

## GENERAL TERMS AND CONDITIONS FOR CUSG SERVICES

*Capitalised terms have the meaning given in Clause U.*

### A. Contract

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1. These General Terms apply to Services supplied to you. Additional specific terms and conditions (if applicable) that apply to distinct Services are set out in the relevant Service Terms.
2. All Services provided by CUSG to you will be governed by these General Terms. For all Services provided by CUSG, the General Terms, the Order and the Service Terms (if applicable) together form the contract between you and CUSG.
3. You must complete an Order for Services you wish to acquire. CUSG shall advise you in writing as soon as reasonably practicable after receipt of an Order that it:
  - (a) accepts your Order; or
  - (b) rejects your Order, in which circumstances neither Party shall have any rights or obligations in respect of the particular Services; or
  - (c) requires further information or particulars to process the request for Services.
4. At the time CUSG notifies you that it accepts an Order, the Order and applicable Service Terms shall be automatically incorporated into and form, together with the General Terms, an agreement between CUSG and you for the provision of the relevant Services. References in the General Terms to “this agreement” or “the agreement” shall be construed accordingly.
5. In the event of any conflict between the General Terms, the Service Terms and the Order, the following order of precedence will apply to resolve the conflict:
  - (a) (highest) Order;
  - (b) Service Terms (if any);
  - (c) (lowest) General Terms.
6. CUSG may vary the Service Terms:
  - (a) upon seven (7) days’ written notice to you, if such variations are minor (which may include changes in Services description which do not materially adversely affect the functionality or quality of the relevant Services) but does not include a change of Charges; or
  - (b) upon two (2) months’ notice to you in other circumstances.
7. If you wish to vary any Services (such as to increase capacity), you must submit a new Order to CUSG.
8. CUSG may require you to provide an estimate of your Services requirements but such will not be binding upon CUSG.

### B. Term

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1. CUSG shall provide the Services to you for the Term. You shall specify a Minimum Period for the Services in the Order which shall be at least one (1) year from the Service Commencement Date for the relevant Services. Upon conclusion of the Minimum Period the Order will be automatically renewed on annual basis (“**Renewed Term**”) unless prior to the expiry of the Minimum Period or the Renewed Term either Party gives thirty (30) days written notice to the other Party in accordance with Clause T.10 of its intention not to renew the Order. In such event, the Services shall cease upon expiry of the Minimum Period. Termination provisions appear in Clause I.

### C. Implementation, Delivery & Service Test

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1. A requested ready for service date (“**RRFS Date**”) is any tentative date agreed in writing between the Parties for the provision of Services by CUSG. An RRFS Date set forth in an Order or otherwise specified by us is subject to our standard and expedited delivery intervals for the applicable Services from time to time. Although we shall use our reasonable efforts to provide the Services on, or before, the RRFS Date, failure to do so (for any reason) or to meet any other target date will not constitute a breach by us of the agreement for provision of the relevant Services.
2. Prior to any RRFS Date for the Services at any location, you may postpone the RRFS date for that location by giving CUSG prompt written notice to such effect. If the rescheduled RRFS is more than thirty (30) days following the original RRFS Date, CUSG shall have the right to invoice you for any charges or expenses incurred by it as a result of the rescheduling. Such expenses may include local access fees. In any event, you shall not postpone the RRFS date for any location by more than sixty (60) days from the original RRFS date.
3. If the Services involved Local Circuits or Non-CUSG Circuit, you are deemed to have appointed us or our Affiliate as agent to arrange Local Circuits or Non-CUSG Circuit from the requested CUSG POP to your specified location and we shall accordingly enter into Third Party Service Agreement with third party operators. You must cooperate with us in securing arrangements for Local Circuits or Non-CUSG Circuit from third party operators. You will reimburse us for any charges or liability incurred by us (including, without limitation, any cancellation or genuine pre-estimated penalties incurred if all or a portion of the applicable Services is terminated or cancelled) for all or part of any Services supplied by third party operators.
4. CUSG will give you a Service Delivery Confirmation once the Services or any part thereof are Delivered to you with a Service Delivery Date specified therein. You shall conduct Service Test within three (3) Business Days after the Service Delivery Date. You shall sign and return the Service Delivery Confirmation to CUSG immediately upon completion of the Service Test, failing which the Services or any part thereof shall be deemed accepted and the Service Commencement Date of the Services or any part thereof will be the seventh day after the Service Delivery Date unless we receive report from you according to Clause C.5.
5. Any problems related to the Services occurred during the Service Test should be reported to CUSG’s contact person specified in the Service Delivery Confirmation. CUSG will use reasonable effort to solve the problems if such problems are within our control.

### D. Charges & Payment

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1. You must pay the Charges for Services to CUSG in accordance with the Service Terms and this Clause D.
2. Particulars of all Charges will be set forth in the Order Form and/or the Service Terms.
3. Where Charges are on a periodic lump sum basis, they will begin to accrue on the Service Commencement Date and we shall invoice you in advance. For MPLS VPN Services, the Charges will be calculated on a per-site basis and begin to accrue on the Service Commencement Date of each site of Services. Where Charges are on a periodic usage basis, we shall invoice you in arrears. CUSG will issue electronic invoice only and such invoice will be dispatched via e-mail to you. If invoice in any other format is required, you should make such request to CUSG by written notice at least three months in advance and subject to payment of administrative charges. You will pay the invoices in the currency agreed in the Order. You must pay our invoices by the Due Date.
4. You may be required to give us a security deposit and/or your use of the Services may be subject to credit limits. In each case the applicable details will be set forth in the Order.
5. We reserve the right to vary the Charges at any time after expiry of the Minimum Period or Renewed Term to reflect changes in governmental policies, fluctuation in exchange rates or to reflect the changes in the costs we incur in providing the Services to you. In the case of Charges increase we shall give you not less than thirty (30) days’ prior written notice to give effect to such changes prior to the expiry of the Minimum Period or Renewed Term.

