

Cloud Comrade General Terms and Conditions

Cloud Comrade Pte. Ltd. (UEN 201414379M) (“**Cloud Comrade**”) is in the business of providing cloud related information technology services. These general terms and conditions (“**General Terms and Conditions**”) set out the framework terms and conditions which governs Cloud Comrade’s provision, supply and delivery of Services to Customer (defined below), and Customer’s receipt, access and use of the Services.

These General Terms and Conditions shall be read together with an Order (defined below).

1. Definitions and Interpretation

1.1 Unless the context requires otherwise, the following definitions apply in the Agreement.

“**Affiliate**” means, in relation to any Party to the Agreement, a corporation, company or other entity:

- (a) that is controlled directly or indirectly by that Party;
- (b) which owns or controls directly or indirectly, more than 50 percent of the voting shares of that Party; or
- (c) more than 50 percent of whose voting shares are under common ownership or control, directly or indirectly, with the voting shares of that Party.

“**Agreement**” means these General Terms and Conditions, the relevant Orders and all appendices, exhibits, or schedules attached to each of them, as supplemented, amended or modified from time to time.

“**AUP**” means Cloud Comrade’s Acceptable Use Policy.

“**Confidential Information**” means any and all information in whatever form (including without limitation, in written, oral, visual or electronic form or on tape or disk) that is confidential in nature and identified as such that is disclosed, furnished or communicated by or on behalf of the disclosing Party to the receiving Party through the receiving Party’s directors, officers, employees, representatives, contractors, sub-contractors or agents in connection with the Agreement or which comes to the receiving Party’s attention in connection with the Agreement, including the fact that the Agreement has been signed by the Parties and the terms herein.

“**Customer**” means the party who has entered into the Order with Cloud Comrade for Services.

“**Customer Data**” has the meaning ascribed to it in Clause 9.1.

“**Customer Third Parties**” has the meaning ascribed to it in Clause in 4.2.

“**Customer Usage Data**” has the meaning ascribed to it in Clause 9.7.

“**End User Terms and Conditions**” has the meaning ascribed to it in Clause 3.4.

“**Export Laws**” has the meaning ascribed to it in Clause 4.7.

“**Fees**” means the fees payable to Cloud Comrade under the relevant Order.

“**Intellectual Property Rights**” means all copyright, patents, trademarks, service marks, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same,

whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

“Order” means the relevant service order agreement, quotation, proposal, subscription order form or such other similar document for Cloud Comrade’s services, which expressly incorporates these General Terms and Conditions by reference and which has been entered into between Customer and Cloud Comrade or submitted by Customer and accepted by Cloud Comrade, as supplemented, amended or modified from time to time.

“Party” refers to either Cloud Comrade or Customer, and **“Parties”** refers to both of them.

“Payment Schedule” means the dates or schedule for payment of the Fees, as set out in the relevant Order.

“Personal Data” shall have the meaning defined under the Personal Data Protection Act 2012 of Singapore

“Point of Contact” means the individuals designated by the Parties as their respective authorised points of contact under the relevant Order.

“Services” means the services to be provided by Cloud Comrade as set out in the relevant Order.

“SIAC” means the Singapore International Arbitration Centre.

“Taxes” means any applicable custom fees, duties or taxes (including any goods and services tax or value added tax) associated with the purchase of the Services.

“Works” means any and all works of authorship, documents, reports, data, databases, software, programs, scripts, macros and any code of any type or language, processes, platforms, interfaces, methods, know-how, expertise, inventions, ideas, concepts, methodologies and technical and commercial information, photographs, designs, illustrations, artwork, drawings, diagrams, graphics, and any other subject matter or materials, in whatever form or medium (including digital equivalents of all the aforementioned subject matter).

1.2 In the event of inconsistency or ambiguity between the terms contained in the Agreement, the documents will take precedence in the following order:

- (a) the Order and any additional terms and conditions specific to any Services duly executed by both Parties; and
- (b) these General Terms and Conditions.

