

**MASTER SERVICES AGREEMENT
SERVICE SCHEDULE**

EQUINIX 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 Supplier licences certain portions of certain premises from Equinix, Inc ("**Equinix**") and is entitled to sub-licence such portions of such premises to third parties.
- B. The Customer requires and the Supplier agrees to provide a sub-licence to use certain portions of certain premises owned or controlled by the Supplier as specified in the Order Form ("**Co-Location Space**") for the term specified in the Order Form.
- C. The Supplier procures that Equinix shall grant the Customer access to the Co-Location Space upon the terms and subject to the conditions set out in this Service Schedule.

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 a license to use the Co-Location Space and shall procure Equinix shall grant the Customer access to the Co-Location Space.

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.
- 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 Service 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, including computers and electronic devices, 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 fees or charges due and payable by the Customer to the Supplier.
- 2.5 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 employees, agents or contractors damage any part of the Co-Location Space or any other fixtures, installations or equipment found at the Co-Location Space.
- 2.6 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.
- 2.7 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 in relation to the Co-Location Space, and Equinix's security procedures and policies which can be found at: <http://www.equinix.com/resources/product-documents/ibx-policies/>. The Supplier does not guarantee the safety or security of the Co-Location Space or of the Customer Equipment.
- 2.8 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.

- 2.9 Upon termination or expiration of this Service Schedule, the Customer shall remove all Customer Equipment except Fixtures, within seven (7) days from the date of termination or expiration unless Supplier requires Fixtures to be removed. Within this same seven (7) 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 the term of this Service Schedule all access key cards and other security devices that have been provided to the Customer upon completion of removal and restoration works.
- 2.10 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.
- 2.11 The Customer's electrical 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, suspend the provision of Co-Location Space or terminate this Service Schedule.
- 2.12 The Supplier may exercise a right of lien over the Customer Equipment to secure payment of any fees or charges due and payable by the Customer to Supplier which remain unpaid after the due date for payment.

3. Services

- 3.1 The Customer acknowledges that the Supplier does not provide any services in relation to the Co-Location Space. The Supplier is not responsible and shall not be held liable for any services provided by Equinix in the Co-Location Space. If the Customer encounters any issue(s) with the services provided by Equinix, the Supplier shall make all reasonable efforts to liaise between the Customer and Equinix to resolve any such issue(s). For the avoidance of doubt, if such issue(s) cannot be resolved amicably, the Supplier shall be not responsible or held liable for any such issues.
- 3.2 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 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.
- 3.5 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.

4. The Supplier's Responsibilities

The Supplier will ensure that the Supplier is entitled at law to provide the Co-Location Space.

5. The 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 and Equinix's rules and regulations relating to use of the Co-Location Space;
- 5.1.3 Not to permit any other person to occupy, use or sublicence 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 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; and
- 5.1.7 to be responsible and liable for all acts or omissions of the Customer's Authorised Persons, Accompanying Persons, Associated Entities and for any equipment or services not provided by the Supplier. The Customer will indemnify, defend and hold harmless the Supplier and Equinix from any and all liability, loss, damages, costs and expenses (including reasonable legal fees and expenses) for third-party claims brought by, arising from or related to the Customer's Authorised Persons, Accompanying Persons or Associated Entities. For this clause, "**Authorised Persons**" shall mean each person authorised by the Customer to access the Co-Location Space; "**Accompanying Persons**" shall mean each person (other than an employee of the Supplier) accompanied by an Authorised Person while at the Co-Location Space and "**Associated Entities**" shall mean (i) each individual, company, partnership or other entity of any type which employs, contracts with, or is otherwise associated or affiliated with the Customer, Authorised Persons or Accompanying Persons; and (ii) any of the Customer's end-users.