6. All Charges are exclusive of any and all applicable Tax (if any). These amounts will be charged separately in the relevant invoice where practicable.
7. You must make each payment to CUSG without any set off (whether in law or in equity) or counterclaim and without deduction or withholding of any Tax.
8. If you are required at any time by Applicable Law to withhold, make a deduction or payment of Tax with respect to amounts that we have invoiced, you must:
  - (a) notify us as soon as you become aware of the obligation;
  - (b) ensure that the withholding, deduction or payment does not exceed the minimum amount required by Applicable Law;
  - (c) pay the full amount of the withholding, deduction or payment by the due date and promptly deliver to us a copy of any receipt, certificate or other proof of payment; and
  - (d) indemnify us against the withholding, deduction or payment by paying us, by the time the relevant invoice is due and payable, such additional amount so that the net amount received by CUSG after such withholding, deduction or payment is equal to the gross amount invoiced and as if the withholding, deduction or payment had not been made.
9. Any Charges that is not paid when due will incur Interest from the Due Date until payment in full of the principal sum and any unpaid Interest.
10. You acknowledge that records generated by us, our Affiliates and/or agents in respect of Services provided or concerning any interconnected network shall be *prima facie* evidence of the matters to which those records relate absent fraud or manifest error.
11. For any billing and payment enquiry, please contact our billing contact stated in the Order Form.

#### **E. Payment Dispute Resolution**

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1. You must notify our billing contact stated in the Order Form in writing if there is any dispute to an invoice before the Due Date by specifying:
  - (a) the invoice in dispute;
  - (b) the amount of Charges which are the subject of the dispute; and
  - (c) the grounds of the dispute and the facts on which you rely.
 If you fail to dispute the invoice prior to its Due Date, such invoice shall be deemed accepted by you.
2. Where the disputed amount is less than 5% of an invoice, you must pay the invoice in full. Where the disputed amount is equal to, or more than, 5%, you must pay the undisputed amount in full. In the event of withholding an amount as permitted by Clause D, the Parties must negotiate in good faith to resolve the dispute as soon as practicable.
3. If a dispute concerning an invoice is not resolved within forty-five (45) days of the date of notification of the dispute either Party may by written notice to the other refer the matter to an expert agreed between the Parties or, failing agreement within fourteen (14) days of the written notice, as appointed by the President of the Institute of Singapore Chartered Accountants (ISCA) ("**Expert**"). The Parties shall assist the Expert as he reasonably requires.
4. The Expert must give a written decision in relation to the disputed invoice within sixty (60) days of his appointment. On resolution of the dispute concerning an invoice (whether by agreement or by expert determination):
  - (a) if the disputed amount or part of it is agreed or determined to be owing to CUSG, that amount shall become immediately payable, together with Interest from the Due Date of the original invoice to the date of payment;
  - (b) if the disputed amount of the invoice or part of it is agreed or determined not to be owing to CUSG, a revised invoice shall be issued by CUSG as soon as practicable; or if it is agreed or determined that CUSG issued the relevant invoice for less than the correct amount, CUSG shall issue a further invoice for that additional amount, which shall be due and payable by the Due Date of that invoice.
5. The Expert's costs, the administrative expenses and costs of the ISCA and CUSG's reasonable costs of participating in the Expert determination shall be payable:
  - (a) if the disputed amount is determined to be payable in full, by the Customer;
  - (b) if none of the disputed amount is determined to be payable, by CUSG; and
  - (c) if the disputed amount is determined to be payable in part by the Customer, proportionally by the Customer and CUSG.
6. Where an invoice is accepted (whether deemed or otherwise), then the amount due may be sued upon in any court of competent jurisdiction.

#### **F. Modification and Maintenance**

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1. CUSG may modify the network or technical specifications applicable to any Services so long as such modifications do not result in any significant changes to the features and functionalities of the Services at the time you contracted for it.
2. We may in our sole discretion wholly or partially suspend any Services in connection with network or equipment modification, preventive or emergency maintenance, or as may be required by Applicable Law. For any maintenance scheduled beforehand and undertaken by us, we shall, to the extent reasonably practicable, give you advance notice of such scheduled maintenance and suspension of Services. For unscheduled or emergency maintenance, we shall give you as much prior notice as is reasonably practicable. The notice given under this Clause F.2 will provide such details as are available concerning the maintenance and duration of suspension. To the extent commercially possible, we shall discuss the scheduled maintenance with you in advance and we would intend implementing the suspension with a view to minimising the impact on you and your users.
3. We use our best endeavours to provide a coordinated, single point of contact maintenance function for Customers on a 24/7 basis. You should contact our technical contact stated in the Order Form if required.