1.3 Each Order shall constitute a separate agreement between the Parties for the relevant Services and shall remain subject to these General Terms and Conditions. Any termination of one Order does not automatically lead to the termination of any other Order.

1.4 Cloud Comrade may from time to time change, modify or otherwise amend these General Terms and Conditions in its sole and absolute discretion. Customer’s continued use of the Services thereafter shall signify Customer’s assent to and acceptance of any such change, modification or amendment.

1.5 The Agreement or any provision herein, shall not be adversely construed against a Party simply because the Agreement was drafted or provided by such Party.

1.6 In the Agreement, unless the context requires otherwise:

(a) A reference to a person includes a natural person, a corporate or unincorporated body (whether or not having a separate legal personality).

(b) A reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing.

(c) Words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.

(d) Other parts of speech and grammatical forms of a word or phrase defined in the Agreement shall have a corresponding meaning.

(e) A reference to a Clause in these General Terms and Conditions is a reference to a Clause of these General Terms and Conditions.

(f) A reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by law judgement, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced.

(g) A reference to a document includes all amendments or supplements to that document, or replacements or novations of it.

(h) A reference to a Party includes that Party's Affiliates, successors and permitted assigns.

(i) A reference to an agreement, other than the Agreement, includes an undertaking, agreement or legally enforceable arrangement or understanding, whether or not in writing.

2. Services and Orders

2.1 Customer agrees that this Agreement shall govern the overall relationship between Customer and Cloud Comrade, and shall apply to any Service that Customer uses or procures and to Orders entered into between Customer and Cloud Comrade.

2.2 Upon receipt of each Order from Customer, Cloud Comrade shall as soon as is practicable confirm with Customer its ability to meet Customer's requirements. Cloud Comrade shall use commercially reasonable endeavours to meet Customer's requested requirements.

2.3 Each Order shall be in force once Cloud Comrade has confirmed, accepted and executed an Order that Customer has submitted to Cloud Comrade. Each Order constitutes a separate agreement between Customer and Cloud Comrade and may have additional terms and conditions set out therein which shall apply to such Service.

2.4 To the extent that any term in any Order is inconsistent with any of the provisions of these General Terms and Conditions, the terms set out in the Order shall prevail in respect of that Order to the extent of such inconsistency, but solely in respect of the Services provided pursuant to such Order save and except for any applicable end-user terms and conditions imposed by the supplier of such Service which shall prevail. Cloud Comrade may from time to time change, modify or otherwise amend any Order in our sole and absolute discretion. Your continued use of our Services thereafter shall signify your assent to and acceptance of any such change, modification or amendment.

2.5 As each Order entered into under these General Terms and Conditions constitutes a separate agreement for the relevant Services, any default by Cloud Comrade in relation to any one Order shall not entitle Customer to treat these General Terms and Conditions or any other Order as terminated.

3. Provision of Services

3.1 Cloud Comrade shall provide the Services to Customer on the terms and conditions of this Agreement. At Cloud Comrade's discretion, Cloud Comrade shall be entitled to delegate the performance of any of its obligations undertaken by Cloud Comrade to its Affiliates who may be operating from different jurisdictions, and assign the right to exercise any of its rights granted to it under this Agreement to any of its Affiliates. Where Cloud Comrade exercises such right of delegation and/or assignment, Cloud Comrade shall at all times remain fully liable to Customer for the acts and omissions of its Affiliates.

3.2 The Services will be provided by Cloud Comrade remotely. Where Cloud Comrade is required to attend at Customer's premises, for example for training or commissioning, it shall be mutually agreed by the Parties and specified in the relevant Order.

3.3 Cloud Comrade may make commercially reasonable updates to the Services from time to time. If Cloud Comrade materially changes any of the Services, Cloud Comrade will inform Customer.

