
TOWARDS CLOUD GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following words and expressions shall have the following meanings:

“TOWARDS CLOUD” includes the Cloud Subscription Service (Cloud software As a Service) which includes cloud management, cloud protection, firewall protection of Customer’s endpoints and future and shall also include other future enhancements features in accordance with these Terms.

“Customer” means the business entity that subscribes for or uses the Products and/or Services by TOWARDS CLOUD.

“Equipment” means the any manufacturer’s equipment and/or Software either purchased or leased by the Customer from TOWARDS CLOUD in accordance with these General Terms.

“Software” means any software program or application to be provided by TOWARDS CLOUD, whether developed for and/or behalf of Customer, or assigned or licensed to Customer, including without limitation any modification, upgrades, patches and/or fixes pursuant to the terms of this Agreement.

“Maintenance” means the maintenance of purchased equipment from TOWARDS CLOUD stated in each individual Customer contract in accordance with these Terms.

“Fee and Charges” means the prevailing charge for the Equipment and Service.

“General Terms” means TOWARDS CLOUD’s General Terms and Conditions of Service.

“Parties” means TOWARDS CLOUD and the Customer.

“Promotional Fee and Charges” means the discounted Fee and Charges for the Service for a limited period as specified by TOWARDS CLOUD.

“Recurring Monthly Charges” means the Fees and Charges payable by the Customer on a recurring monthly basis.

“Specifications” means the written technical specifications (if any) for equipments and/or Software as may be supplied by TOWARDS CLOUD and, if no such specifications are supplied, the published specifications of the Equipment manufacturer, as may be amended from time to time.

“Term” means the Initial Contract Term and any renewal or amendment of the same.

“Territory” or “Territories” means any operating territory that TOWARDS CLOUD offers the Service as may be amended or varied by TOWARDS CLOUD in its sole discretion.

“Work” means any work the Customer requests TOWARDS CLOUD to perform in relation to the agreed contract between the Parties.

“Service” means Remote helpdesk and/or on-site technical support to perform issue troubleshooting or resolution which the Customer requests TOWARDS CLOUD to perform in relation to the agreed contract between the Parties.

“Interest” means the interest due payable for late or non-payment of any invoices shall be 10% interest of the total invoice amount (including any taxes) per month from Invoice date, unless otherwise stated in specific Customer’s contract.

1.2 The headings or titles to the Clauses in these General Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these General Terms.

2. Commencement and Duration of Service

2.1 The Service shall commence on the Date of Service Required as mutually agreed by the Parties, as the case may be (the "Commencement Date of Service").

2.2 The minimum period of subscription for the Service, shall be:

- (a) a period of twelve (12) months or such other period as mutually agreed by the Parties;
or
- (b) such other period as may be stipulated by TOWARDS CLOUD as the relevant minimum period of subscription when the Customer applies for the Service

calculated to commence on the Commencement Date of Service (the “Initial Contract Term”).

Thereafter, the Service shall continue in force for successive periods of twelve months each (“Renewed Term”), until terminated in accordance with the General Terms.

3. Fees and Charges

3.1 The Customer shall be liable to pay the following amounts:

- (a) **For any Equipment and/or Software Purchase:**
the full Fees and Charges for the purchase, delivery and installation shall be billable in advance upon order confirmation before order is processed with manufacturer(s).
- (b) **For any Service:**
the ongoing subscription (as per signed Customer contract) and one time Fees and Charges shall be payable monthly in advance before Service rendered (as per signed Customer contract), unless otherwise specified Customer’s tax invoice

3.2 Fee and Charges payable by the Customer remains firm during the Initial Contract Term and Renewed Term.

3.3 If the Customer is entitled to any Promotional Fees and Charges during the Initial Contract Term, such Promotional Fees and Charges will not be applicable to any extension or renewal. Fees and Charges applicable will be TOWARDS CLOUD’s Fees and Charges prevailing upon expiration of the Initial Contract Term.