#### **G. Customer Responsibilities**

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1. In addition to your other obligations under the agreement you shall:
  - (a) procure us and our subcontractors and agents access to the premises and points of contact at all Circuit Location Address;
  - (b) provide us with all such additional documentation, such as letters of agency as may be necessary for us to procure local access for you in connection with the Services;
  - (c) assume all responsibilities for all local access arrangements procured by us in connection with the Services;
  - (d) upgrade Customer Equipment as necessary to support the Services and provide environmentally suitable equipment rooms that comply with Applicable Law and other requirements as may be applicable to the relevant equipment or otherwise reasonably specified by CUSG; and
  - (e) participate in any testing procedures and provide services of accompaniment as well as a secure and safe environment for any of our personnel or our subcontractors while they are on your premises for the purposes of installation, testing or maintenance.
2. To the extent that we have agreed to provide any network terminating or other CUSG Equipment in connection with the Services, you:
  - (a) acknowledge that title to any CUSG Equipment placed by CUSG or a subcontractor on your premises in connection with a Services remains with us or such subcontractor;
  - (b) are responsible for CUSG Equipment and must not move, add to, modify or in any way interfere with CUSG Equipment, nor allow anyone else (other than those authorised by CUSG in writing) to do so. You will be liable for any loss of or damage caused to CUSG Equipment, except where the loss or damage is due to fair wear and tear or is caused by us or anyone acting on our behalf;
  - (c) are responsible for preparing the location for installation, including providing adequate space, heating and cooling and electrical power;

- (d) shall provide us or our agents with reasonable access to the location for installation and maintenance;
  - (e) use reasonable care in protecting the CUSG Equipment from damage or loss and repair or replace any CUSG Equipment that is damaged or lost due to theft, negligence, intentional acts, unauthorised acts or other causes that are within your reasonable control;
  - (f) upon termination of the Services or the agreement for any reason, shall make available all CUSG Equipment for removal or return in the same condition as originally installed (ordinary wear and tear excepted) or pay a mutually negotiated restoration or retention fee; and
  - (g) hold us harmless for any interruption of or inability to use the Services where such event is caused by your failure to comply with any of the foregoing;
3. Unless otherwise agreed in writing, risk in all CUSG Provided Equipment shall pass to you on delivery to you by CUSG in accordance with these General Terms. Title in all CUSG Provided Equipment shall pass to you upon payment in full to CUSG of the price for CUSG Provided Equipment.
  4. You shall:
    - (a) use the Services only for the purposes for which it is designed and provided;
    - (b) possess or obtain and maintain in force all necessary licenses and permits and comply with any laws, directives, regulations and conventions which may be applicable to the possession or use of the Services by you or third parties using it through you;
    - (c) not use the Services or permit third parties using it through you to do so in a manner which:
      - (i) violates the acceptable usages of any networks, equipment or services which are accessed through CUSG's network;
      - (ii) infringes the Intellectual Property Rights of others;
      - (iii) is fraudulent, deceptive, or misleading;
      - (iv) is excessively burdensome or otherwise results in network interruptions of any kind; or
      - (v) involves illegal or unauthorised access, exploitation, interruptions or monitoring.
  5. You agree that:
    - (a) for Service where one end is within China, neither A point nor Z point shall be connected to Internet access service; and
    - (b) we reserve our right to terminate the Service without prior notice if, in our reasonable opinion, your use of the Service: (i) involves illegal or unauthorized activities; or (ii) may violate any applicable law which has jurisdiction over the provision of Service (or any part thereof).
  6. You hold harmless and indemnify us for any failure to comply with your obligations under this Clause G.

## **H. Suspension of Services**

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1. CUSG may, without terminating this agreement and without liability, immediately suspend the whole or any part of the Services provided to you under this agreement until further notice if:
  - (a) you fail to pay any Charges due and payable under this agreement and such Charges remaining outstanding following CUSG giving seven (7) days' prior written notice of suspension to you; or
  - (b) you commit a breach of any material obligation under this agreement and in the case of a remediable breach, fail to remedy such breach after receiving thirty (30) days' written notice to do so; or
  - (c) CUSG is obliged to suspend the whole or any part of a Services in compliance with an order, instruction or request of a government authority, emergency services organization or other competent authority or in connection with any Applicable Law;
  - (d) CUSG considers it necessary to safeguard the integrity and security of our network and/or repair, maintain or enhance the performance of our network or prevent fraud or misuse; or
  - (e) CUSG repairs a fault in our network or in any network equipment as a result of any unplanned outage or for any other reason beyond our reasonable control; or
  - (f) the provision of Services in any applicable jurisdiction is found to violate any Applicable Law or would result in any additional licensing requirements.
2. If CUSG suspends the whole or any part of the Services under Clause H.1(c), (d), (e) or (f), we shall use reasonable endeavours to do so for as short a period as is practicable in the circumstances.
3. Where CUSG suspends the whole or any part of a Services under Clauses H.1(a) or (b), Charges for the relevant Services will continue to accrue during the period of suspension until you cure the breach and pay the reconnection fees as required by CUSG and CUSG reactivates the provision of Services. In any event where CUSG suspends the whole or part of Services pursuant to Clause H, CUSG shall not be precluded from exercising its right to terminate this agreement in respect of that or any other event.

