

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
MANAGED MOBILE THREAT DEFENCE

These are our Service Specific Terms & Conditions for Managed Mobile Threat Defence, and together with any other terms and conditions that you and we have agreed or accepted from time to time, they form the Agreement between you and StarHub.

1. How you may be Eligible for the Services

- 1.1 We will provide the Services as stated in the application form as may be agreed by us from time to time.
- 1.2 You must, at all times, provide us with such information as may be necessary or desirable for us to provide you with the Services.
- 1.3 We reserve the right to immediately stop the Services with or without notice to you, if we determine in our absolute discretion that the provision of such Services will or may affect the infrastructure of the Services and/or the Network. We will not be liable to you or any third party for the foregoing.
- 1.4 We may choose not to accept your application at our discretion.

2. Providing the Services

- 2.1 In addition to paragraph 1.4 above, we reserve the right not to accept or proceed with your application if:
 - 2.1.1 the application form submitted by you is not duly completed and signed;
 - 2.1.2 you fail to provide us with the information as required under paragraph 1.2 above;
 - 2.1.3 we determine that we are unable to provide the Services due to any reason; or
 - 2.1.4 we discover that (i) you have failed to provide any facility or resource as we may request; or (ii) have not provided them under the operating conditions and specifications stipulated by us for the proper performance of the Services or for the installation, operation and maintenance of the Services.
- 2.2 When we accept your application form for the Service, we will notify you of the commencement date for the provision of the Service and this date will be known as the ready for service ("**RFS**") date. The RFS date will be stated in our application form. We reserve the right to change the RFS date without liability.
- 2.3 If we are unable to provide the Services by the RFS date, then you may either:
 - 2.3.1 cancel that part of the Services which we are unable to provide by the RFS date, without being liable to pay any cancellation Charges; or
 - 2.3.2 accept that part of the Services which we are ready to provide, and pay for the same at our prevailing rate(s).

This shall be your sole and exclusive remedy and you shall have no claim against us for our failure to provide the Services by the RFS date. We have no further liability to provide the Services by the RFS date.

2.4 If you request to defer the provision of the Service to a date after the RFS date we originally agreed to, you will be liable to pay a reservation fee at our prevailing rate(s).

2.5 If you cancel your application for the Services before the RFS date, you shall pay us our prevailing cancellation Charges, which shall be equivalent to 100% of the recurring subscription Charges for the Minimum Period of Service.

3. **Minimum Period of Service**

3.1 The initial Minimum Period of Service for the Services is 12 continuous months (or such other period as may be agreed by us and stated in the application form) from the commencement date as determined in accordance with paragraph 4.1 below. Upon the expiry of the initial Minimum Period of Service, the Services will be renewed automatically on a monthly basis unless either party gives the other party at least 30 days' written notice of termination prior to the expiry of the then current period.

3.2 In computing whether or not you have fulfilled the Minimum Period of Service, any period for which the Services are suspended or ceased will not be counted. If the Services are suspended or ceased and subsequently reactivated, the Minimum Period of Service will be automatically extended by such period of suspension or cessation.

3.3 If we agree to any changes to the Services as requested by you (including any upgrade to the Services) or the renewal of the Services, we are entitled to require the Minimum Period of Service to be re-commenced from the date the Services is changed or renewed.

4. **Duration of Services**

4.1 The Services under this Agreement will commence on the RFS date as notified by us to you in accordance with paragraph 2.2 above.

4.2 This Agreement will continue until terminated according to the provisions of this Agreement.

5. **Scope of the Services**

5.1 The Services include:

5.1.1 threat monitoring;

5.1.2 foreign investigation of malicious event(s); and

5.1.3 threat alerting.

5.2 We will provide the Services to you according to the particulars set out in the application form. We shall not be responsible if any of the particulars provided by you in the application form is incorrect, false and/or incomplete.

5.3 You may request us to change, from time to time, the particulars of the Services set out in the application form, subject to our written agreement and your payment of the prevailing administrative fee chargeable by us. If there is such change, the subscription Charges payable and the particulars of the Services will be amended accordingly. For the avoidance of doubt, you will continue to be liable for the payment of such revised subscription Charges pursuant to paragraph 8.1 below.