3.4 If Service is renewed after the Initial Contract Term, then such renewal shall be subjected to the same Fees and Charges for those Services as agreed in Initial Contract Term between the Parties.

- 3.5 Unless expressly stated otherwise by TOWARDS CLOUD in writing, the Fees and Charges are exclusive of any charges for any Equipment and/or Software to be uninstalled, revert back, replacement or any handover sessions or procedures. Such charges shall be payable in addition by the Customer if and when these requests are raised to TOWARDS CLOUD.

4. Suspension, Termination and Cancellation

- 4.1 Subject to Clauses 4.2, 4.3, 4.4 and 4.5, TOWARDS CLOUD may at sole discretion:

- (a) Suspend the Work or Service for delayed and/or non-payment for Equipment, Software and/or Service by thirty (30) days from invoice date. Upon suspension, TOWARDS CLOUD shall have the sole discretion to terminate the contract and all delayed and/or non-payment amounts shall be immediately due for payment subjected to terms and conditions of individual contract with Customer.
- (b) Terminate the Service by giving to the other party not less than thirty (30) days' prior written notice under the condition there is no outstanding delayed and/or non-payment; and
- (c) Cancel any new order for the Service by giving to the other not less than ninety (90) days' prior written notice.

- 4.2 Upon termination of the Service, including in circumstances where such termination is by TOWARDS CLOUD due to any breach of any of the terms and conditions of Service by the Customer, the Customer shall be liable to pay TOWARDS CLOUD the following sums unless TOWARDS CLOUD states otherwise:

- (a) where the termination date is the same as the expiry date of the Term, the Fees and Charges up to and including the date of termination; or
- (b) where the termination date is before the expiry date of the Term:
 - (A) For termination during the Initial Contract Term:
 - i 100% of the Fees and Charges up to and including the date of termination;
 - ii. 100% of the Recurring Monthly Charges for the period between the date of termination and the expiry date of the Initial Contract Term;
 - iii. 100% of the stated Interest due for outstanding payment (if any) as per individual Customer invoice; and
 - iv. All outstanding Fees and Charges in accordance with contract with Customer;
 - (B) For termination during the Renewed Term:
 - i. 100% of the Fees and Charges up to and including the date of termination;
 - ii. Customer shall be liable to pay for any third party costs or charges incurred by TOWARDS CLOUD in respect to the Services to be provided to Customer for the Renewed Term; and

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- iii. 100% of the stated Interest due for outstanding payment as per individual Customer invoice; and
 - iv. All outstanding Fees and Charges in accordance with contract with Customer;
- 4.3 If any Equipment and/or Service is terminated, TOWARDS CLOUD shall be entitled to:
- (a) upon prior arrangement with Customer, enter onto the Customer's premises to repossess Equipment belonging to TOWARDS CLOUD;
 - (b) require the Customer to uninstall the Equipment so that the Equipment is in a condition suitable for collection by TOWARDS CLOUD; and
 - (c) sell or otherwise deal with or dispose of the Equipment in such manner as TOWARDS CLOUD deems fit.
- 4.4 On cancellation of any order for Equipment Purchase:
- (a) subject to Clause 4.4(b), the Customer shall be liable to pay TOWARDS CLOUD 100% of the Fees and Charges that would otherwise have been payable for the purchase and delivery of that Equipment (except that TOWARDS CLOUD shall not be required to purchase or deliver that Equipment to the Customer); or
 - (b) if the Equipment has been shipped out of the manufacturer's factory at the time, or is shipped out of the factory within fourteen (14) days' after the order is cancelled by the Customer, then:
 - i. the Customer's cancellation of order shall be deemed to be of no effect in relation to the purchase and delivery of the Equipment ; and
 - ii. the Customer shall be liable to pay TOWARDS CLOUD 100% of the Fees and Charges payable for the purchase and delivery of that Equipment, and TOWARDS CLOUD shall deliver that Equipment to the Customer (but shall not be required to install that Equipment) and, on payment of the Fees and Charges under this Clause 4.4(b) (ii), legal and equitable ownership in the Equipment will pass to the Customer.
- 4.5 On cancellation of any order for Equipment Installation:
- (a) where the order is cancelled on not less than thirty (30) days' notice from the date of the place order, then TOWARDS CLOUD shall not be required to perform, and the Customer shall not be required to pay for, any Equipment Installation; and
 - (b) where the order is cancelled on less than thirty (30) days' notice from the date of the place order then:
 - i. the Customer's cancellation of order shall be deemed to be of no effect in relation to the installation of the Equipment; and
 - ii. the Customer shall be liable to pay TOWARDS CLOUD 100% of the Fees and Charges payable for the installation of that Equipment and, unless the Customer requires otherwise in writing, TOWARDS CLOUD shall proceed to install that Equipment in accordance with the order.

