

**MASTER SERVICES AGREEMENT  
SERVICE SCHEDULE**

**CO-LOCATION SERVICES**

This Service Schedule is attached to Order ref no. \_\_\_\_\_ issued pursuant to a Master Services Agreement no. \_\_\_\_\_ dated \_\_\_\_\_ entered into between Adventus Singapore Pte. Ltd. (the "**Supplier**") and \_\_\_\_\_ (the "**Customer**") (this "**Service Schedule**").

**WHEREAS**

- A. The Customer requires and the Supplier agrees to provide a license to use certain portions of certain premises owned or controlled by the Supplier as specified in the Order Form ("**Co-Location Space**") and for the Supplier to provide to the Customer Co-Location, Connectivity and related services set forth in the Order Form and more particularly described in **Annex A** (the "**Services**") during the term specified in the Order Form.

**NOW, THEREFORE**, it is hereby agreed as follows:

**1. Purpose**

Subject to the terms and conditions set forth herein, the Supplier agrees to provide the Customer (i) a license to use the Co-Location Space; and (ii) the Services set forth in the Order Form and more particularly described in **Annex A** during the term of this Schedule.

**2. Grant of Access to Co-Location Space**

- 2.1 The Supplier agrees to allow the Customer to place certain equipment which is not provided to the Customer by the Supplier (the "**Customer Equipment**") in the Co-Location Space. The Customer's right to occupy the Co-Location Space shall commence on the date specified in the Order Form or the date the Supplier completes the build-out of the Co-Location Space, whichever is later.
- 2.2 For the avoidance of doubt, the rights granted to the Customer are subject to the terms and conditions of underlying lease or other superior right by which the Supplier has acquired its interest in the Co-Location Space. The Customer agrees the Order Form and this Schedule shall not grant to Customer any property rights in the Co-Location Space and shall under no circumstances be construed as a sub-lease of the Co-Location Space.
- 2.3 The Customer shall arrange for delivery of the Customer Equipment to the Co-Location Space at the Customer's expenses. Unless otherwise agreed in writing, the Customer shall install the Customer Equipment at the Co-Location Space and be responsible for all necessary cabling. The Customer may not install any equipment at the Co-Location Space, other than Customer Equipment, without the Supplier's prior written approval.
- 2.4 The Customer shall provide the Supplier with written notification of at least three (3) working days before Customer removes any Customer Equipment and such removal shall be subject to the Supplier's verification that there are no outstanding charges due and payable by the Customer to the Supplier.
- 2.5 The Customer shall utilize the Co-Location Space only for interconnection of the Customer Equipment with the Connectivity services to be provided by Supplier to Customer, unless Supplier otherwise agrees in writing in advance.
- 2.6 The Customer shall be solely responsible for Customer Equipment, which shall remain Customer's sole property, and all software and data store thereon (the "**Stored Information**"). Unless otherwise specifically agreed in writing, the Supplier shall have no duty to monitor, maintain or care for the Customer Equipment or Stored Information. Customer shall protect, maintain and keep in good order the Co-Location Space and Customer Equipment, and shall ensure that neither Customer nor its agents or contractors damage any part of the Co-Location Space or any other fixtures, installations or equipment found at the Co-Location Space.
- 2.7 The installation and operation of the Customer Equipment by Customer shall be conclusive evidence that Customer accepts the Co-Location Space "as is", and that the Co-Location Space is in satisfactory condition and is suitable for the use intended by Customer.
- 2.8 Before beginning any delivery, installation, alteration, replacement or removal work in the Co-Location Space, Customer shall obtain the Supplier's prior written approval of Customer's employees, agents and contractors who will be accessing the Co-Location Space ("**Authorized Customer Parties**"). The Supplier shall have the right to require the removal of any Authorized Customer Parties, such right not to be unreasonable exercised. Authorized Customer Parties may access the Co-Location Space on reasonable advance notice to the Supplier and shall at all times, while on the premises, comply with Supplier's current security and safety procedures. The Supplier does not guarantee the safety or security of the Co-Location Space or of the Customer Equipment.
- 2.9 All fixtures, alterations, additions, repairs, improvements and/or appurtenances attached to or built into, on or about the Co-Location Space ("**Fixtures**") shall be and remain part of the Co-Location Space and shall not be removed by Customer unless required to do so by the Supplier, in which case the Fixtures shall be removed at Customer's sole cost.
- 2.10 Upon termination or expiration of this Agreement, the Customer shall remove all Customer Equipment except Fixtures, within thirty (30) days from the date of termination or expiration unless Supplier requires Fixtures to be removed. Within this same thirty (30) days, the Customer shall restore the Co-Location Space, at its expense, to the condition that it was in before installation of such Customer Equipment. Any Customer Equipment, Fixtures or other items remaining after this period may, at Supplier's discretion, be removed, stored or disposed of, and such removal or disposal shall be at Supplier's discretion and need not be undertaken in a commercially reasonable fashion. The Customer shall be responsible for all costs associated with removal, disposal and storage of Customer Equipment and other items and for the cost of restoration of the Co-Location Space. The Customer shall return to