3.4 The Services may from time to time include or incorporate third-party products, software or services which are subject to terms and conditions imposed by the relevant third-party suppliers ("**End-User Terms and Conditions**"). Customer accepts and agrees to comply with such End User Terms and Conditions. Customer shall indemnify and defend Cloud Comrade against all actions, claims, demands, losses, damages, statutory penalties, expenses and cost (including legal costs on an indemnity basis), suffered or incurred by Cloud Comrade arising from or in connection with any breach by Customer of such End User Terms and Conditions. Unless otherwise expressly specified in an Order, Cloud Comrade does not license or grant rights to Customer to the use of any software which may be required to be used by Customer to access, utilize or obtain the full benefit of the Services. Where the use of any applicable software is required, Customer shall enter into an end user licence agreement directly with the provider of the software and it shall be Customer's responsibility to ensure due compliance with such relevant terms and conditions.

3.5 The Services shall be performed to a standard that is no less than the generally accepted standard in the industry in which Cloud Comrade operates.

3.6 Cloud Comrade may, at its discretion, subcontract the performance of all or part of the Services to one or more suitably qualified contractor, sub-contractors, or independent contractors, and who, together with the Affiliates are collectively referred to herein as "**Sub-Contractors**". You consent, solely for the purpose of enabling the Sub-Contractor to perform the Services and our obligations hereunder and not for any other purposes, to (a) our disclosure of your Confidential Information and Personal Data, information, content or records in any form to the Sub-Contractors and their use; and (b) their installation of software, applications or approved agents in your public cloud infrastructure and systems.

4. Customer's Obligations

4.1 Customer acknowledges and accepts that the delivery of the Services is contingent upon Customer providing to Cloud Comrade (including the employees and Sub-Contractors of Cloud Comrade) access to such relevant information, and systems as may be necessary for Cloud Comrade to provide and complete the Services. Customer agrees to provide such access promptly, on reasonable terms and at

its own costs, and that Cloud Comrade will not be held liable for any failure or delay in its delivery of the Services that arises from any failure or delay in the provision of such access to Cloud Comrade.

4.2 If Cloud Comrade is required to work with Customer's contractors, vendors or such third parties designated by Customer ("**Customer Third Parties**") in the course of the provision of the Services, Customer agrees that Cloud Comrade shall not be liable for any failure or delay in the delivery of the Services that may arise due to any act or omission of any of such Customer Third Parties.

4.3 Customer shall ensure that where access to its premises is to be provided in the event such access has been mutually agreed upon, the conditions of its premises to which access is provided to Cloud Comrade, its personnel, agents, Sub-Contractors or representatives, are suitable and safe.

4.4 Cloud Comrade reserves the right to revise the Fees in the event any of the circumstances set out in Clauses 4.1 or 4.2 causes a delay in Cloud Comrade's delivery of the Services of more than fourteen (14) days.

4.5 Customer agrees that its use of Services shall comply with the AUP, and Customer shall be fully responsible for its access and/or use of the Services and shall not access and/or use the Services for any unlawful or improper purposes or to violate the rights of any other party. Customer further agrees that the provision of the Services is strictly for Customer's own internal use only and Customer undertakes not to resell or re-export the Services.

4.6 Customer agrees to comply with all applicable anti-corruption laws or regulations. Customer acknowledges and agrees that it has not received, requested, been offered, agreed, paid or promised, any offer, promise or gift of any financial or other advantage from and to any person that would constitute a violation under any applicable anti-corruption laws or regulations, or which would have influenced or secured any business or other advantage to Cloud Comrade.

4.7 Customer acknowledges that the provision of the Services by Cloud Comrade and the access and or use of the Services (or any part thereof) by Customer, may be subject to compliance with any and all applicable United States, United Kingdom and international laws, regulations, or orders relating to the export or re-export of computer software, technology, information or related know-how ("**Export Laws**"). Customer undertakes that the Services or any part thereof will not be shipped, transferred, exported, or re-exported into any country or used in any manner prohibited by the Export Laws. In addition, if any part of the Service is identified as export controlled items under the Export Laws, Customer represents and warrants that it is not a citizen of, or otherwise located within, an embargoed nation and that it is not otherwise prohibited under the Export Laws from receiving the Service or any part thereof.