5. Service Requirements and Limitations

- 5.1 TOWARDS CLOUD shall supply the Equipment and/or Service in accordance with the technical Specifications. Any additions or alterations requested by the Customer shall be at TOWARDS CLOUD's sole discretion and, if supplied, shall be supplied at TOWARDS CLOUD's then prevailing rates.
- 5.2 The Customer acknowledges that:
- (a) the Service availability, is subject to availability of resources;
 - (b) the Customer shall be responsible and liable for obtaining the reliable internet services with sufficient bandwidth at the Customer's expense to enable TOWARDS CLOUD to deliver the Service
 - (c) the Customer shall be responsible and liable for obtaining and maintaining at the Customer's expense all licenses, permits, consents, waivers and authorizations or other rights required to import Equipment, and TOWARDS CLOUD shall not be required to deliver, install or maintain any Equipment until the same have been obtained and paid.
 - (d) To the extent the Service includes services supplied by one or more other TOWARDS CLOUD's Group of Companies, each such company is entitled to the benefit of these General Terms and Conditions in respect of that supply.
 - (e) Subject to Clause 5.2 (d), no other person has any right under the Contracts (Rights of Third Parties) Act (Cap.53B) to enforce these General Terms and Conditions.
 - (f) The Customer will identify and notify to TOWARDS CLOUD a designated point of contact, familiar with the Customer's equipment, to assist with problem resolution and to field all end-users calls.
 - (g) By subscribing to the Service, the Customer will give the entire access control of Customer's Equipment(s) to TOWARDS CLOUD unless the Parties agree otherwise. In the event that the Parties opt for Customer access control of the Equipment, the following conditions will be applied:
 - (i) The Customer may change or reconfigure the Equipment by itself provided that in such an event the Customer shall notify TOWARDS CLOUD in writing within twenty-four (24) hours of effecting the change or reconfiguration.
 - (ii) In the event that the Customer carries out the change or reconfiguration to the Equipment by itself, TOWARDS CLOUD shall not be liable for any outages, losses, damages, cost or expenses that the Customer may suffer or incur by such change or reconfiguration and the Customer shall pay TOWARDS CLOUD any charges, cost or expenses which TOWARDS CLOUD may specify as being payment for resolving the outages as a result of effecting the said change or reconfiguration to the Equipment of the Customer
 - (h) Access to the Services may be used only in combination with peripheral equipment that is in compliance with the relevant statutory requirements. The consequences of use of equipment that does not meet those requirements will be at the risk and for the account of the Customer. Various types of peripheral equipment may have different functionalities, which could affect the applications and quality of the Service.