6. Fees and Expenses & Insurance

- 6.1 The Customer shall pay the Supplier the fees in the amount and manner stated in the Order Form. Interest shall be charged on past due amounts at the lower of (i) one and a half percent (1.5%) per month; or (ii) the highest rate permitted by applicable law.
- 6.2 The Supplier reserves and holds the right to increase the Fees, any time during the term of this Service Schedule, by giving no less than 30 days' notice to Customer. If Customer does not agree to the increase, Customer's sole and exclusive remedy is to terminate the Order and this Service Schedule by giving Supplier no less than 30 days' notice.
- 6.3 The Customer agrees to maintain the following insurances, at its expense, during the term of this Service Schedule, with insurers having a minimum AM Best rating of A- VII or S&P rating of A: (i) Commercial General Liability or Public Liability Insurance with a limit of [USD1,000,000] per occurrence, [USD2,000,000] in the aggregate, provided these limits may be achieved through a combination of primary and excess policies and such insurance will include coverage for bodily injury and property damage; (ii) Workers' Compensation and Employer's Liability insurance where required by local statute; and (iii) All Risk Property Insurance on a replacement cost basis with limits adequate to cover the value of the Customer's Equipment.
- 6.4 The Customer will furnish the Supplier with certificates of insurance upon request that evidence the minimum levels of insurance set forth herein, list the Supplier as an additional insured or interested party on the Commercial General Liability or Public Liability policy and designate that the Customer's insurance is primary and non-contributory. The Customer waives its insurers rights of subrogation on all policies referenced above. The Customer will provide at least thirty (30) days' prior written notice to the Supplier of any non-renewal or cancellation of the policies referenced above.

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 (including regulatory consents), and will continue to own or maintain the legal right and authority (including regulatory consents) to place, use, operate, configure, install, maintain and repair 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 and Equinix'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.

8. Termination & Suspension

- 8.1 Either party may terminate this Service Schedule by giving written notice to the other party if the other party breaches any material term or condition of this Service Schedule and fails to cure such breach within twenty (20) days (ten (10) days in the case of a failure to pay fees) after receipt of such notice. If Customer fails to cure a monetary breach, the Customer will be responsible for all collections costs including reasonable legal fees. If the breach (other than where the Customer has failed to pay fees) cannot be cured within twenty (20) days, the breaching party shall be given a reasonable period of time, but not to exceed thirty (30) days after receipt of the notice, to cure the breach, provided that the breaching party acts promptly and diligently to cure such breach.
- 8.2 Either party may terminate this Service Schedule immediately upon giving written notice to the other if the other party becomes, as applicable under local law, unable to pay its debts as they become due, cease to do business, enters into a deed of arrangement, undergoes judicial management, commences the process of liquidation, has a receiver appointed or begins winding up or similar arrangements.
- 8.3 Without limiting the Supplier's right under Clause 8.1 above, the Supplier may suspend the provision of Co-Location Space, deny access to and the removal of Customer's Equipment from the Co-Location Space, if Customer fails to cure any monetary breach of this Service Schedule within ten (10) days after notice of the same (or within five (5) days after notice of the same if Customer's account is past due on two (2) or more occasions during a twelve (12) month period).
- 8.4 If Customer or Customer's Equipment mechanically or electrically interferes with the Supplier and/or Equinix's operation or maintenance of the premise of the Co-Location Space or with one or more of the Supplier and/or Equinix's other customers' use thereof and the Supplier and/or Equinix notifies Customer of this by email or phone, then Customer must promptly: (a) cease such interference; (b) provide a plan to cease such interference that is acceptable to the Supplier and/or Equinix; or (c) authorize the Supplier and/or Equinix to take action to cease such interference. If Customer fails to do this within a reasonable time not to exceed thirty (30) minutes, then the Supplier may suspend the provision of Co-Location Space. If the Supplier suspends the provision of Co-Location Space pursuant to this Clause 8.4, unless the Supplier has subsequently terminated this Service Schedule as permitted under this Service Schedule, the Supplier will reverse the suspension of the provision of the Co-Location Space as soon as practical after it is reasonably satisfied that Customer has cured the breach(es) giving rise to the suspension; and the Supplier may charge a reinstatement fee. Further, the Supplier may terminate this Service Schedule if Customer's breach referred to in this Clause 8.4 continues for at least five (5) days or occurs more than three (3) times in any twelve (12) month period.