## **I. Termination**

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1. **Termination By CUSG.** CUSG may immediately terminate any Services and/or this agreement, or may cancel the provision of any Services or all Services provided to you without liability by serving prior written notice on you, if:
  - (a) you fail to pay any Charges due and payable and such Charges remaining outstanding following CUSG giving fourteen (14) days' prior written notice of termination to you;
  - (b) you commit a breach of any material obligation under this agreement and in the case of a remediable breach, fail to remedy such breach after receiving thirty (30) days' written notice to do so;
  - (c) any governmental or regulatory authority with competence and/or jurisdiction over CUSG, our Affiliates or agents decides that the provision of such Services under this agreement is contrary to existing laws, rules or regulations or any decision, law or other official governmental order makes the provision of such Services illegitimate; or
  - (d) you are the subject of a winding up order, or become insolvent, or make any arrangement or composition with or assignment for the benefit of your creditors, or if any of your assets are the subject of any form of seizure or distraint, or goes into liquidation, either voluntary (other than for reconstruction or amalgamation) or compulsory or if a receiver or administrator is appointed over your assets (or the equivalent of any such event occurs in the jurisdiction of incorporation or your place of business).
2. In the event of termination of Services and/or this agreement under Clause I.1, you agree that:
  - (a) CUSG may, subject to Applicable Law, enter onto any land or property and attach, distrain, take possession of and/or remove any Customer Equipment, CUSG Equipment and CUSG Provided Equipment located in CUSG's premises in connection with the applicable Services and sell or otherwise dispose of Customer Equipment and CUSG Provided Equipment in full or partial satisfaction of amounts you owe CUSG;
  - (b) CUSG may exercise such other remedies as are available to CUSG or our Affiliates at law or in equity; and
  - (c) you must pay, in addition to all Charges accruing prior to termination of this agreement, the termination charges in accordance with Clause I.5 below.
3. **Termination By Customer.** If CUSG materially breaches this agreement and has not remedied such failure after receiving thirty (30) days' written prior notice to do so, you may terminate the applicable Services. You will not be liable for any Charges in respect of the Services from the time of termination.
4. Save as otherwise specified in this agreement, either Party may terminate any Services:
  - (a) following the end of the Minimum Period, upon thirty (30) days' written notice to the other Party without prejudice to your obligation to pay CUSG all sums due, including outstanding Charges and connection and/or disconnection fees for such Services so terminated;
  - (b) by giving twenty-four (24) hours' prior written notice if any Force Majeure Event occurs in accordance with Clause T.8 in which case neither

Party will incur any liability or penalties other than the obligations to pay any outstanding Charges of the such Services.

5. **Termination Charge.** If early termination of any Services during the Minimum Period is requested by CUSG in accordance with Clause I.1 or by you for reasons other than those set out in Clauses I.3 and I.4, you shall pay the following termination charges to CUSG:
  - (a) all unpaid installation fees, service fees and any other expenses properly accrued up to and including the date of termination;
  - (b) the total amount of service fees for the balance of the Minimum Period of the relevant Services;
  - (c) any amount payable by CUSG under a Third Party Service Agreement; and
  - (d) any Tax payable by the Customer.You acknowledge and agree that the charges payable by you under Clause I.5(b) & (c) is a genuine pre-estimation of the loss and damages that would have been suffered by CUSG.
6. For the avoidance of doubt, termination of one Services will not affect the Parties' rights and obligations with regard to other Services which have not been terminated.

#### **J. Third Party Use**

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Subject to any restriction on resale of the Services stated in the Order Form, You may resell and permit third parties to use the Services, subject to the following conditions: (a) no such resale or third party use will lessen or modify your obligations under this Agreement; (b) use of the Services by third parties must comply with this agreement and all Applicable Law; (c) you must possess or maintain all licenses, permits and other requirements that may be applicable to such resale or third party use. You hereby indemnify, defend and hold harmless CUSG and our Affiliates, employees, agents, partners, subcontractors and suppliers for and from all liabilities and costs (including reasonable legal fees) arising from any and all claims by any third party in connection with the Services (including, without limitation, any claims regarding content transmitted using the Services or violation of data protection legislation), regardless of the form of action, whether in or due to contract, tort, breach of statutory duty, or strict liability. However, you have no obligation to indemnify anyone for liability in respect of personal injury or death.

#### **K. Warranty and Limitation of Liability**

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1. CUSG warrants that we will deliver the Services using reasonable skill and care of a competent telecommunications service provider and will use reasonable efforts to restore the Services in the case of a network failure insofar the same is within our control.
2. To the extent permitted by law, we, our Affiliates and/or agents are not liable to the you for any Loss, except to the extent that CUSG has failed to meet applicable Service Levels, in which case your exclusive remedy in respect of that failure shall be, subject to Clause H, as provided by the relevant Service Levels.
3. A Party's maximum liability in relation to any Services supplied under the agreement or in relation to the performance of any Services supplied under the agreement is limited to the total amounts paid and payable by you to CUSG for the provision of the relevant Services within twelve (12) months preceding the date the cause of action arose (or if twelve (12) months have not been elapsed since the acceptance of the relevant Order by CUSG, the date from the acceptance of the Order by CUSG up to the event or events in question), providing that nothing in this Clause K excludes or restricts:
  - (a) the rights and obligations of the Parties in relation to the Service Levels;
  - (b) the liability of a Party for death or personal injury;
  - (c) the liability of a Party ("**Defaulting Party**") for damage to the property of the other Party or the property of any third party resulting from the Defaulting Party's breach of the agreement or the negligent or unlawful act, omission or default of the Defaulting Party or of any third party under the direct control of the Defaulting Party;
  - (d) the liability of a Party for breach of an obligation of confidentiality under Clause L; or
  - (e) the liability of each Party for infringement of the Intellectual Property Rights of the other Party or any third party in connection with providing the Services.
4. If any Applicable Law implies warranties or conditions or imposes obligations on us, our affiliates or agents which cannot be excluded, restricted or modified, or to only a limited extent, then to the extent to which we, our affiliates or agents are entitled to do so, the liability of us, our Affiliates and agents under the Applicable Law shall be limited:
  - (a) to the supply of services again or the payment of the cost of having the services supplied again, at CUSG's option;
  - (b) to the repair or replacement of property or paying the cost of repair or replacement, at CUSG's option; or
  - (c) to any other remedy prescribed by the Applicable Law, except in relation to our, our affiliates' and agents' liability for: (1) personal injury or death; or (2) breach of an obligation of confidentiality under Clause L.
5. You shall indemnify us, our Affiliates and agents against all claims, other than to the extent that they are the result of a breach of the agreement by CUSG, or the negligent or wrongful act, omission or default of CUSG or of any person within its reasonable control. Nothing in this agreement limits the liability of either Party for death or personal injury.
6. Without limiting the exclusions or limitations contained anywhere in this agreement or liability for death or personal injury, we, our affiliates and agents will in no circumstances be liable to you or any third party or any person claiming through you for any consequential loss, regardless of the form of action, whether in contract, breach of statutory duty, strict liability or tort, including, without limitation, negligence. We, our affiliates and agents will in no circumstances be liable for any damages attributable to any service, product or actions of any third party.

