

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

BUSINESS RESUMPTION WORK AREA SERVICES

These are our Service Specific Terms & Conditions for Business Resumption Work Area Services, and together with any other terms and conditions that you and we have agreed or accepted from time to time, they form the Agreement between you and StarHub.

1. Duration of Services

- 1.1 This Agreement commences on the date of provisioning of the Services (the "**Effective Date**") and continues for the Minimum Period of Service (the "**Term**").
- 1.2 Subject to paragraph 13.5.3 of the Business General Terms & Conditions, (i) this Agreement commences on the date (the "**Commencement Date**") of provisioning of the Services and continues for the Term unless otherwise terminated in accordance with the terms of this Agreement; or (ii) this Agreement may be renewed on terms to be agreed between the parties in writing. Unless otherwise agreed by us in writing, the Charges for the renewed term will be based on our then prevailing Charges. For the avoidance of doubt, we reserve the right to review and increase our Charges for any such renewed Term subject to prevailing market conditions.
- 1.3 In computing whether or not you have fulfilled the Minimum Period of Service, any period for which the Services are suspended or ceased will not be counted. If the Services are suspended or ceased and subsequently reactivated, the Minimum Period of Service will be automatically extended by such period of suspension or cessation.

2. Business Resumption Work Area Service

- 2.1 In the event of a Disaster and subject to the terms of this Agreement, we agree to provide to you a Work Area under a Dedicated Work Seat Arrangement or a Shared Work Seat Arrangement, together with equipment and devices, as set out in writing and mutually agreed between you and us (collectively, the "**Services**") at the Building for the sole purpose of allowing you to resume normal business operations in response to such Disaster.
- 2.2 Upon the occurrence of a Disaster, you may provide oral or written notice ("**Disaster Initiation**") to us to initiate your request for our Services which shall be subject to your payment of a Disaster Initiation Deposit. As soon as reasonably possible after Disaster Initiation by you, you shall provide to us a Disaster Notification which shall specify the time period when access to the Work Area is required.
- 2.3 The provisioning of the Work Area to you under this Agreement does not vest in you any right, title or proprietary interest in the Work Area and the Building.
- 2.4 The provision of the Services under this Agreement is also conditional on you completing, signing and submitting our application forms and complying with all of our policies and procedures for the Building, Work Area and Services.

3. Charges

- 3.1 You shall pay to us a Subscription Fee, which is due and payable monthly in advance on the first of the month during the term of this Agreement. If the Commencement Date occurs on a date other than the first of the month, then (a) in relation to the first month of our Services, you shall pay an initial payment in an amount equal to one-thirtieth of the monthly Subscription Fee for each day from the Commencement Date (including the Commencement Date) through the last day of the month, and (b) in relation to the last month of our Services where our Services do not end on the last day of that month, you shall pay an amount equal to one-thirtieth of the monthly Charges for each day from the first day of the month through the last day of our Services. The amount of the monthly Subscription Fee shall be as agreed between you and us in writing.

- 3.2 Upon Disaster Initiation by you, we may request from you a Disaster Initiation Deposit equivalent to one (1) month's Subscription Fee. The Disaster Initiation Deposit shall be paid within five (5) working days of our request or submission of the Disaster Notification, whichever is earlier. We may, in our absolute discretion, allow you to make payment of the Disaster Initiation Deposit at a later time, however if you do not make payment of the Disaster Initiation Deposit within the stipulated timeframe required by us, then we shall have the right to suspend our Services to you with immediate effect until we receive full payment of the required Disaster Initiation Deposit.
- 3.3 We require the Disaster Initiation Deposit as a security for the performance of your obligations to us.. This Disaster Initiation Deposit is separate from your payment of our Charges and you may not require us to offset it against your outstanding Charges. However, we may apply some or all of the deposit to offset any outstanding amounts you owe us including payment for Incidentals.
- 3.4 Upon commencement of your usage of the Work Area, you shall pay to us our Daily Usage Fee as agreed between you and us in writing.
- 3.5 If you commence Disaster Initiation even though there were no reasonable grounds for you to believe that a Disaster had taken place, then, regardless of whether we have arranged to grant you access to the Work Area, we shall have the right but not the obligation to require the following:
- 3.5.1 If you have paid to us the Disaster Initiation Deposit, you shall forfeit your right for refund of such Disaster Initiation Deposit; or
- 3.5.2 If you have not yet paid to us the Disaster Initiation Deposit, you shall pay to us a sum equivalent to the Disaster Initiation Deposit.
- 3.6 All other costs ("**Incidentals**") not covered under this agreement incurred by us on your behalf, relating to the use of the Work Area, including but not limited to the cost incurred as a result of use of Supplies provided to you at the Work Area, transportation of personnel and documents, telephone charges, applicable taxes and other expenses incurred by us in any one calendar month will be subject to our prevailing Charges and payable by you during the succeeding calendar month and you shall pay us within thirty (30) days from the date of our invoice for such costs.
- 4. Multiple Disasters – Applicable for Shared Work Seat Arrangement**
- 4.1 This section is applicable if we have agreed to provide the Services to you under a Shared Work Seat Arrangement. In the event of Disaster Initiation by more than one (1) or more Subscribers simultaneously experiencing Disasters at the same time as you, we shall use best efforts to coordinate, arrange for access to and ensure that we have capacity to provide to you the right to and use of the Work Area as we had agreed to provision for you in writing, on the basis that the Subscriber who is the first to notify us by way of Disaster Initiation shall have first priority to use the Work Area. In such event, we shall have no liability to you if, in spite of our best efforts, we are unable to provide you with the full amount of Work Area which we had originally provisioned for you in writing.
- 4.2 A statement or certificate signed by Service Provider as to which Subscriber was the first to notify to Service Provider of a Disaster Initiation shall be final and conclusive and binding on the Customer.
- 4.3 Notwithstanding the other provisions of this paragraph 4, you shall, whether the first or subsequent to any other Subscriber to commence Disaster Initiation, cooperate with us in accommodating such other Subscriber(s) experiencing a Disaster.
- 5. Access for Simulation Tests**
- 5.1 Subject to our approval, we may grant access to the Work Area at the Building to your authorised personnel for conducting Simulation Tests on (i) our Charges in relating to such Simulation Tests, (ii) the terms and conditions in this Agreement and as may be mutually agreed between you and us in writing; and (iii) the condition that you and your authorised personnel shall strictly follow the terms and conditions and any other relevant written directions provided by us from time to time.