4.8 Customer acknowledges that it is necessary for the Services or a part of the Services to be subject to third-party terms and conditions and Customer hereby accepts and agrees to comply with all such third-party terms and conditions.

5. Fees

5.1 In consideration of the performance of the Services, Customer shall pay the Fees to Cloud Comrade in accordance with this Clause 5. The Fees are strictly for the Services provided by Cloud Comrade and shall not be deemed to be royalty payments.

5.2 The Fees are exclusive of Taxes, which (if any) shall be invoiced to or paid for directly by Customer at the prevailing rate.

5.3 All payments to Cloud Comrade shall be made without any withholding or deduction for any Taxes, and in the event that Customer is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Cloud Comrade, then the sum payable to Cloud Comrade will be increased by the amount necessary for Cloud Comrade to receive an amount equal to the sum it would have received had no withholdings or deductions been made.

5.4 Customer shall pay the Fees in accordance with the relevant Payment Schedule. All payments must be made, at Customer's cost, by such method as agreed by Cloud Comrade in writing. Customer acknowledges that billing in relation to any work done on Customer's premises (e.g. training, physical installation, and any travel costs and expenses that have been pre-approved by Customer in writing) will be done via a separate invoice.

5.5 Each Party shall not have any right of set-off, deduction or counterclaim against any amount payable to the other Party, save only as expressly required under applicable laws.

5.6 The payment date in respect of each invoice will be on or prior to the due date falling thirty (30) days after the date of such invoice. In the event of any late payment by Customer, Cloud Comrade shall be entitled to charge interest at a rate of 2% per month (both before and after any judgement) on the sums outstanding until receipt of full payment of the same.

5.7 Notwithstanding any other provision to the contrary elsewhere in this Agreement and without prejudice to any other right or remedy that Cloud Comrade may have at law (including injunctive relief and summary judgment), if Customer fails to pay Cloud Comrade on the due date of payment, Cloud Comrade may, by giving fourteen (14) days' notice, suspend the provision of any further Services until payment has been made in full. In addition to payment of all outstanding charges, Customer may have to pay re-activation charges as notified by Cloud Comrade, in order for the Service to be resumed or fully reinstated after the suspension.

5.8 If Customer wishes in good faith to dispute any amounts invoiced by Cloud Comrade, Customer shall, within fourteen (14) days of its receipt of the invoice, notify Cloud Comrade in writing of the relevant amounts disputed, specify the reasons why such amounts are disputed and provide written records supporting the dispute. Notwithstanding any dispute of any invoice, Customer shall nonetheless pay the undisputed portion of the invoice in accordance with this Clause 5 and where the disputes is resolved in favour of Customer, Cloud Comrade shall credit such amount against the next invoice without interest.

5.9 In the event that the term of any of the Orders is renewed, Cloud Comrade shall be entitled to increase the Fees in the relevant renewal term by a percentage equal to the then applicable annual percentage increase in the Consumer Price Index or such equivalent index as reported by the relevant statistics department or office of the relevant country in which the relevant services are provided.

5.10 Cloud Comrade reserves the right to revise the Fees by way of written notice to Customer if the Fees are increased by external factors not caused by Cloud Comrade, such as currency exchange fluctuation or changes in the relevant third party supplier's or licensor's pricing.

6. Duration and Termination

6.1 The Agreement shall continue in force for the effective duration of the relevant Order ("Term"). Unless otherwise specified in the relevant Order or otherwise terminated in accordance with the Agreement, the Order shall have an initial term of twelve (12) months and shall be automatically renewed for successive twelve (12) month terms unless either Party gives the other Party a written notice of non-renewal at least ninety (90) days prior to the expiry of the then current Term.

Professional services and any other services that are provided on a one-time basis shall not be automatically renewed.

6.2 Either Party may terminate the Agreement or any Services hereunder for any reason by giving a written notice of termination to the other Party not less than ninety (90) days before the effective date of termination.