Supplier at the end of this Agreement all access key cards and other security devices that have been provided to the Customer upon completion of removal and restoration works.

- 2.11 The Supplier may inspect or observe the Customer Equipment at any time. If the Customer Equipment is located in a security enclosure, the Customer must provide Supplier with the necessary keys, access cards or information needed to enter the enclosure.
- 2.12 The Customer's electrical and bandwidth usage shall not exceed the capacity (if any) provided in the Order Form. If the Customer exceeds such capacity, the Supplier may at its election either charge Customer for such excess usage or terminate this Agreement.
- 2.13 The Supplier may exercise a right of lien over the Customer Equipment to secure payment of any charges due and payable by the Customer to Supplier which remain unpaid after the due date for payment.

### **3. Services**

- 3.1 During the term of this Schedule as set out in the Order Form, and subject to the terms and conditions in this Schedule, the Supplier will provide to the Customer the Services as specified in the Order Form and more particularly described in **Annex A**.
- 3.2 The Supplier reserves the right to modify its network and facilities used to provide the Connectivity Services for purposes including but not limited to accommodating evolving technology and increased network demand, and providing enhanced services. The Supplier shall use reasonable efforts to notify Customer of any planned changes to the Supplier's network or facilities that may adversely affect the Services provided.
- 3.3 The Customer acknowledges that the Supplier, to comply with applicable laws and lawful governmental requests, may access and disclose any information it considers necessary or appropriate to the authorities. The Supplier may report any activity that it suspects violates any applicable laws and regulations to the relevant enforcement officials, regulators or other authorized parties.
- 3.4 If the Supplier provides to Customer any equipment under this Agreement, the Customer acknowledges that the Supplier is acting only as a reseller and/or provider of any hardware, software, circuit and equipment (collectively, the "**Supplier's Equipment**") which was manufactured by third parties. The Supplier shall not be responsible for any change in the Service that cause Supplier's Equipment to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of equipment either sold or provide by Supplier to Customer or purchased directly by Customer used in connection with the Services will not be deemed a breach of Supplier's obligations under this Agreement. Any rights or remedies Customer may have regarding the performance or compliance of Supplier's Equipment are limited to those extended to Customer by the manufacturer of such equipment.
- 3.5 The Customer is entitled to use any Supplier Equipment only in connection with the Services.
- 3.6 The Customer is responsible for its content residing on the Customer's servers or servers supplied by the Supplier (as the case may be) and, except as otherwise agreed in writing with the Supplier, for the backup of all such content.
- 3.7 The Supplier shall maintain and control ownership of all IP numbers and addresses that may be assigned to the Customer by the Supplier and the Supplier reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.
- 3.8 The Services shall be provided in accordance with the terms of the Service Level Agreement set forth in **Annex A**.

### **4. The Supplier's Responsibilities**

- 4.1 The Supplier will ensure that the Supplier is entitled at law to provide the Co-Location Space and the Services.
- 4.2 During the term of this Service Schedule, the Supplier warrants that the performance of the Services shall not contravene any prevailing laws or regulations.

### **5. Customer's Responsibilities**

- 5.1 The Customer undertakes to the Supplier throughout the term of this Service Schedule:-
  - 5.1.1 to comply with all applicable laws and regulations relating to the Customer's use of the Co-Location Space, the Customer Equipment and Stored Information;
  - 5.1.2 to comply with the Supplier's rules and regulations relating to use of the Co-Location Services;
  - 5.1.3 Not to permit any other person to occupy or use the Co-Location Space (including by placing such parties' equipment in the Co-Location Space) without first obtaining Supplier's prior written consent, which may be withheld or conditioned in Supplier's sole discretion;
  - 5.1.4 Not to make any construction changes or material alterations to the Co-Location Space, including cabling and power supplies without Supplier's prior written consent;
  - 5.1.5 Not to install cameras, video-surveillance or recording, or take photographs, or electronically or otherwise reproduce any part of the interior of the premises or the Co-Location Space without the Supplier's prior written permission;
  - 5.1.6 The Customer's use of the Services shall not infringe the intellectual property or other proprietary rights of the Supplier or any other third party; and

- 5.1.7 Not to copy, modify or translate the Supplier's intellectual property or related documentation, or decompile, disassemble or reverse-engineer any of the Supplier's intellectual property, or to grant any other party the right to do so.