5.2 You must not grant a third person any right to access the Work Area at the Building or to which you have been granted access unless our prior written approval has been obtained.

5.3 If we have agreed to provide our Services to you under a Shared Work Seat Arrangement, you acknowledge and agree that your access and use of the Work Area for Simulation Tests is subject to our allocation to you based on our schedule and our determination of priority of use among Subscribers.

6. Your Obligations

6.1 The obligations set out in these Service Specific Terms & Conditions shall be in addition to your obligations set out elsewhere in this Agreement, as the case may be.

6.2 You warrant that:

6.2.1 you shall not install at the Work Area or the Building, any equipment other than Customer Equipment;

6.2.2 you shall not and shall not permit any other party to alter, damage or in any way tamper with the Work Area, the Building or any other equipment located therein;

6.2.3 you shall not do, permit or suffer to be done in the Work Area or the Building anything which may:

6.2.3.1 (i) threaten or be likely to threaten the safety of; (ii) create or be likely to create imminent harm to; (iii) harass; or (iv) abuse (whether verbally or otherwise), our employees, customers or third persons;

6.2.3.2 interfere or be likely to interfere physically, electrically or otherwise with the delivery of telecommunications services supplied or to be supplied by us;

6.2.3.3 jeopardise or be likely to jeopardise the integrity or confidentiality of communications within the Network; or

6.2.3.4 threaten or be likely to threaten the security of the Building;

6.2.4 you shall not do, permit or suffer to be done in the Work Area or the Building, anything which is or may become a nuisance, annoyance, inconvenience or disturbance to us or to any other occupiers of the Building;

6.2.5 you shall keep and maintain the Work Area and take such other action as a reasonably prudent user of an office space;

6.2.6 you shall ensure that any Customer Equipment does not cause heavy power surge, high frequency voltage and current, airborne noise, vibration or any electrical or mechanical interference or disturbance whatsoever which may prevent in any way the service or use of any communication system or affect the operation of any other equipment, installation, machinery, apparatus or plant of ours or other occupiers of the Building and in connection therewith, you agree to allow the Regulatory Authority, us or the Landlord to inspect at all reasonable times the Customer Equipment to determine the source of the interference and thereupon, to take suitable measures at your own costs and expense to eliminate or reduce such interference or disturbance to the satisfaction of the Regulatory Authority, us or the Landlord if it is found that such Customer Equipment is the cause of or contributing cause of the said interference or disturbance; and

6.2.7 if a fault, defect or problem with the Customer Equipment causes or may cause damage to the Work Area or our facilities, you must:

- 6.2.7.1 notify us as soon as possible; and
- 6.2.7.2 repair the fault, defect or problem or take other appropriate corrective action promptly.