#### **L. Confidentiality**

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1. From the time the Parties entering into the negotiations preceding this Agreement until the expiration of three (3) years following the termination of this agreement, a Party receiving Confidential Information ("**Recipient**") must keep confidential and not disclose without the disclosing Party's consent the Confidential Information and will use at least the same level of care with respect to the Confidential Information as the Recipient employs with respect to its own confidential or proprietary information. For purposes of maintaining the confidentiality of this agreement, both Parties are the Recipients of the Confidential Information contained in this agreement.
2. Notwithstanding the above, Confidential Information will not be deemed confidential and the Recipient will have no obligation with respect to any Confidential Information which:
  - (a) is already known to the Recipient not due to a breach of confidentiality of which the Recipient is aware;
  - (b) is or becomes publicly known through no negligent or wrongful act of the Recipient;
  - (c) is received by the Recipient from another source without similar restriction and without breach of this agreement; or
  - (d) is furnished to a third party by the disclosing Party without similar restrictions on the third party's rights.
3. If the Recipient receives lawful process requesting or requiring it to disclose any Confidential Information, the Recipient will promptly notify the disclosing Party in order that the disclosing Party may seek an appropriate protective order, or consent to the release of the Information.

#### **M. Customer Information**

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1. CUSG will request Customer Information from you for the provision of the Service. You may decline to provide such information but CUSG reserves the right to decline the provision of the Service to you.

2. You agree and understand that CUSG may use the Customer Information for:
  - (a) the provision of the Services to you including the transfer of such Customer Information to other telecommunications network providers or third parties as necessary for the provision of the Service to you and/or transfer of such Customer Information to Affiliates and partners as necessary for the provision of any service by such Affiliates or partners;
  - (b) marketing of goods and/or services provided by us, our agents, Affiliates, partners or subsidiaries, in relation to the Service or the services provided by our Affiliates and agents;
  - (c) analysing, authenticating and checking your credit, payment and/or status in relation to the provision of the Service;
  - (d) processing any payment instructions, direct debit facilities and/or credit facilities in relation to the provision of a Service or requested by you; and
  - (e) enabling the daily operation of your accounts with CUSG or our Affiliates and/or the collection of amounts outstanding from you (which may include disclosing Customer Information to debt collection agents) in relation to the Services or any products or services provided by our Affiliates;
  - (f) disclosure as required by law or government authority for the purpose of prevention or detection of crime; and
  - (g) any other purposes as may be agreed by the Parties.
3. You shall notify us of any changes of Customer Information which may affect the provision of the Service to you. Upon request, you shall provide us with information reasonably required by us relating to you and your use of Services to:
  - (a) assist us in complying with our obligations under any Applicable Law;
  - (b) report to any government agency regarding compliance with those obligations; or
  - (c) assess whether you have complied, are complying and will be able to comply with all of your obligations under this agreement.
4. Customer agrees that the Customer Information may be disclosed and transferred to CUSG's Affiliates, agents, contractors, telecommunications operators, any other third parties (including, collection agencies, credit reference agencies, security agencies, credit providers or other financial institutions and any of CUSG's actual or proposed assignees or transferees) for such person to use, disclose, hold, process, retain or transfer such Customer Information for the purposes listed in clause M.2.

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#### **N. Anti-Money Laundering Requirements**

Customer shall comply with all Applicable Laws on anti-money laundering, counter-terrorism financing, counter-proliferation financing, and sanctions (together "AML"). Customer shall fully cooperate with CUSG's reasonable due diligence (on site or in writing) of Customer's identity, its beneficial ownership, and AML policies and procedures, which includes but is not limited to its sanctions and politically exposed person review and suspicious transactions monitoring and reporting procedures. CUSG reserves the right to retain copies of identification evidence and supporting documentation obtained in relation to Customer. In accordance with its AML, anti-fraud, and other compliance and security policies and procedures, CUSG may place any approval process for Customer's transaction on hold, or impose reasonable limitations and controls on Customer's ability to utilize the Services. Such limitations may include but are not limited to rejecting payments, or suspending/restricting any Service. CUSG may, for the purposes of complying with relevant suspicious transaction reporting and tipping-off requirements under Applicable Law, report suspicious transactions to the relevant authorities without informing Customer.

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#### **O. Ethical and Environmental Compliance**

Customer undertakes to comply with, and to require its sub-contractors and any person under its control to comply with, all applicable national, regional and international rules relating to ethical and responsible behaviors, including, but not limited to, those dealing with human rights, environmental protection, resource sustainability, sustainable development, bribery and corruption.

