

Advance IT Solutions Pte Ltd

Terms and Conditions

1. Definitions

In this Agreement, unless the contrary intention appears:

Agreement means the agreement for the provision of the Services between Advance IT and the Client, which is governed by the Terms and Condition therein.

Charges means the total charge payable by the Client to Advance IT as set out in the invoices rendered by Advance IT to the Client, for the Services and/or Equipment ordered by the Customer from time to time.

Contract means the contract enter between Advance IT and Customer.

Confidential Information means all information exchanged between Advance IT and the Client, pursuant to this Agreement or in the course of the provision of the Services, but excluding information that:

- (a) is in the public domain or;
- (b) lawfully enters into the public domain other than by breach of this Agreement.

Customer means the party named in the contract accepted by Advance IT.

Customer Equipment means all equipment (including software), other than Equipment, that is not purchased via and managed by ADVANCE IT.

Advance IT means Advance IT Solutions Pte Ltd

Early Termination Charge means the amount payable by the Customer due to its requested or caused termination – due to its act or omission – of this Agreement, prior to the end of the Term. This charge shall comprise the remaining Term charges that would have been paid by the Customer had this early termination not occurred.

Force Majeure means any event or thing outside Advance IT's reasonable control, which directly or indirectly causes Advance IT becoming unable in whole or in part to perform its obligations under this Agreement, and includes but is not limited to:

- acts of God or the public enemy, national emergencies, asteroids or other space calamity (including but not limited to meteorological or astronomical disturbances), use of atomic weapons or nuclear fusion or fission, radioactive contamination, insurrection, riot, hostile or warlike action in peace or war, sabotage, receive earth station outage, earthquakes, tidal waves, hurricanes, snowstorms, rain fade, fires, floods, or electromagnetic radiation from the sun;
- strikes, lockouts, labor disputes, work stoppages, embargoes or any other labor difficulties;
- action or inaction by a government entity or agency; or
- the unrelated action or inaction of a third party which is beyond Advance IT's reasonable control, which causes a delay or ultimately a failure to perform Advance IT's obligations under this Agreement.

Money Owed means all payments the Customer is responsible for making to Advance IT, now or in the future, conditionally or contingently, alone or with any other person, and for any reason, including (but not limited to) any one or more of the following occurrences:

- the price of any goods supplied under a contract of sale with Advance IT;
- the Early Termination Charge;

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- all Charges incurred by the Customer (but not yet invoiced) up to and including the termination date;
- all costs or losses Advance IT incurs, including any legal and other costs or losses incurred if Advance IT exercises its legal rights (including its rights on default);
- all costs or losses Advance IT incurs, including any legal and other costs or losses incurred if Advance IT is required to comply with any applicable law in relation to the Customer's use of the Services;
- all costs Advance IT incurs in recovering Money Owed including under a guarantee, indemnity, charge or other security and;
- all interest charges incurred by the Customer under this Agreement.

Service and **Services** means the service or services provided by Advance IT to the Customer subject to the Terms and Conditions.

Service Equipment means, including but not limited to, all equipment, systems, cabling, software, and other facilities or property (for example, Advance IT manuals) provided by Advance IT to the Customer for the Service.

Term means the period specified in the contract during which Advance IT agrees to provide the Services.

2. Charges

- 2.1 The Customer shall pay all Charges in full without any deduction or set-off whatsoever within 14 days from the date of invoice or such other time period as specified by Advance IT from time to time.
- 2.2 The fees for the Service will be invoiced monthly in advance, unless otherwise agreed. All payments shall be made in Singapore Dollars and shall be payable at or within such time stated in the invoice. The said invoice will reflect the relevant fees, rates and other charges that have been disclosed to you, subject to the terms of this Agreement.
- 2.3 If payment is not received in full by the due date, the Customer shall be liable to pay interest on overdue Charges at the rate of 5% per annum. Interest shall accrue daily on all outstanding amounts including accrued default interest from the due date until Advance IT receives payment in full notwithstanding termination of this Agreement.

3. Liability

- 3.1 Advance IT is not liable for any unauthorized access to the Customer's data even where the access occurs as a result of a fault in equipment or software owned, operated or supplied by Advance IT.
- 3.2 Advance IT shall not be liable for the corruption, loss or erasure of any data stored or conveyed by the Customer on the Equipment owned, operated or supplied, including any Web related Service, provided by Advance IT. The Customer is responsible for protection of any such data and must backup all such data on a regular basis.
- 3.3 Advance IT shall not be liable for Equipment's damages caused by Customer mishandling, unauthorized changes of configuration or setup of affected Equipment's.