6.3 In the event that the Agreement or any Services hereunder is terminated by Customer under Clause 6.2 above, all sums payable to Cloud Comrade for the remainder of the initial term of the relevant Order shall become due immediately and shall be paid by Customer to Cloud Comrade within thirty (30) days from the date of such termination. Customer agrees and accepts that such payments are liquidated damages and not a penalty for early termination.

6.4 Either Party ("**first Party**") may immediately terminate the Agreement or any of the Services by written notice to the other Party if:-

(a) the other Party commits a material breach of any of its obligations under the Agreement and fails to remedy such breach within thirty (30) days of receiving written notice of such breach from the first Party; or

(b) the other Party becomes insolvent or bankrupt or is wound up, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver over its business or assets, or becomes the subject of any proceedings relating to insolvency or the protection of creditors' rights in any jurisdiction relevant to that Party.

6.5 Cloud Comrade shall be entitled to terminate the Agreement or any of the Services upon one (1) day's written notice if Customer fails to pay any of the Fees in accordance with Clause 5.

6.6 Upon termination Customer shall pay all outstanding Fees accrued for all Services in accordance with the Agreement up to and including the date of the termination, and each Party shall within three (3) working days:

(a) return all properties of the other Party (including all equipment, materials and tools provided by the other Party and all documents, data and information provided by or relating to the other Party) in its possession or under its control to the other Party;

(b) irretrievably delete any Confidential Information of the other Party (on whatever media and wherever located); and

(c) where applicable and to the extent practicable, mutually co-operate with the other Party to use the following procedures to return certain relevant Confidential Information:

(i) transfer the account privilege at the highest applicable level such as administrator or root level;

(ii) remove any access from shared media such as machine images and back-ups;

(iii) remove private connections such as SSL VPN (Secure Sockets Layer virtual private network) and peering connections;

(iv) remove any single sign-on and third-party integration;

(v) where Customer wishes to retain data, it must promptly notify and identify the relevant data to be retained, and Cloud Comrade will retain or place such data in a secure object storage such as Amazon S3 bucket, GCP Cloud Storage and Azure Blob Storage. Customer agrees that it will be responsible for

the cost of procuring and maintaining the secure object storage, retrieving and deleting its data from the object storage after retrieval, and will do so all within reasonable time frames, failing which Cloud Comrade shall not be liable in any way for the loss of the data by Customer arising from such termination; and/or (vi) Identity and Access Management (IAM) accounts, Groups, Roles and Federation will be removed with the approval and a witness from Customer (where available, and where the witness can be via remote session or physically).

6.7 Termination of the Agreement does not affect any accrued rights or liabilities of the Parties.

6.8 Any provision of the Agreement that expressly or is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

7. Limitation of Liability

7.1 To the maximum extent permitted by applicable law, Cloud Comrade and its Sub-Contractors disclaims and excludes all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute, law, course of performance, course of dealing, or trade usage, including but not limited to, any implied warranty of merchantability, title, fitness for any particular purpose and/or non-infringement. Cloud Comrade does not monitor or exercise control over the content of the information transmitted through the Services or its employees and Sub-Contractors under managed resource, staff augmentation or similar arrangements where the Customer retains supervisory control over such employees and Sub-Contractors. The Services are provided on an "as is" and "as available" basis, and use of the Services is entirely at Customer's own risk.

7.2 Subject to Clauses 7.3 and 7.5 and to the maximum extent permitted by applicable law, each Party's maximum total and aggregate liability to the other howsoever arising under or in connection with the Agreement (regardless of whether a claim is made under the Agreement, tort, negligence, strict liability, under a warranty, in equity or otherwise), is limited to and shall not exceed the amount equivalent to the Fees for the professional services and managed services (and not for any other services or products) provided under the Order, that are paid by Customer to Cloud Comrade during the twelve (12) months prior to the first event giving rise to liability, save that such limit of liability shall not apply with respect to Customer's payment obligations under the Agreement.

7.3 Notwithstanding anything to the contrary, Cloud Comrade shall not be responsible for any and all direct or indirect damages, losses, expenses or costs with respect to any provision of the cloud services by any cloud provider.