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#### **P. Data Privacy**

Customer shall be solely responsible, where applicable, for providing any necessary notifications and/or obtaining any necessary consents required for the collection, use, disclosure and transfer of Personal Information. Each Party will use all commercially reasonable endeavours to ensure that the Personal Information is protected against unauthorized or accidental access, processing, erasure, loss or use and will promptly notify the other Party of any unauthorized or accidental access, processing, erasure, loss or use of the Personal Information. Customer shall ensure that CUSG may transfer data acquired in connection with its provision of any Service, including Personal Information, to any of its Affiliates that have been delegated any of its obligations under the agreement.

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#### **Q. Export Control**

1. Customer shall comply with applicable national export control laws and regulations as well as United Nations' Security Council resolutions and international regimes (for the purposes of this Export Control Clause, collectively "LAWS") to which all hardware, software and components therein supplied by CUSG under the agreement (for the purposes of this Export Control Clause, collectively "ITEMS") are subject.
2. Customer shall, at its own cost, obtain all required authorizations, permits, or licenses, and be registered with the relevant national agencies, to the extent required by such LAWS. Customer shall maintain an effective internal compliance program to ensure compliance with applicable LAWS.
3. All ITEMS are intended for civilian use only. Customer assures that it and its Affiliates will not directly or indirectly import, export, re-export, transfer, transmit, broker, or release the ITEMS to any military end-users or for any military end-use.
4. Customer also certifies that none of the ITEMS will be sold, re-sold, or otherwise transferred, or made available to any Party, by it and its Affiliates directly or indirectly, for end use prohibited or restricted by applicable LAWS, such as use of nuclear, biological or chemical weapons or missiles or weapons of mass destruction or use of supporting terrorism.
5. When deemed necessary, CUSG may audit the Customer's practices in complying with this Export Control Clause. Customer agrees to provide transaction records, supporting documents and information regarding export control compliance, and agrees to cooperate with CUSG for possible audits. Customer should also ensure recordkeeping requirements in line with applicable LAWS to fulfil requirement of any audit by CUSG.

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#### **R. Fraud**

It is in the Parties' mutual interest to prevent any kind of fraud, abuse, misuse or damage of data that involves the Parties' respective network or services. The Parties shall therefore inform each other on the occurrence of such event in due course, exchange all necessary and relevant data, including but not limited to customer information, and jointly discuss and work out measures either to prevent or eliminate such fraud, abuse, misuse or damage; PROVIDED THAT no Party shall transfer information to the other Party to the extent that a Party is prohibited from doing so by Applicable Law.

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#### **S. Security Requirements**

1. Each Party shall ensure that the Services provided by it hereunder will comply with the security requirements as defined in this clause and Applicable Law.
2. Each Party shall ensure that any Confidential Information disclosed under the agreement will be treated by its staff, contractors and third parties acting on its behalf in accordance with the provisions of Clause L of these General Terms.
3. Each Party will use all reasonable efforts to identify vulnerabilities, threats or risks linked to the Services provided by it hereunder at any time during the term of the agreement. Each Party shall advise the other Party in case of security related flaws.
4. The Parties shall advise each other immediately on becoming aware of any security breach, potential security breach or any suspected misuse that may affect the Services hereunder.
5. The Parties shall collaborate in order to eliminate any kind of security incident.