4. Suspension and Termination

- 4.1 The Term of a Service is set out in the contract and commences on the Period of contract, with a minimum term of 12 months.
- 4.2 Advance IT may without prejudice to any right it might have to terminate the Agreement, suspend a Service if it considers in its absolute discretion that the Customer has breached any of its obligations under this Agreement and has failed and/or neglected to remedy the same within three (3) days of receipt of Advance IT's notice of such

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breach. This suspension will not constitute a breach by Advance IT of this Agreement and Advance IT will not be liable to the Customer or any third party for any loss or damage occasioned by this suspension. The Customer will remain liable for all its obligations under this Agreement during this suspension and for Advance IT's direct reasonable costs incurred due to the suspension.

- 4.3 Advance IT may immediately suspend, terminate the Service or any part of the Service without notice and without liability to the Customer or any other person in the following circumstances:
- 4.3.1 at the direction or request of any authorized entity, including (without limitation) a law enforcement, government, semi- government, statutory or administrative body or competent regulatory authority or;
 - 4.3.2 to protect Advance IT from actual, threatened or potential legal liability;
- 4.4 The Customer may terminate a Service after the expiry of the Term, by giving 30 days written notice to Advance IT.
- 4.5 If the Customer requests termination due to its act or omission or causes or entitles termination of a Service (or Agreement) by Advance IT before the expiry of a Term, the Customer shall pay Advance IT the Early Termination Charge.
- 4.6 Advance IT may terminate this Agreement immediately forthwith if:
- 4.6.1 the Customer, in the case of a corporation, is insolvent or takes any corporate action or other steps are taken or legal proceedings are commenced for its winding up, liquidation or dissolution (other than for the purposes of solvent reconstruction) or for the appointment of a receiver, receiver and manager, official manager, liquidator, provisional liquidator, trustee, administrator or similar officer of it or of any or all its assets and undertakings, or in the case of an individual, dies or is declared a bankrupt;
 - 4.6.2 the Customer ceases or threatens to cease carrying on business; or
 - 4.6.3 the Customer engages in any conduct prejudicial to the reputation of Advance IT and does not cease to do so after receiving not less than three (3) business days' notice of such conduct from Advance IT.
- 4.7 Upon termination of this Agreement, the Customer shall immediately cease using the Service and pay Advance IT all Money Owed and unpaid at the termination date and any interest on Money Owed. The Customer is not relieved of this obligation if at termination it fails to pay all Money Owed calculated in accordance with Clause 2.2.
- 4.8 Upon termination of this Agreement, Advance IT shall be entitled to enter the Customer's premise to recover any Service Equipment. Should Advance IT be unable to exercise this right due to an act or omission of the Customer, the Customer will become liable for the as new replacement cost of the Service Equipment (forming part of Money Owed) on its premises.
- 4.9 If in Advance IT's reasonable opinion the Service Equipment referred to in clause 4.7 be recovered in a condition materially inferior to that condition it was initially installed at the Customer's premise, save for reasonable wear and tear, the Customer will be liable for the as new replacement cost of this Service Equipment (forming part of Money Owed).
- 5. Release and Indemnity**
- 5.1 Advance IT makes no warranties of any kind, express, implied or statutory, concerning data, information or other content. The Customer is solely responsible for all data (including images, text, sound, programs and computer viruses) accessed as a result of using the Services.

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5.2 The Customer agrees to release, indemnify and hold Advance IT (including its directors, employees, contractors, agents) and its associated companies (including their respective directors, employees, contractors, and agents) harmless from and against all actions, claims and demands which may be instituted against Advance IT arising out of or in connection with:

5.2.1 a claim for patent, trademark, copyright or intellectual property right infringement or defamation being made against Advance IT by a third party in connection with the Customer's use of the Services;

5.2.2 a claim for an alleged infringement of any law or regulation or code of practice made against Advance IT by a third party in connection with the Customer's use of the Services;

5.2.3 any breach by the Customer of its warranties or its other obligations in this Agreement.

6. Warranty and Limitation of Liability

6.1 Expressly provided in this Agreement to the extent permitted by law, neither party will have any obligation, duty or liability of any kind (including direct, indirect and consequential losses, financial loss, loss of profits or business, savings, revenue, data or goodwill) in contract, tort, under any statute or at law to the other party arising from or in connection with this Agreement or the Service.

6.2 If any claim arising out of, or in connection with this Agreement which results in Advance IT becoming liable for any loss or damage to the Customer, then Advance IT's liability for loss or damage shall be limited to payment of the sum of total Charges paid to Advance IT by the Customer over a 1 month period.