- (i) The Customer is not permitted to allow third parties to use the Service with the aid of Customer credential. The Customer is responsible for the use of the Service, even if it is used without his knowledge.
- (j) The Customer is not allowed to misuse the Service, for example by performing acts or by having acts performed:
 - (i) that are contrary to the intention of the Service and/or limit
 - (ii) that cause disruptions in the Service and/or other networks (including computer networks) or telecommunications infrastructures, or that lead to any form of nuisance or unexpected use; or
 - (iii) as a result of which third parties are bothered or threatened or their personal privacy is infringed.
- (k) If the Customer's use of the Service causes interruptions in the telecommunications traffic (for example due to the use of peripheral equipment that does not work properly), the Customer is obliged to follow the instructions given by TOWARDS CLOUD and to accept the related financial consequences. If TOWARDS CLOUD considers it necessary it may (temporarily) disconnect the Customer's Service, immediately if necessary, and wholly or partially.
- (l) TOWARDS CLOUD may change the technical characteristics of the Service in order to ensure that it remains in line with current requirements and the prevailing technology
- (m) Where possible TOWARDS CLOUD will endeavour to ensure that the changes referred to in the preceding subsection are implemented in a manner that does not limit the Service's applications.
- (n) The data traffic between the Equipment and the peripheral equipment used by the Customer will be encrypted or will not be encrypted, depending on the technical limitations of the peripheral equipment. The Customer accepts the risk that data being transported can be accessed by parties other than those for whom it is intended.
- (o) The Customer is responsible for securing his systems, hardware and data files and the use of any encryption techniques when sending and downloading his data traffic;
- (p) The technical means by which TOWARDS CLOUD supplies the Service is at TOWARDS CLOUD's sole discretion.

5.3 Title and legal and equitable ownership in Equipment/Software and Service is as follows:

- (a) subject to Clause 4.4(b)(ii), for Purchased Equipment/Software, remains vested in TOWARDS CLOUD until payment of the full Fees and Charges for the purchase, delivery, installation of the Equipment/Software, at which time ownership shall vest in the Customer;
- (b) for Service, remains vested at all times in TOWARDS CLOUD.

In respect of any Equipment, the title of which does not vest in the Customer in accordance with these General Terms, the Customer shall at all times keep all such Equipment, each being deemed to be TOWARDS CLOUD Equipment, free from all levies, attachments, liens, encumbrances, charges and other debts. If any claim is made against TOWARDS CLOUD by a third party due to any act or omission of Customer resulting in any levy, attachment, lien, encumbrance, charge or debt against such TOWARDS CLOUD Equipment, the Customer shall

give TOWARDS CLOUD immediate written notice of the claim and shall fully indemnify and hold TOWARDS CLOUD harmless from and against any costs, damages and expenses including those that may be incurred in defending or responding to any such claim by Customer or third party without any limitation whatsoever.

- 5.4 The Customer shall not disassemble, decompile, nor make any alterations, additions or improvements to any Equipment, nor resell or export any Equipment, except with the prior written consent of TOWARDS CLOUD, such consent not to be unreasonably withheld.
- 5.5 Risk in any Equipment and/or Service shall pass to the Customer upon delivery.
- 5.6 Without limiting Clause 5.5, the Customer acknowledges that the Customer assumes and shall bear the entire risk of any loss, theft, damage and destruction to the Equipment from any and every cause during the term of the subscription and thereafter until the Equipment is repossessed by, or returned to, TOWARDS CLOUD or its nominated agent. Customer shall:
- (a) promptly notify TOWARDS CLOUD in writing any damage to, or loss, theft, or destruction of, any Equipment; and
 - (b) shall be responsible for, and indemnifies TOWARDS CLOUD against, any and all costs, damages and expenses incurred by TOWARDS CLOUD in making good or replacing the damaged, lost, stolen or destroyed Equipment.
- 5.7 The Customer shall not, nor permit any other person to:
- (a) move any Equipment (as referred to in Clause 5.3) to a location other than the location to which it was delivered; or
 - (b) change, deface, obscure or remove any label or markings attached to any Equipment,
- except with the prior written consent of TOWARDS CLOUD, such consent not to be unreasonably withheld.
- 5.8 The Customer shall obtain TOWARDS CLOUD's prior written approval before interconnecting the Equipment to any private or public network whatsoever, such approval not to be unreasonably withheld.
- 5.9 If the Customer engages an external party other than TOWARDS CLOUD to install any wiring or cabling required for the provision of the Service, then the Customer must ensure that:
- (a) the proper installation and testing of such wiring or cabling is completed prior to the requested Commencement Date of Service;
 - (b) such wiring or cabling is labeled clearly to demarcate it as belonging to the Customer.
- For the avoidance of doubt, the Customer shall be fully liable for any act(s) or omissions of the said third party and TOWARDS CLOUD shall not be responsible in any manner for any delay or failure in the provision of the Service caused due to any failure of the Customer in complying with the requirements of this clause.
- 5.10 If the Customer reports a fault on Equipment, or if Customer reports a fault on the Service and, following investigation by TOWARDS CLOUD, either no fault is found or TOWARDS CLOUD determines that the fault is not with the Equipment or Service, as the case may be, then TOWARDS CLOUD may charge the Customer a fee for the fault report at TOWARDS CLOUD's then prevailing rates.