## **6. Fees and Expenses**

Customer shall pay the Supplier the Fees in the amount and manner stated in the Order Form.

## **7. Representations and Warranties**

7.1 The Customer represents and warrants to the Supplier that:-

- 7.1.1 The Customer owns or has the legal right and authority, and will continue to own or maintain the legal right and authority to place and use the Customer Equipment in the Co-Location Space; and
- 7.1.2 The Customer's services, products, materials and the Customer Equipment do not and will not operate in any manner that would violate any applicable laws and regulations and will not operate in any manner that would violate the Supplier's rules and regulations.

7.2 The Supplier represents and warrants to the Customer that:-

- 7.2.1 The Supplier is the owner or has management of the Co-Location Space and has the legal right and authority, and will continue to own or maintain the legal right and authority to allow the Customer to use the Co-Location Space; and
- 7.2.2 The Supplier has legal right and authority to provide the Services to the Customer and the provision of Services by the Supplier does not contravene any laws and regulations.

## **8. Damage or Non-Operation of Premises**

In the event of any damage by fire or any other causes, or any other event rendering the whole or part of the Premises and/or the Co-Location Space unusable (the "**Event**"), the Customer shall be bound by any action taken by the Supplier and/or the owner of the Premises. The Customer shall have no claim against the Supplier in relation to an Event, including but not limited to a claim for relocation expenses, the value of any unexpired term, or loss of business from full or partial interruption or interference due to the operation of this provision. Without limiting the foregoing, the Customer acknowledges that the Supplier shall have the right to terminate this Agreement on the happening of an Event, without any liability to the Customer.

## **9. Force Majeure**

If the whole or any part of the performance by either party of any of its obligations under this Service Schedule is prevented, hindered or delayed or otherwise made impracticable by reason of strikes, labour troubles, floods, fires, accidents, earthquakes, lighting strikes, riots, explosions, wars, warlike conditions, hostilities, acts of government, or other cause of like or different character beyond the control of either party, and either party shall be excused from such performance during the continuance of any such contingency and for so long as such contingency shall continue to prevent, hinder or delay such performance.

## **10. Indemnity**

In addition to Clause 13 ("**Indemnity**") in the Master Services Agreement, the Customer shall fully indemnify and hold the Supplier harmless against any and all claims or losses suffered by the Supplier arising from the performance of its obligations under this Service Schedule unless such claim or loss would not have arisen except for the Supplier's own default.

Further, the Customer shall fully indemnify, defend and hold harmless the Supplier from and against any and all claims, demands, actions, damages, liability, judgments, expenses and costs arising from (i) Customer's use of the Co-Location Space, the Customer Equipment or the Services; (ii) the manner in which the Customer conducts its business; (iii) claims relating to a breach of applicable laws and regulations and Supplier's rules and regulations including but not limited to (a) infringement or misappropriation of intellectual property rights, defamation, libel, slander, obscenity, pornography or violation of rights of privacy or publicity, or (b) spamming, or any other offensive, harassing or illegal conduct; (iv) any breach by Customer of any warranty or obligations hereunder; (v) any injury or death to any person or damage to property occurring upon the Co-Location Space arising out of claimed to arise out of Customer's use of the Co-Location Space; (vi) any action or inaction by Customer which causes the Supplier to be in breach of any agreement with the Supplier's landlord (if applicable) or (vii) violation of any law or regulation by Customer.

## **11. Non-Solicitation**

The Customer and its related parties shall not directly or indirectly during the term of this Service Schedule or within two (2) years after the date of expiry of this Service Schedule, employ or make any attempt to offer employment, or procure or assist any other party to employ, any of the Supplier's employees for its own use or another's employ or benefit.

## **12. Duration**

This Service Schedule shall be valid and in force for the period stated in the Order Form, subject to any renewals and extensions.

**13. Disclaimer and Limitation of Liability**

Clause 12 of the Master Services Agreement shall apply. In addition, the following disclaimers and limitation of liability shall also apply:

THE CO-LOCATION SPACE AND THE SERVICES ARE PROVIDED "AS IS" AND SUPPLIER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. THE SUPPLIER DOES NOT WARRANT THAT THE CO-LOCATION SPACE AND/OR THE SERVICES WILL BE AVAILABLE UNINTERRUPTED, ERROR-FREE OR ON A COMPLETELY SECURE BASIS.