5.4 The Services depend on the interconnection between your network and our Network via the local and/or international leased circuit connection (as may be applicable). However, the Services do not include the provision of our local and international leased circuit connection. You shall be solely responsible at your own cost and expense (i) to procure and maintain the local and/or international leased circuit connection subscription (as may be applicable) with us; and (ii) for providing all equipment, hardware, software and power supply necessary to connect to and use the Service.

- 5.5 In addition, you acknowledge and agree that unless we otherwise agree in writing, we are not responsible for providing any support, technical or otherwise, to any of your networks or endpoints which are connected to or used in conjunction with the Services.
- 5.6 You acknowledge and agree that availability of the Services is subject to:
- 5.6.1 availability of resources, including availability of a suitable network infrastructure at the time at which the Services are requested or delivered;
 - 5.6.2 geographic and technical capacity of the Network and of our delivery systems at the time at which the Services are requested or delivered; and
 - 5.6.3 provisioning time for any equipment required by us to provide the Services.

6. **Privacy**

- 6.1 In order to operate and provide the Services, we may collect certain information about you and your endpoint. As part of the Services, we may also automatically upload information about your computer, your use of the Services and the performance of the Services.
- 6.2 We use and protect that information in accordance with our Data Protection Policy, which may be accessed at www.starhub.com. In particular, we may access or disclose information about you, including the content of your communications, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect our rights, properties or customers, including the enforcement of our agreements or policies governing your use of the Services; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of our employees, customers, or the public.

7. **Software**

- 7.1 You acknowledge and agree that some of the information used in connection with the Services is supplied to us by third parties and accordingly, we offer no warranty of whatever nature in relation to such information.
- 7.2 You further acknowledge and agree that third party software forms part of the Services.
- 7.3 You agree that the software is and will remain the property of the third party licensor or supplier at all times.
- 7.4 By installing the software, you shall be deemed to have accepted and agreed to all the terms and conditions of the prevailing end user software agreement as provided by the third party licensor or supplier.
- 7.5 The end user software agreement shall be a contract entered into between you and the third party licensor or supplier.
- 7.6 If you receive software from us as part of the Services, its use may be governed in one of two ways. First, if you are presented with licence terms that you must accept in order to use the software, those terms will apply. Second, if no licence is presented to you, the terms of this Agreement apply. We reserve all other rights to the software.
- 7.7 We may automatically check your version of the software. We may also automatically download to your computer upgrades to the software to update, enhance, and further develop the Services.
- 7.8 Any software we provide is licensed, not sold. Unless we notify you otherwise, the software licence ends when your Services end. You must then uninstall the software, or we may disable it. You must not work around any technical limitations in the software. You must not disassemble, decompile, or reverse engineer any software that is included in the Services, except and only to the extent that the applicable copyright law expressly permits.

8. Paying for the Services

- 8.1 You are liable to pay a recurring subscription Charge for the Services at the prevailing prescribed rate(s). You must pay the first month's recurring subscription Charge in advance. You will be billed for subsequent recurring subscription Charge at monthly intervals or such intervals as we may decide.
- 8.2 Billing and payment disputes that may be raised by you will be treated in accordance with our Business General Terms & Conditions.

9. No Warranty

- 9.1 In addition to paragraph 10 (Liability) of our Business General Terms & Conditions, we further caveat that we provide the Services "as is", "with all faults", and "as available". You agree that you use the Services or rely on any Content obtained through the Services at your sole risk. We do not guarantee the accuracy or timeliness of information available from the Services. You acknowledge that computer and telecommunications systems are not fault-free and occasional periods of downtime occur. We do not guarantee the Services will be uninterrupted, timely, secure, or error-free, or that data loss will not occur. To the fullest extent allowed by the law, we and our Affiliates, resellers, distributors, and vendors do not give any assurances, warranties (including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, and non-infringement), guarantees, or conditions, either express or implied, in relation to the Services (including the sale, use and/or support of the Services) or any Content obtained through the Services.