6.3 Except as expressly provided to the contrary in this Agreement, any condition or warranty, which would otherwise be implied is hereby excluded. Where legislation implies in this Agreement any condition or warranty, and that legislation voids or prohibits provisions in a contract which exclude or modify the operation of that condition or warranty, the condition or warranty is deemed to be included in this Agreement. However, Advance IT's liability for breach of the condition or warranty will be limited, at Advance IT's option, to one of the following:

if the breach relates to goods:

6.3.1 the replacement of the goods or the supply of equivalent goods;

6.3.2 the repair of such goods;

6.3.3 the payment of the cost of replacing the goods or of acquiring equivalent goods or; (iv) the payment of the cost of having the goods repaired; and

if the breach relates to services:

6.3.4 the re-supply of the services or;

6.3.5 the payment of the cost of re-supplying the services.

7. General

7.1 Neither party is liable to the other party as a result of Force Majeure.

7.2 This Agreement shall be governed by and construed in accordance with the laws of Singapore and the parties agree to submit to the exclusive jurisdiction of the courts and tribunals of Singapore.

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7.3 If any term or condition or any part hereof in the Agreement is declared or made invalid, void, illegal or unenforceable for any reason whatsoever by any contract or authority, the other terms and conditions of this

Agreement shall remain as if this Agreement had been executed without the invalid, void, illegal or unenforceable term appearing therein.

7.4 This Agreement is deemed to have been executed at the time the Customer's executed Contract is received by Advance IT.

7.5 Advance IT reserves the right to amend the Terms and Conditions from time to time.

7.6 All notices shall be in writing and shall be sent by hand delivery, post, facsimile or electronic mail to the parties at their addresses in the Contract or to such other address as may be notified from time to time in writing. A notice shall be regarded as having been given:

7.6.1 when delivered, if sent by hand or;

7.6.2 the business day three days following posting, if sent by post or;

7.6.3 the business day following the date of transmission if sent by facsimile or;

7.6.4 the business day following the date of transmission, if sent by electronic mail.

7.7 The Customer agrees that a declaration signed by any officer for the time being of Advance IT shall be conclusive evidence of the following facts in any legal proceedings:

7.7.1 the date and contents of the Contract;

7.7.2 the Services including without limitation the Agreement prices and the amount owed;

7.7.3 monies paid or received by Advance IT on the Customer's account; and

7.7.4 the date of acceptance of the Customer's Contract.

7.8 Subject to sub-clause 7.8.1 each party agrees to strictly maintain the confidentiality of all Confidential Information of the other party disclosed, exchanged or otherwise provided under this Agreement. Neither party may use, copy, or disclose any Confidential Information of the other party except as contemplated by this Agreement.

7.8.1 A party may disclose Confidential Information of the other party if:

7.8.1.1 the disclosure of that Confidential Information is permitted or required by law, including, without limitation, the rules of any stock exchange a party's securities are listed upon;

7.8.1.2 the party whose Confidential Information is to be disclosed consents to the disclosure or;

7.8.1.3 disclosure to a third party is necessary for the performance of a party's obligations under this Agreement, and the third party acknowledges the confidential nature of the Confidential Information and agrees to be bound by the provisions of this clause.

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- 7.8.1.4 Notwithstanding the above, Advance IT may use the Customer's Confidential Information for the purposes of:
- 7.8.1.4.1 planning, provisioning and billing for the Services and/or Service Equipment;
 - 7.8.1.4.2 dealing with any amounts owing by the Customer;
 - 7.8.1.4.3 preventing fraud;
 - 7.8.1.4.4 facilitating interconnection and inter-operability between licensed service providers; or
 - 7.8.1.4.5 providing assistance to law enforcement or government agencies. (d) Advance IT undertakes that it:
 - 7.8.1.4.6 will not use the Confidential Information of the Customer for the development or marketing of Advance IT's goods and services; and
 - 7.8.1.4.7 will not disclose the Confidential Information to any third party or related company unless the Customer consents to such disclosure.

7.9 In this Agreement unless the context otherwise requires:

- 7.9.1 a reference to this Agreement includes a reference to the Contract, the General Terms and Conditions and any Customer Service Agreement and includes any variation to these documents made from time to time;
- 7.9.2 a reference to a request or nomination by the Customer means a selection or nomination made by the Customer in the Contract or to a request in writing communicated to Advance IT;
- 7.9.3 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it or replacements of any of them occurring at any time;
- 7.9.4 the singular includes the plural and vice versa;
- 7.9.5 a reference to a person includes a reference to the person's executors, administrators, successors and assigns;
- 7.9.6 reference to a person includes a firm, body corporate, (unincorporated or incorporated) association, or government agency or authority; and
- 7.9.7 headings are used for convenience only and do not affect the interpretation of this Agreement.