregated and deidentified data as necessary to continue providing and improving the Services, subject always to all applicable data privacy laws.
- 6.5 The Customer consents to Singtel's provision of Customer's contact details to Vendor for the purpose of allowing the Vendor to communicate directly with the Customer for the following:
- a) as required to execute any Customer orders;
 - b) for purposes related to provision of the Services to Customers' Accounts including in relation to any Service updates or security incidents;
 - c) as required to ensure Customers are notified of available options to maintain continuity in Service provisioning, in the event Singtel ceases to be a reseller of the Services;
 - d) to conduct customer service and satisfaction surveys;

7 Vendor

- 7.1 The Customer acknowledges that the Singtel Multi Cloud Management Service and the associated professional and/or managed services may be provided by Vendors ("**On-supplied Services**"). Singtel will invoice the Customer for the On-supplied Services.

8 Limitation of liability and indemnity

- 8.1 Customer agrees that use of the Services is entirely at Customer's own risk. THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SINGTEL NEITHER GRANTS NOR MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SERVICES AND DELIVERABLES PROVIDED BY SINGTEL/VENDOR. FURTHERMORE, SINGTEL, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, EXPRESSLY DISCLAIMS AND EXCLUDES ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, UNINTERRUPTED

ACCESS OR NON-INFRINGEMENT. SINGTEL DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES AND SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT INCLUDING CUSTOMER CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE SERVICES WILL OPERATE IN ANY SPECIFIC SYSTEM ENVIRONMENT.

- 8.2 Singtel shall not be liable for any compatibility issues pertaining to Customer's computers, applications or software on any computers accessing the Customer's Account.
- 8.3 In no event will Singtel or Vendors, licensors, employees, contractors, or agents, be liable to the Customers for any consequential, indirect, special, punitive, exemplary or incidental damages incurred by the Customer or any End User, whether foreseeable or unforeseeable and regardless of whether the Customer has been expressly advised of the possibility of such damages including damages for (i) loss of profits or goodwill (whether claimed as a direct or indirect loss), use or data (ii) any unanticipated or unscheduled downtime of all or a portion of the Services for any reason, (iii) unavailability or non-performance of any of the Services (iii) any investments, expenditures or commitments by Customer in relation to use or access to the Services (iv) cost of procurement of substitute Services (v) any unauthorized access to, compromise, alteration of or the deletion, destruction, damage or loss of any Customer Content or data, or cost of replacement or restoration of any lost or altered company content, whether arising out of breach or failure of warranty or related remedies, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise. In addition, Singtel will not be liable for any damages caused by delay in delivering or furnishing the Services.
- 8.4 Singtel shall incur no liability for any claims arising solely and directly from (i) good faith reliance on the information provided by the Customer, (ii) any action of the Customer, or (iii) any failure of the Services due to operator error or security breach caused by Customer.
- 8.5 The Customer shall be solely responsible for all Customer Content. Singtel shall have no liability whatsoever with respect to the Customer Content. Singtel does not assume, and Customer shall be solely responsible for the business and operational risks associated with the Customer's business or any aspects of the operation or Content of the Customer's Account. Singtel shall have no liability whatsoever for any loss of data or Content in the course of providing the Services and Customer agrees to be responsible for backing up all data. Customer shall provide reasonable assistance to Singtel in connection with removing or disabling access to Content that violates the Vendor's or Singtel's AUP. Customer hereby agrees to indemnify Singtel for any claims and/or losses/damages arising from or relating to the Customer Content.
- 8.6 During the Term hereof and notwithstanding termination of the Services, the Customer shall defend, hold harmless Singtel and keep Singtel, its Affiliates and Vendors fully indemnified against any third-party claims and/or Losses, arising out of or relating to:
- (a) Customer's or End User's use of the Services (including any activities under the Customer's Account) in a manner not authorized by this Agreement or the EULA or in any fraudulent manner; or
 - (b) breach of this Agreement, EULA and/or violation of applicable laws; by the Customer, Customer Content or End Users; or
 - (c) any alleged infringement or misappropriation of any third-party intellectual property rights by Customer or the Customer Content, or by the use, development, design, production, advertising or marketing of Customer Content; or
 - (d) any dispute between Customer and End Users; or
 - (e) any taxes, fees, interest or penalties imposed on Singtel as a consequence of Customer's purchase of the Services; or
 - (f) Customer's act or omission which results in Singtel breaching the Personal Data Protection Act, 2012, Singapore or other applicable Laws; or

- (g) loss or damage suffered or incurred as a result of Customer's breach of Clause 3.5
- (h) any personal injury, death and property damage caused by the fault or negligence of the Customer or End Users.

8.7 Singtel shall not be liable in any way for any loss, damage or liability caused by or arising from events beyond Singtel's reasonable control including but not limited to any acts of God, diseases, epidemics, social or civil unrest, catastrophic incidents, riots, vandalism, terrorism, lightning, power failure, fire, flood, earth quake, emergency, curfew, industrial disputes, acts or omissions of any person for whom Singtel is not responsible, or any such similar events.

9 Changes and modifications

Singtel reserves the right to at any time and from time to time, at its sole discretion, change and modify, discontinue the Services or change or remove features or functionality of the Services, this Agreement as well as change or modify any addendum, terms of use, policy or guideline incorporated by reference. Any changes or modifications will be effective upon posting thereof on Singtel's website or upon notice to the Customer in writing (including in an electronic format). The Customer's continued use of the Services thereafter shall constitute the acceptance of such changes or modifications.

10 Compliance with laws

- 10.1 The Customer shall not and shall not authorize or permit any third party to, use, sell, license, export, re-export, or otherwise transfer the Services in violation of applicable export, import, or sanctions laws or regulations or with knowledge that such Services will be used directly or indirectly for any purpose that would not be permitted under the aforesaid laws or regulations.
- 10.2 Customer represents, warrants and undertakes that it is, and shall remain, compliant with all applicable anti-corruption/anti-bribery laws of the jurisdictions where the Customer operates.