7.4 To the maximum extent permitted by applicable laws, neither Party will be liable to the other in any way for any special, incidental, economic, or indirect loss or damages, or for any loss or corruption of data, any loss of profits, revenues, customers or contracts, any wasted management time, or any increased costs or expenses, howsoever arising including in connection with the performance, non-performance or delayed performance of the Services or otherwise under the Agreement even if that Party has been advised by the other or should have reasonably been aware of the possibility of such loss.

7.5 Nothing in the Agreement limits or excludes either Party's liability for any loss or damages resulting from death or personal injury caused by the Party's negligence.

8. Confidentiality

8.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party, except as permitted by Clause 8.2.

8.2 Each Party may disclose the other Party's Confidential Information:

(a) to its employees, officers, representatives, Affiliates or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Agreement. Each Party shall ensure that its employees, officers, representatives, Affiliates or advisers to whom it discloses the other Party's Confidential Information are bound by or subject to substantially similar confidentiality terms and shall be responsible to the other for any breaches of these confidentiality obligations by its employees, officers, representatives, Affiliates or advisers; and

(b) to the minimum extent required by applicable law or regulation, court order or governmental or regulatory authority provided that the receiving Party only discloses that amount of information required to comply with such law or regulation, court order or request and that receiving Party shall provide disclosing Party with sufficient prior written notice to allow the disclosing Party to protect the confidentiality of that information and to take steps to avoid or limit the scope of the disclosure.

8.3 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement.

8.4 Each Party shall use reasonable measures to safeguard the Confidential Information of the other.

8.5 Notwithstanding the foregoing, the confidentiality obligations in this Clause 8 shall not apply to information that is:

(a) publicly available not as a result of any breach of confidentiality by the receiving Party;

(b) lawfully obtained from third parties not under confidentiality restrictions; or

(c) is independently developed by the receiving Party whether on its own or jointly with any third party without reference to the Confidential Information provided by or on behalf of the disclosing Party.

8.6 The obligation to maintain the confidentiality of the Confidential Information provided under the Agreement shall survive for one (1) year from the expiry or termination of the Agreement.

8.7 Customer agrees that Cloud Comrade may refer to Customer as being a client of Cloud Comrade in client reference lists and sales presentations, its websites or such other marketing materials that it may publish from time to time provided that Cloud Comrade gives Customer prior notice of such reference.

9. Data Protection

9.1 Customer agrees that it is solely responsible for the content of all data that is provided by Customer and/or Customer's representatives, employees, agents and contractors to Cloud Comrade and/or its Affiliates in connection with Cloud Comrade's and/or its Affiliates' provision of Services to Customer ("**Customer Data**"), and will secure and maintain all rights in such Customer Data necessary for Cloud Comrade to provide the Services without violating any third party's rights or otherwise obligating Cloud Comrade to Customer or any third party.

9.2 Customer consents to the processing of Personal Data by Cloud Comrade, its agents and/or its Affiliates for the purpose of providing the Services to Customer under this Agreement as its data intermediaries. To the extent that Customer provides any Personal Data to Cloud Comrade on behalf of third parties as part of this Agreement, Customer undertakes and represents that it has obtained and will continue to maintain all required consents from such third parties under applicable privacy

and data protection laws, and that such Personal Data is necessary and accurate, before providing such Personal Data to Cloud Comrade or its Affiliates, and shall at Cloud Comrade's request, furnish such consents to Cloud Comrade. Any Personal Data that Customer requires for Cloud Comrade or its Affiliates to collect and/or process on Customer's behalf, shall be in accordance with Cloud Comrade's data privacy policy which may be provided to Customer and updated from time to time and subject always to all applicable data privacy laws and regulations.

9.3 Customer shall indemnify, hold harmless and defend Cloud Comrade and its Affiliates, as well as their respective officers, employees and agents, against all actions, claims, demands, losses, damages, statutory penalties, expenses and cost (including legal costs on an indemnity basis), arising from or in connection with Customer's failure to secure and maintain all rights in the Customer Data and the Personal Data, or failure to comply with any applicable privacy and data protection laws.