- 5.11 Except as expressly provided otherwise in these General Terms, and to the maximum extent allowed by law, TOWARDS CLOUD disclaims all warranties, express, implied or statutory, including without limitation warranties of merchantability and fitness for a particular purpose.
- 5.12 The Customer may, with the written consent of TOWARDS CLOUD, purchase additional features or services ancillary to the Service and, on provision of those additional services or features, these General Terms and Conditions shall also apply to those additional services or features.

6. Provision of Work

- 6.1 TOWARDS CLOUD shall charge for all Work at TOWARDS CLOUD's then prevailing rate.
- 6.2 In addition to the Fees and Charges in Clause 3 of the General Terms, a surcharge shall be payable for any Work on public holidays, the eve of public holidays, or outside the following hours (working hours are with reference to time zone/location where the Works are to be performed by TOWARDS CLOUD) :

Monday to Friday 9am - 5pm Singapore time

- 6.3 Where the Customer requests that TOWARDS CLOUD provide any Work within a specific period TOWARDS CLOUD shall, in consultation with the Customer, determine the date ("RFS Date") to complete the Work.
- 6.4 If TOWARDS CLOUD is unable to complete all or any of the Work on or before the RFS Date, then the Customer shall be entitled to:
- (a) cancel that part of the Work that TOWARDS CLOUD is unable to complete on or before the RFS Date, without being liable to pay any charges stated at Clause 4.5 of these General Terms and Conditions; or
 - (b) accept that part of the Work that TOWARDS CLOUD has completed on or before the RFS Date, but provided always that Customer shall only be liable to pay for the Service upon completion of the Work,

and provided always that the Customer shall have no other claim against TOWARDS CLOUD, and TOWARDS CLOUD shall have no liability in contract, at law or in equity, for failure to complete the Work before the RFS Date.

- 6.5 If the Customer requests to defer completion of the Work to a date after the originally agreed RFS Date, then:
- (a) the Customer shall be liable to pay a reservation fee at TOWARDS CLOUD 's then prevailing rate (and, for the purposes of this clause, the period of reservation shall be the period between the originally agreed RFS Date and the date of completion of the Work); and
 - (b) if the deferral relates to Equipment Installation and is to a time more than three (3) months after the originally agreed RFS Date, TOWARDS CLOUD shall be entitled to charge the Customer for the Equipment and/or Service (as applicable) on the earlier of three months after the originally agreed RFS Date, or on installation of the Equipment.

- 6.6 If the Customer cancels the Work, the Customer shall be liable to pay the cancellation charges at TOWARDS CLOUD's then prevailing rate without prejudice to any of Customer's obligations to pay any other sums under these General Terms.
- 6.7 TOWARDS CLOUD shall not be liable for any causes beyond TOWARDS CLOUD's reasonable control including but not limited to any acts of God, diseases, epidemics, social or civil unrest, catastrophic incidents, riots, vandalism, terrorism, lightning, power failure, fire, flood, earth quake, emergency, curfew, industrial disputes, acts of omission of any person for whom TOWARDS CLOUD is not responsible or any such causes whether similar or otherwise.