9. 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 and/or Equinix 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 Service Schedule on the happening of an Event, without any liability to the Customer.

10. **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.

11. **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 or the Customer Equipment; (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.

12. **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.

13. **Duration**

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

14. **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 IS PROVIDED “AS IS” AND SUPPLIER AND/OR EQUINIX DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE OF ALL THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. THE SUPPLIER AND/OR EQUINIX DOES NOT WARRANT THAT THE CO-LOCATION SPACE WILL BE AVAILABLE UNINTERRUPTED, ERROR-FREE OR ON A COMPLETELY SECURE BASIS.

CUSTOMER AGREES, TO THE EXTENT NOT PROHIBITED BY LAW, THAT SUPPLIER AND/OR EQUINIX 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 OCUPANT 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 AND/OR EQUINIX HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED, TRANSMITTED OR MADE AVAILABLE THROUGH ACCIDENT, FRAUDULENT MEANS, INTENTIONAL CONDUCT OR OTHER DEVICES.

UNDER NO CIRCUMSTANCES SHALL THE SUPPLIER AND/OR EQUINIX BE LIABLE TO THE CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUES, LOST OF DATA OR INTERRUPTION OR CORRUPTION OF DATA OR LOST GOODWILL HOWSOEVER CAUSED EVEN IF THE SUPPLIER AND/OR EQUINIX HAS BEEN EXPRESSLY INFORMED OF THE SAME IN ADVANCE. THE SUPPLIER’S MAXIMUM LIABILITY IN ANY CLAIM ARISING OUT OF THIS SERVICE SCHEDULE WILL NOT EXCEED THE AMOUNT WHICH THE CUSTOMER HAS PAID TO THE SUPPLIER FOR THE THREE-MONTH

PERIOD IMMEDIATELY PRECEDING THE CLAIM. AS A FURTHER LIMITATION, THE SUPPLIER'S MAXIMUM LIABILITY FOR ANY CLAIMS RELATING TO THE CO-LOCATION SPACE OFFERED OR PROVIDED BY THE SUPPLIER FOR A NON-RECURRING CHARGE ONLY, SHALL NOT EXCEED THE AMOUNT OF THE FEE PROVIDED ON THE OCCASION GIVING RISE TO 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.

THE CUSTOMER WAIVES THE RIGHT TO BRING ANY CLAIM AGAINST THE SUPPLIER AND/OR EQUINIX ARISING OUT OF OR IN ANY WAY RELATING TO THE ORDER FORM MORE THAN 1 YEAR AFTER THE DATE SUCH ORDER FORM EXPIRES OR IS TERMINATED. THE CUSTOMER RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND REMEDY LIMITATIONS IN THIS SERVICE SCHEDULE ARE MATERIALLY BARGAINED FOR BETWEEN THE CUSTOMER AND THE SUPPLIER.

15. 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 Co-Location Space 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.

16. Illegality

If any provision of this Service Schedule is adjudged by a court to be invalid, illegal or unenforceable, it will not affect the validity, legality or enforceability of the other part(s) of the same provision or other provisions in this Service Schedule.

17. Miscellaneous

- 17.1 Except where otherwise expressly stated herein, and subject to the limitations set forth in Clause 14, the rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies that a party would otherwise have.
- 17.2 Parties are independent contractors, and this Service Schedule does not establish any relationship or partnership, joint venture, employment, franchise or agency between them. Neither party may bind the other or incur obligations on the other's behalf without the other party's written consent.
- 17.3 There are no third-party beneficiaries to this Service Schedule.
- 17.4 No waiver of any breach or any provision of this Service Schedule will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorised representative of the waiving party.