CUSTOMER AGREES, TO THE EXTENT NOT PROHIBITED BY LAW, THAT SUPPLIER SHALL NOT BE LIABLE FOR ANY CLAIM INVOLVING, CONCERNING OR RELATED TO THE LOSS OR DESTRUCTION OF CUSTOMER DATA OR ANY PORTION THEREOF OR FOR ANY DAMAGE EITHER TO PERSON OR PROPERTY SUSTAINED BY CUSTOMER BY OTHER PERSONS DUE TO THE PREMISE OR CO-LOCATION SPACE OR ANY PART THEREOF BECOMING OUT OF REPAIR OR DUE TO THE HAPPENING OF ANY ACCIDENT OR EVENT IN OR ABOUT THE PREMISES OR CO-LOCATION SPACE OR DUE TO THE ACT OR NEGLIGENCE OF ANY OCCUPANT OF THE PREMISES OR ANY OTHER PERSON, INCLUDING, BUT NOT LIMITED TO DAMAGE CAUSED BY GAS, ELECTRICITY, POWER OUTAGE, SNOW, FROST, STEAM, SEWAGE, SEWER GAS OR ODOURS, FIRE, WATER OR THE BURSTING OR LEAKING OF PIPES, FAUCETS, SPRINKLERS AND PLUMBING FIXTURES UNLESS SUCH EVENT OCCURRED AS A RESULT OF THE SUPPLIER'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

IN NO EVENT WILL THE SUPPLIER HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED, TRANSMITTED OR MADE AVAILABLE VIA THE SERVICES THROUGH ACCIDENT, FRAUDULENT MEANS, INTENTIONAL CONDUCT OR OTHER DEVICES.

UNDER NO CIRCUMSTANCES SHALL THE SUPPLIER BE LIABLE TO THE CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOST DATA OR LOST GOODWILL HOWSOEVER CAUSED EVEN IF THE SUPPLIER HAS BEEN EXPRESSLY INFORMED OF THE SAME IN ADVANCE. THE SUPPLIER'S MAXIMUM LIABILITY IN ANY CLAIM ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE AMOUNT WHICH THE CUSTOMER HAS PAID TO THE SUPPLIER FOR SERVICES FOR THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM. UNDER NO CIRCUMSTANCES SHALL THE SUPPLIER BE DEEMED TO ASSUME OR BE LIABLE FOR THE BUSINESS AND OPERATIONAL RISKS ASSOCIATED WITH THE CUSTOMER'S OWN BUSINESS ACTIVITIES.

**14. Entire Agreement**

Together with the Master Services Agreement, this Service Schedule constitutes the entire agreement between the Supplier and Customer with respect to the provision of the Services and supersedes all prior negotiations, proposals, consents, correspondences, pledges, whether made orally or in writing. There are no understandings, representations or warranties of any kind except as expressly set forth herein. In the event of any conflict or inconsistency between the terms in this Service Schedule and the Master Services Agreement, the terms herein shall prevail in relation to the provision of the Services in this Agreement.

## ANNEX A

### Part 1: Co-Location Services

| Services                              | Coverage                                                                                  |
|---------------------------------------|-------------------------------------------------------------------------------------------|
| <b>Adventus Pro-Active Monitoring</b> | To provide a 24/7 service to monitor server's online uptime                               |
|                                       | In event of the server is offline, to send an email notification to customer              |
| <b>Adventus Server Setup Services</b> | To provide logistics support to transport Customer's Equipment to the data center         |
|                                       | To provide Professional Service to mount Customer's Equipment onto the server rack        |
|                                       | To provide Professional Service to configure the network settings on Customer's Equipment |

### Part 2: Service Level Agreement

| Components                           | Service Level Agreement                                                                              |
|--------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Hosting Facility Availability</b> | 99%# Availability                                                                                    |
| <b>Response Time</b>                 | Customer Change Request: 4 Hours [0900 Hrs to 1700 Hrs Monday to Friday (excluding Public Holidays)] |
|                                      | Change Request Implementation: 2 to 5 Business Days (Upon Confirmation of Request)                   |

# Availability is calculated by  $[(\text{Calendar Year Minutes} - \text{Outage Minutes}) / (\text{Calendar Years Minutes} \times 100)]$