## **T. General Terms**

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1. **Publicity and Advertising.** Neither Party may publish or use any advertising, sales promotions, press releases or other publicity which use the other Party's name, logo, trademarks or service marks without the prior written approval of the other Party, provided that CUSG may list you as a user of the Services in our advertising and sales promotion materials.
2. **Governing Law.** These General Terms and the agreement created by it is governed by the laws of Singapore. Subject to Clause E, each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of Singapore.
3. **Title.** Nothing in this Agreement is intended to or will create or vest in you any right, title or interest in any Services, its configuration or the underlying equipment and assets used to provide it.
4. **Severability.** If a court of competent jurisdiction holds any provision of this agreement to be invalid or unenforceable, the relevant provision will be deemed severed from this agreement, and the remaining provisions will remain in full force and effect and the Parties will promptly negotiate in good faith a replacement provision, if necessary.
5. **Assignment and Subcontracting.** Subject to Clause J, this agreement may not be assigned or transferred by either Party unless the other Party gives its prior written consent. However, notwithstanding the foregoing, we may: (a) freely assign or transfer this agreement to any of our Affiliates, partners or agents; (b) freely assign our right to receive payments for the Services; and (c) subcontract any Services or a portion thereof provided that we will remain liable for the performance of any of our subcontractors. Any purported assignment that is inconsistent with this Clause will be void. The Parties agree that they will execute all documents and do all such acts reasonably necessary to give effect to this Clause T.5.
6. **Independent Contractors.** Under these General Terms, both Parties are independent contractors which maintain complete control over their own personnel and operations. Except as expressly set forth in Clauses C.3 and G.1(b), above, neither Party will become a partner, agent, fiduciary or legal representative of the other.
7. **No Third Party Beneficiaries.** This Agreement is not intended to be for the benefit of any third party, is not enforceable by any third party, and does not confer upon any third party any remedy, claim or rights.
8. **Force Majeure.** Neither you nor CUSG may be held responsible for any delay or failure in performance of any part of this agreement if and to the extent that it is caused by any event out of your or CUSG's reasonable control, including without limitation any flood, fire, lightning, earthquake, storm, explosion, meteor, accident, embargo, blockade, strikes, riot, civil disorder, insurrection, mob violence, any kind of war or war-like conditions, act of terrorism or of public enemy, epidemic, pandemic, quarantine, inability to procure materials or transportation facilities, national or regional emergency, power outage, labour dispute or shortage, act or failure to act of any government authority, change in laws and regulations, act of God, or any other events or circumstances beyond the reasonable control of the concerned Party ("**Force Majeure Event**"). However no Force Majeure Events or circumstances will excuse you from your obligation to make any payments that are owed to us for Services delivered before the Force Majeure Event or that accrue due to your continued use of the Services thereafter. A Party who intends to invoke the exemption under the Force Majeure Event must give the other Party reasonable written notice of any Force Majeure Event setting out the anticipated impact upon its obligation under this agreement. If any Force Majeure Event affecting a Party lasts for more than 3 months, either Party may terminate the affected the Services upon twenty-four (24) hours prior written notice to the other Party. Neither Party will incur any liability or penalties other than the obligations to pay any outstanding Charges in the event a Services is terminated due to the Force Majeure Event.
9. **Regulatory Changes.** The Services may be subject to laws and regulations in one or more jurisdictions. If the provision of Services in any applicable jurisdiction is found to violate any Applicable Law or would result in any additional licensing requirements, CUSG may cancel or suspend such Services upon reasonable prior notice to you. You must pay any Charges for such Services prior to its cancellation or suspension, but will not be liable for any other amounts. CUSG will make commercially reasonable efforts to restore the Services, or to provide a functionally equivalent Services that is permitted under the Applicable Law of the relevant jurisdiction. CUSG will seek to agree with you pricing terms for a functionally equivalent substitute Services. We shall not be liable for any damages or costs incurred by any person due to changes to Applicable Law for the Services.
10. **Notices.** All notices required or permitted under this agreement must be made in writing or via email and will be treated as having been received by the intended recipient: (a) upon delivery in person to the recipient; or (b) three (3) Business Days following delivery with payment to a courier service; or (c) if sent by facsimile or by email upon receipt being confirmed by the sender's equipment (or if none then the next Business Day after dispatch). Unless otherwise provided herein, all notices required or permitted under this agreement must be sent: (i) if addressed to Customer, to the contact person stated in the Order Form; and (ii) if addressed to CUSG, to either our billing or commercial contact (whichever appropriate). Either Party may change their address for notices as shown on the Order by giving not less than seven (7) days' prior written notice to the other Party.
11. **Survivability.** Any provision of these General Terms which by its context is intended to apply after termination will survive termination.
12. **Waiver.** The waiver by either Party of any breach of the agreement created by these General Terms by the other Party in a particular instance will not operate as a waiver of any subsequent breaches of a same or different kind. The failure of either Party to exercise any rights in a particular instance will not operate as a waiver of the Party's right to exercise the same or different rights in any subsequent instance.
13. **English Language.** These General Terms are in the English Language which language will be controlling in all respects. No translation into any other language will be of any force or effect in the interpretation of these General Terms.
14. **Set Off.** CUSG may in our sole discretion set off any amounts CUSG owes you against any amounts owed by you to us.
15. **Electronic signature.** These General Terms shall enter into force upon both Parties have signed and affixed a company seal in electronic or physical form. Both Parties agree and acknowledge that the soft and/or scanned copy of either party's signed and sealed version of the General Terms shall have the same force and legal effect as the original. Each Party agrees that the electronic signature(s) of any of the Parties included in the General Terms are intended to authenticate the General Terms and shall have the same force and legal effect as handwritten or wet-ink signatures on the General Terms.

## **U. Definitions**

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1. In these General Terms, the following words have the following meanings:  
**Affiliate** means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with such entity, including an entity with 50% or more equity or more in an entity.

**Applicable Law** means (a) any applicable law, rule or regulation of any jurisdiction; (b) any applicable lawful determination, decision or direction of a government agency in any jurisdiction; (c) any applicable obligations under any telecommunications licence, any binding industry standard or industry code; and (d) any applicable international convention or agreement.

**Business Day(s)** means a day other than a Saturday, Sunday or public holiday in the location of the premises of the Customer or of its customer to which the Services are supplied or, if Services are supplied in more than one location, such of those locations nominated by CUSG or if none are nominated, Singapore.

**Charges** means the charges for the Services calculated in accordance with the relevant Order and Services Terms or applicable tariff generally or these terms which shall include: (a) initial charges which include installation and other non-recurring charges imposed by local access providers, per Port installation charges and per PVC installation charges; (b) monthly recurring charges which will be charged on a lump sum basis or usage basis monthly or yearly; (c) local access charges and/or related expenses if CUSG is procuring local access for you in connection with the relevant Services; and (d) any other miscellaneous charges or levies.

**Circuit Location Address** means the locations specified by the Customer in the Order for one or both ends of any item of Services, if such item of Services is to be delivered at a location otherwise than at a CUSG POP.

**Confidential Information** means this agreement and all information in whatever form disclosed by one Party to the other in connection with this agreement or the Services, or during the negotiations preceding this Agreement including information marked or otherwise reasonably understood to be confidential or proprietary.

**Consequential Loss** of a Party means any loss of profits, indirect, special, economic, punitive or collateral loss including goodwill, revenue, bargain or opportunities or loss or corruption of data or loss of anticipated savings or business whether caused by negligence or otherwise and whether arising out of or relating to the agreement, any Services, or any failure to supply or delay in supplying any Services.

**CUSG, we, us and our** refers to China Unicom (Singapore) Operations Pte. Ltd. signing the relevant Order Form and providing the Services under these General Terms.