7. Protection of Personal Data

- 7.1 If and insofar as, TOWARDS CLOUD processes data, including the Customer personal, traffic and location data, TOWARDS CLOUD will do so with due observance of the applicable legislation and regulations, in particular the Singapore Personal Data Protection Act.
- 7.2 Where the Customer requests TOWARDS CLOUD to carry out more detailed analytics and pursuant thereto, Customer provides to TOWARDS CLOUD personal data of the Customer as well as personal data of users of the Network, the Customer shall be responsible for obtaining the necessary consents to release such third party personal data to TOWARDS CLOUD and for use of such data by TOWARDS CLOUD to carry out the contracted Service for the Customer. Customer shall indemnify and hold harmless TOWARDS CLOUD from and against any claims by Customer or any third party arising by reason of TOWARDS CLOUD's use of such data provided by the Customer to carry out the Service at Customer's request.
- 7.3 The technical means by which TOWARDS CLOUD supplies the analytics report and format of the analytics report shall be determined by TOWARDS CLOUD, and may be revised or amended by TOWARDS CLOUD from time to time, at its absolute discretion.
- 7.4 The Customer agrees that TOWARDS CLOUD shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with the laws of Republic of Singapore.

8. LIABILITY

- 8.1 In the case of any conditions or warranties which may mandatory be implied into this Agreement by virtue of the Trade Practices Act in relation to the Service to be provided by TOWARDS CLOUD pursuant to this Agreement, TOWARDS CLOUD's entire liability for actual damages from any cause whatsoever will be limited to the value of one (1) month of Service;.
- 8.2 To the fullest extent to which it is legally permissible to do so, all conditions and warranties which would or may but for this provision be implied (whether by statute, law, trade usage or otherwise howsoever) into this Agreement and/or in respect of all or any of the services or goods to be provided hereunder, are hereby expressly excluded.
- 8.3 Despite any breach of or failure by TOWARDS CLOUD to perform any of its obligations to Customer, or any negligence on the part of TOWARDS CLOUD, its employees, agents or contractors, TOWARDS CLOUD will in no event be liable to Customer for or in respect of:-
- i. any loss of income, profit, savings, business, data or goodwill;

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- ii. any special indirect or consequential damage even if TOWARDS CLOUD has been advised of the possibility of such damages; or
 - iii. any damages claimed by Customer based on any third party claim.
- 8.4 Customer shall fully indemnify and hold TOWARDS CLOUD harmless from and against any costs, damages and expenses including those that may be incurred by Customer or third party in defending or responding to any such claim without any limitation whatsoever.

9. General

- 9.1 The Parties shall be bound by and shall fully observe and comply with all the General Terms as well as such other terms and conditions as may be agreed or accepted by each other. The rights and protections conferred under these General Terms and Conditions shall be additional to the rights and protections conferred under the General Terms and any other terms and conditions agreed or accepted by the Parties.
- 9.2 Any Clause in the General Terms, or any other terms and conditions that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other Clauses, which Clauses shall continue to be valid and enforceable to the fullest extent permitted by law.
- 9.3 The Service provided by TOWARDS CLOUD under these General Terms and Conditions may not be re-sold or otherwise re-provided by the Customer to any other person(s) whomsoever. In the event that the Customer desires to re-sell or re-provide the Service, the Customer and TOWARDS CLOUD shall enter into a separately negotiated agreement prescribed for the same by TOWARDS CLOUD containing the terms and conditions for such a re-sale or re-provision.
- 9.4 All Agreement(s) on signed quotations and/or invoices shall be construed and governed in all respects in accordance with the laws of the Republic of Singapore. The parties hereby submit to the exclusive jurisdiction of the courts of the Republic of Singapore

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