6.3 You shall report immediately to us any incident, injury or harm, fatal or otherwise that occurs at the Building. For fatal or serious accident, the accident site shall be left undisturbed to facilitate the relevant authority to investigate on the circumstances leading to the accident. You shall report immediately to the Ministry of Manpower, police and your insurance company (if any) of any fatal accident having occurred at the site. You shall be liable for and shall indemnify and keep us indemnified against all losses, claims, proceedings, damages, liabilities, costs and expenses for injuries or death to any person whomsoever or any loss or damage to any property whatsoever which arise out of or in consequence of any act or omission of your employees and contractors in relation to the Building.

6.4 You certify that all work performed by you for which access has been approved is performed by appropriately qualified, skilled and trained personnel.

7. **Connection with other Equipment**

You acknowledge and agree that nothing in this Agreement permits you to make any physical connection with any equipment or interconnect with any network or part of a network of any other occupier of the Building or any site adjoining the Work Area unless we expressly agree to the connection or interconnection in writing and the terms of such physical connection have been agreed between us in writing, and such terms shall include the manner and costs of such physical connection.

8. **Additional requirements (e.g. replacement, modification, rearrangement or additional equipment)**

If you seek the provision of additional work seats, space and/or additional requirements at the Work Area, you shall submit a written request to us and we may consider that request at our absolute discretion, always subject to the availability of space and resources. There may also be additional terms and conditions imposed for such additional space and/or requirements, including additional Charges.

9. **Landlord**

You acknowledge that your usage and occupation of the Work Area and the facility in relation thereto shall be conditional on the existence of a lease of the Building in our favour ("**Lease**") and subject to the terms and conditions imposed by the Landlord of the Building (the "**Landlords' Terms**"), which are incorporated in this Agreement. You shall not use, permit or suffer the Business Work Area or any part of the Building in relation thereto to be used in breach of the Landlords' Terms. In the event that you are in breach of the Landlord's Terms, and we notify you of such a breach, you shall immediately remedy such breach according to the notice.

10. **Liability and Indemnity**

10.1 This paragraph 10 shall be in addition to the liability and indemnity provisions set out elsewhere in this Agreement.

10.2 We shall not under any circumstances be liable to you or any third party (including your customers, invitees, affiliates, employees or contractors) for any indirect, incidental, punitive, special or consequential loss, cost or damage of any kind including loss of business, profits, revenue, contracts, goodwill, anticipated savings, production or claims by any other parties whether arising out of negligence, breach of statutory duty, breach or non-performance of this Agreement, any act or omission of our employees, agents, or sub-contractors, or otherwise.

10.3 We exclude all statutory and tortious liability incurred by you or any third party (including your customers, invitees, affiliates, employees or contractors) and all liability for any losses, damages, costs,

expenses incurred by you or any third party (including your customers, invitees, affiliates, employees or contractors) arising from or in connection with this Agreement.

- 10.4 To the fullest extent allowed by the law, we do not give any assurances, guarantees, or warranties, either express or implied, in relation to the Services.
- 10.5 In the event of a Planned Outage of equipment provisioned for your use in the Work Area, we shall use best efforts to provide to you reasonable notice of such Planned Outage. Notwithstanding the foregoing, we shall not be liable to you for any loss or damage suffered by you in relation to any interruption of our Services due to any Planned Outage.
- 10.6 You must indemnify and keep us indemnified in full from and against all claims, demands, actions, suits, proceedings, damages, costs, loss and expenses of any nature whatsoever and howsoever that we may suffer or incur arising out of any occurrences in or the use of the Building by you, your customers, affiliates, agent, contractors or invitees or arising out of the breach of the Agreement or the Customer Equipment or any other equipment located in the Work Area, or any loss or damage to the Building caused directly or indirectly by you, your agent, contractors or invitees.

11. **Ending the Services**

- 11.1 At any time, we may terminate this Agreement or the Services without assigning any reason by giving 30 days' written notice to you.
- 11.2 At any time after the Minimum Period of Service, you may terminate this Agreement or the Services by giving us 90 days' written notice.
- 11.3 We may terminate this Agreement at any time with immediate effect by giving notice to you if:
 - 11.3.1 you breach this Agreement and fail to remedy that breach within 30 days after receiving our written notice to do so;
 - 11.3.2 our licence of Building or Lease is terminated, revoked or expired; or
 - 11.3.3 you become insolvent, or cease or become likely to cease business, or a petition for winding up or bankruptcy has been filed, a resolution for voluntary winding up has been passed, or a receiver and manager or judicial manager has been appointed over the whole or substantial part of your assets or property.
- 11.4 Upon expiry or termination of the Services or this Agreement, you must at your own cost and expense (i) vacate the Work Area if you are currently utilising the area; (ii) remove the Customer Equipment if applicable; and (iii) restore the Work Area provisioned to you to its original condition prior to your use within 10 days from the aforesaid expiry or termination. If the Customer Equipment is not removed within 10 days from the date of expiry or termination of the Services or this Agreement, we shall be entitled to turn off the power supply for the Customer Equipment and sell, dispose or remove the Customer Equipment at your own risk and charge you the Charges and all costs associated with such sale, disposal or removal. We shall have no liability to you for any loss or damage that you may suffer as a result, and we may apply the proceeds of sale toward payment of all sums of money due and payable by you and hold any balance thereof to the order of you. You shall indemnify us against any liability incurred by us to any third party whose property shall have been sold by us in the bona fide mistaken belief (which shall be presumed unless the contrary be proven) that such property belonged to you and was liable to be dealt with as such pursuant to this paragraph 11.4
- 11.5 For the avoidance of doubt, if the Services or this Agreement are/is terminated for any reason, any physical access granted shall immediately terminate.
- 11.6 In the event that the early termination of the Services or this Agreement is due to your default, you shall, upon termination, immediately pay us an early termination Charge equivalent to the aggregate of