9.4 Customer agrees that the Personal Data of certain individuals that Cloud Comrade may disclose to Customer under this Agreement is solely for the purpose of Cloud Comrade's provision and Customer's use of the Services under this Agreement, and that accordingly, Customer may not use such Personal Data for any other purposes. Customer further agrees and undertakes that Customer shall only permit access to the Personal Data to such of Customer's employees, agents and service providers who have a need to know of the Personal Data and Customer shall ensure that each of them is aware of such purposes and shall be prevented and restricted from using such Personal Data for any other purpose.

9.5 Each Party and its Affiliates shall with respect to the Personal Data provided to, obtained, or accessed by it in the course of providing or use of the Services:

- (a) comply with all applicable data protection and data privacy laws in relation to the Personal Data;
- (b) collect, store, use, disclose, correct, transfer or otherwise deal with Personal Data in accordance with all applicable data protection and data privacy laws and as directed by the disclosing party, except to the extent that compliance with such direction would cause the Party to breach any applicable data protection and data privacy law;
- (c) take steps to correct any errors in the Personal Data provided to it as soon as it has been notified of such errors;
- (d) not transfer or export the Personal Data outside of the agreed territories without the prior written consent of the other Party;
- (e) protect such Personal Data by making reasonable security arrangements (including where appropriate, physical, administrative, procedural and technical measures) to prevent (i) unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of the Personal Data or similar risks; and (ii) the loss of any storage medium or device on which Personal Data is stored;
- (f) provide reasonable assistance to the other Party to comply with its obligations under any applicable data protection and privacy law;

(g) ensure that any person to whom Personal Data is disclosed by it under this Agreement is bound by data protection and privacy laws and obligations similar to that set out in this Agreement;

(h) not retain the Personal Data (or any documents or records containing Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of this Agreement;

(i) upon termination or expiry of this Agreement for any reason, when the Personal Data is no longer required, or at the request of the other Party, destroy or deliver to the other Party in such form as may be agreed, any Personal Data which it has collected, used or disclosed in connection with this Agreement, together with all documentation, books, records and evidence of any and all consents or agreements with third parties relating to such Personal Data. Where applicable each Party shall instruct all third parties to whom it has disclosed Personal Data for the purposes of this Agreement to return to the other Party or delete such Personal Data; and

(j) immediately notify the other Party as soon as it becomes aware of a breach of any of its obligations in relation to the Personal Data under this Agreement or under any applicable laws and shall cooperate and render such assistance to the other Party as may be necessary to take preventive steps and/or provide notifications to third parties and regulatory authorities.

9.6 Notwithstanding the foregoing, Customer agrees that Cloud Comrade may, by prior reasonable written notice to Customer, suspend or terminate the provision of a Service without liability to Customer if (i) Cloud Comrade is not able to comply with or has not complied with this Clause 9 or any applicable data protection law governing the Personal Data of the Customer; (ii) Cloud Comrade receives any inquiry or request or investigation from any government or regulatory agency or third party in relation to the Personal Data. In such cases, Cloud Comrade will take reasonable and appropriate steps to remedy any non-compliance, cease further processing of the Personal Data and, with regards to sub-clause (ii) notify Customer of such action to the extent that Customer is required to answer such inquiry, request or investigation.

9.7 In the course of Cloud Comrade's provision of Services to Customer, Cloud Comrade and its Affiliates may also collect data concerning Customer's characteristics and activities relating to Customer's access, use and receipt of the Services ("**Customer Usage Data**"), and Customer agrees that Cloud Comrade and its Affiliates shall have the right to collect, use, copy, store, transmit, export, modify and create derivative works of the Customer Data and Customer Usage Data to the extent necessary to provide the Services and related services to Customer, as well as to improve, optimize and/or develop Cloud Comrade's and its Affiliates' services.