**CUSG POP** means a network POP maintained by CUSG or its Affiliates or partners.

**CUSG Equipment** means equipment (including any Software) owned or licensed by CUSG or our agent and used by Customer in connection with the Services.

**CUSG Sold Equipment** means equipment sold to the Customer (including any Software licensed to Customer) and placed on the Customer's premises by CUSG for the provision of a Services.

**Customer, you and your** refers to the customer identified on the Order.

**Customer Equipment** means equipment (including software embedded in or run on such equipment) other than CUSG Equipment and CUSG Sold Equipment, used by Customer in connection with the Services.

**Customer Information** means the information of customer (including personal information) provided to CUSG in connection with the provision of Services.

**Delivery and Delivered** means the delivery of Services or any part thereof to Customer upon completion of testing on CUSG Circuit and Non-CUSG Circuit involved in the Services.

**Due Date** means thirty (30) days after the relevant invoice date.

**General Terms** means the general terms and conditions constituted by this document.

**Intellectual Property Rights** means all rights conferred under statute, common law and equity in and in relation to trademarks, trade names, logos and get up, inventions, patents, designs, copyright, circuit layouts, Confidential Information, know-how and trade secrets and all rights and interests in them or licences to use any of them.

**Interest** means interest at the rate of 10% per annum, commencing on the Due Date

**Local Circuit(s)** means a circuit connecting premises of the Customer or its subscriber to an international gateway located in the same country, territory or jurisdiction.

**Loss** means, whether arising in contract, in tort, under statute or otherwise:

- (a) any Consequential Loss arising out of this agreement or breach of this agreement;
- (b) any loss arising from, or consequential upon, any act or omission of any third party not under the reasonable control of a Party; or
- (c) any loss arising from, or in relation to:
  - (i) any delay in the initial provision of, or any interruption in the provision of any Services which CUSG is required to provide under this Agreement; or
  - (ii) any error or omission in relation to information transmitted through either party's network.

**Minimum Period** means the minimum commitment period for each Services specified in the Order (being at least one (1) year from the Service Commencement Date) and if no minimum commitment period is specified in the Order, the minimum commitment term will be one (1) year commencing on the Service Commencement Date for the Services.

**Non-CUSG Circuit** means a circuit on a third party network, including a Local Circuit or an international half circuit which is or is to be connected to any Services provided by CUSG.

**Order or Order Form** means the Customer Order Confirmation for the Services in the form determined by CUSG from time to time and shall include any schedules and annexes attached to or referred to in it.

**Party** means CUSG or you and **Parties** means CUSG and you.

**Personal Information** means any data, whether true or not, about a natural person, whether living or deceased, who can be identified (a) from that data; or (b) from that data and other information to which the organization has or is likely to have access.

**POP** means a point of presence or interconnection to the relevant Services.

**Port** means the equipment, or characteristics of equipment, set out in the Order and supplied by CUSG or its Affiliates or partners or agents at the CUSG POP to allow for interconnection to the relevant Services.

**PVC** stands for "Permanent Virtual connection" or "Permanent Virtual Circuit" and means a virtual circuit that provides the functional equivalent of a dedicated private line service over a packet switching network between two pieces of data terminal equipment.

**Services** means the telecommunications services or any part thereof supplied by CUSG to you from time to time, as described in the Order.

**Service Commencement Date** means the earlier of (i) the seventh day after the Service Delivery Date; or (iii) any other date which we shall notify you.

**Service Delivery Confirmation** means the written notice from CUSG to Customer upon Delivery of Services which Customer is required to confirm its acceptance of Services by signing and returning the same.

**Service Levels** means the committed levels of service in accordance with which CUSG will use its reasonable endeavours to provide the Services, as specified in the relevant Service Terms or Order or as notified to the Customer from time to time.

**Service Terms** means the special terms and conditions agreed by the Parties from time to time applicable to the relevant Services.

**Service Test** means an opportunity for you to test the Services before the Service Commencement Date.

**Software** means any software supplied or licensed to use by or CUSG from time to time.

**Tax** means any tax (including value added and sales tax), duty, surcharge, levy, impost, deduction, charge, duty, withholding tax and stamp or transaction duty and in each case whether existing at the Service Commencement Date or not) plus all and any interest, expense, fine, penalty, levy or other charge arising directly or indirectly as a result of the existence or operation of the agreement created or otherwise relating to the Services or from the obligation to pay such taxes, fees, duties and surcharges but not income or capital gains tax liabilities of CUSG in relation to the supply of Services or sale of equipment.

**Term** means the term of the agreement to supply the relevant Services to you under each Order, which commences on the Service Commencement Date until the expiry or termination of the relevant Order, whichever earlier.

**Third Party Service Agreement** means an agreement between CUSG and third party operator entered into pursuant to these General Terms as more specifically described in Clause C.3 for such third party operators to provide all or part of Services including Local Circuits and other Non-CUSG Circuits.

2. Headings are inserted for ease of reference only and do not affect the interpretation of these General Terms.
3. References to Clauses are references to clauses of these General Terms.
4. Unless the context otherwise requires, the singular includes plural, the masculine gender includes the feminine and neuter genders and *vice versa*.

## **V. Entire Agreement**

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These General Terms, the Order and/or Service Terms (if any) comprises the entire agreement between the Parties concerning the applicable Services and shall supersede all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the applicable Services. No change, modification or waiver of any of the terms of this agreement will be binding unless included in a written agreement and signed by both Parties.