the monthly recurring Charges for the Services for the remainder of the unfulfilled Minimum Period of Service

- 11.7 If and when you make good any breach or default, we may restore any suspended or terminated Services after you have paid for any reinstallation, restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending or terminating the Services. In addition, we reserve the right to charge you our prevailing reactivation charges for restoring any suspended or terminated Services. Restoration of any Services is subject to our absolute discretion.

12. Other Legal Matters

12.1 Changes to this Agreement

We may from time to time change any of these Terms & Conditions and/or any other applicable terms and conditions for the Services you subscribe for. We may also from time to time withdraw, suspend, or change any of the Services. We will try, where we reasonably can, to give you advance notice of such changes, and we will notify you of such changes in writing or via our website, or such other form as we may decide. The display of the revised terms and conditions on our website will constitute notice of the changes and your continued use of the Services will be taken as acceptance thereof.

12.2 Meanings

This paragraph 12.2 sets out how certain words and phrases are used in this Agreement. Terms used but not defined in these Service Specific Terms & Conditions shall have the respective meanings given to them in the Business General Terms & Conditions.

What these words mean in this Agreement

"Building" refers to the premises in which we agree to provide the Services to you.

"Work Area" means the designated areas in the Building which has been provisioned by us for the purposes of providing the Services to you, and includes work seats provided to you under a Dedicated Work Seat Arrangement or Shared Work Seat Arrangement.

"Customer Equipment" means your equipment or such other equipment permitted by us to be installed or brought in by you at the Work Area in accordance with the terms of this Agreement.

"Daily Usage Fee" means our daily Charges for your usage of the Work Area as mutually agreed between you and us in writing.

"Dedicated Work Seat Arrangement" refers to our Services wherein we agree to provide pre-designated and dedicated work seats to you as a Work Area.

"Delivery Date" means the date on which the installation of the Services has been completed, as evidenced by our confirmation of deployment and/or delivery.

"Disaster" or **"Disasters"** means any unplanned interruption of or inaccessibility to your registered office due to a cause beyond your control, projected to last over a maximum period of twenty-four (24) consecutive hours.

"Disaster Initiation" shall have the meaning set out in paragraph 2.2.

"Disaster Initiation Deposit" means the refundable deposit which you shall pay on each occasion that you declare a Disaster

"Disaster Notification" means the official written notification form as amended by us from time to time which you must deliver to us immediately after Disaster Initiation by facsimile or email, and you shall hand the original form to us upon your arrival at the Work Area.

"Effective Date" shall have the meaning set out in paragraph 1.1.

"Incidentals" shall have the meaning set out in paragraph 3.6

"Landlord" means the owner of the Building.

"Landlords' Terms" shall have the meaning set out in paragraph 9.

"Lease" shall have the meaning set out in paragraph 9.

"Minimum Period of Service" means the period as you and we may have agreed in writing or, in the absence of such agreement in writing, twelve (12) months.

"Planned Outage" means planned downtime on any or all affected computer equipment and network services for the purposes of servicing and/or maintenance, whether on a routine basis or otherwise.

"Services" shall have the meaning set out in paragraph 2.1.

"Shared Work Seat Arrangement" refers to our Services wherein we agree to use best efforts to provide work seats to you as a Work Area on a "first-come, first-served" basis and subject to our discretion to allocate work seats based on our schedule and our determination of priority of use among Subscribers. .

"Simulation Test" means tests conducted by you to simulate your disaster procedures at the Business Work Area in the event of Disaster.

"Subscriber" or **"Subscribers"** means any entity(ies), including other third party entities, who is/are currently under contract with us to provide the same or similar Services under a Shared Work Seat Arrangement.

"Supplies" means any stationery, utilities, media tapes or other consumable items which we provide to you for your use at the Work Area and includes paper, magnetic storage media, water, electricity, gas and sewerage services.

"Term" shall have the meaning set out in paragraph 1.1.