10. Ownership of Intellectual Property

Nothing in the Agreement shall operate to transfer ownership of Works, nor any Intellectual property Rights, belonging or licensed to any Party prior to the date on which the Agreement is first entered into or which are outside the scope of the Agreement. Any Intellectual Property Rights in Works developed by Cloud Comrade and its Sub-Contractors during the performance of the Service(s) shall belong to Cloud Comrade or its Sub-Contractors unless otherwise agreed in writing by the Parties. Customer shall not use any Intellectual Property Rights belonging to Cloud Comrade unless it has obtained Cloud Comrade's prior written consent.

11. Force Majeure

Neither Party shall be deemed to be in breach of the Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to an event or circumstance beyond the reasonable control of such Party that adversely affects the performance of such Party of any of its obligations under the Agreement, including but not limited to any acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, natural disaster, epidemic, failure of the power grid or any part thereof, failure of the Internet, cyber-attacks, war, riot, insurrection, strikes or other organised labour action, terrorism, acts or omission of a service provider, or any other events of a magnitude or type for which precautions are not generally taken in the industry.

12. Assignment and Other Dealings

Neither Party shall without the prior written consent of the other Party assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement, provided that Cloud Comrade may, by giving seven (7) days' prior written notice, effect any assignment and/or transfer to an Affiliate, provided that the Affiliate has been legally bound to comply with the terms and conditions of the Agreement.

13. Waiver

No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. No Partnership or Agency

Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorize any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

15. Entire Agreement

The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

16. Severance

16.1 If any provision of the Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

16.2 If any provision of the Agreement is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. Notices

17.1 All notices required or permitted by the Agreement shall be in writing and in the English language and shall be sent to the recipient by hand, by courier, by registered post or by email at the addresses set out in the relevant Order (or such other address as notified by the intended recipient by notice given in accordance with this clause). When sending a notice to Cloud Comrade, Customer shall also send a copy to the Legal Department at generalcounsel@sttelemediacloud.com.

17.2 Notices shall be deemed to have been duly given and received (a) if delivered by hand or sent by courier, notice will be deemed given on the date of receipt; (b) if sent by registered post to an address in the same country, on the second (2nd) business day after posting; or if sent to an address not in the same country, on the fifth (5th) business day after posting; (c) or if sent by email, one (1) hour after the email is sent (unless a return email is received by the sender within that period stating that the addressee's email address is wrong or that the message cannot be delivered).

18. Counterparts

An Order may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19. Right of Third Parties

Cloud Comrade shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under the Agreement through any of its Affiliates or related companies. No person who is not a Party to the Agreement (whether or not such person is named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified in the Agreement) shall have any right (including but not limited to any right under the Contracts (Rights of Third Parties) Act 2001 to enforce the Agreement or to enjoy the benefit of any term of the Agreement.

20. Governing Law and Dispute Resolution

20.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Singapore.

20.2 Without prejudice to Clause 5.7, the Parties hereby agree that all disputes, controversies or differences arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination ("**Dispute**") shall be resolved in accordance with the following procedure:

(a) Either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. Upon service of the Dispute Notice, both Parties' Point of Contact shall first attempt in good faith to resolve the Dispute. If the Parties' Point of Contract are unable to resolve the Dispute within 21 days of the Dispute Notice, the Dispute shall be referred to a manager at the next level of seniority of each respective Party, up to and including their respective Chief Executive Officers ("**Senior Representatives**").

(b) If the Senior Representatives are for any reason unable to resolve the Dispute within 60 days (or any other duration as agreed between the Parties) of it being referred to them, the Parties agree that the Dispute shall be referred to mediation in Singapore in accordance with the Mediation Rules of the Singapore International Mediation Centre for the time being in force.

(c) If the Parties are unable to resolve the Dispute via mediation in accordance with sub-clause (b) above, the Parties agree that the Dispute shall be referred to and finally resolved by arbitration seated in Singapore in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed incorporated by reference into this clause. The tribunal shall consist of one arbitrator and the language of the arbitration shall be English.

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