10. Liability

- 10.1 In addition to paragraph 10 (Liability) of our Business General Terms & Conditions, you cannot recover any other damages, including consequential, lost profits, special, indirect, incidental, or punitive damages.
- 10.2 We do not warrant that the Services supplied in conjunction herewith will meet your requirements. Given the nature and volume of malicious and unwanted electronic content, undesirable data or software and unauthorised users (e.g. hackers), you accept that neither we nor our licensors, resellers or suppliers warrant that any of the Services supplied by us (i) will be complete, free from errors or interruptions; (ii) will detect and/or address any or all malicious code, threats or vulnerability (including security threat or vulnerability); or (iii) will keep your network or computer systems completely secure, free from intrusions, security breaches, unauthorised access, vulnerabilities, viruses, malicious or unwanted electronic content. No oral or written information or advice given by us shall create any additional warranties or in any way increase the scope of our liabilities.
- 10.3 The limitations and exclusions apply to anything related to the Services and/or this Agreement, for example and without limitation, the following:
- 10.3.1 the Services;
 - 10.3.2 loss of data (whether partial or total);
 - 10.3.3 data corruption;
 - 10.3.4 Content on third-party websites, third-party programs, or third-party conduct accessed via the Services;
 - 10.3.5 viruses or other disabling features that affect your access to or use of the Services;
 - 10.3.6 incompatibility between the Services and other services, software, and hardware;
 - 10.3.7 delays or failures you may have in starting or completing transmissions or transactions in connection with the Services in an accurate or timely manner;
 - 10.3.8 claims for breach of contract; breach of warranty, guarantee or condition, strict liability, tort (including negligence or breach of statutory duty), and/or misrepresentation.

10.4 The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages.

11. Additions, Changes & Cancellations

11.1 Applications for additional Services or request for changes to be made to existing Services must be given to us in writing. Charges may be imposed for additions, changes and cancellations.

11.2 For upgrades to the Services, the Minimum Period of Service shall commence on the commencement date of your upgraded Service, unless otherwise specified.

11.3 Any downgrade of the Services requires our prior written approval. Any Service downgrades within the Minimum Period of Service shall be deemed as a termination of the Services and early termination Charges shall apply. You will have to pay the standard installation Charge of the Service that you have downgraded and the Minimum Period of Service commences on the commencement date of your downgraded Service, unless we specify otherwise.

11.4 If you cancel your application for the Services before the RFS date, you shall pay us the Charges specified in paragraph 2.5 above.

12. Ending and Suspending the Services

12.1 In addition to the rights either party may have against the other party under this Agreement for any antecedent breach of this Agreement and subject to the provisions of this paragraph 12, this Agreement or the Services hereunder may be terminated by either party giving at least 1 month's written notice to the other party.

12.2 If you give us notice that ends during the applicable Minimum Period of Service, you must immediately pay us the early termination Charges equivalent to the aggregate of the monthly recurring Charges for the remainder of the unfulfilled Minimum Period of Service.

12.3 If the Services or this Agreement are/is terminated pursuant to paragraph 12.4 or 12.5 below, you will compensate us for any damages or losses we may suffer because of the termination. In addition, if such termination occurs during the applicable Minimum Period of Service, you have to pay us the sums referred to in paragraph 12.2 above.

12.4 In the event of any of the following:

12.4.1 you breach any of the terms and conditions of this Agreement or any other agreement you have with us;

12.4.2 you become or are likely to become bankrupt or insolvent, or die;

12.4.3 you make any arrangement or composition with or assignment for the benefit of your creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of your assets;

12.4.4 the equivalent of any of the events referred to in paragraphs 12.4.2 and 12.4.3 above under the laws of any relevant jurisdiction occurs to you;

12.4.5 you provide incorrect, false, inaccurate or incomplete information to us;

12.4.6 the requirements of any relevant regulatory authority result in us having to stop providing the Services or to provide the Services in a manner which is unacceptable to us;

12.4.7 we believe you are likely to create imminent harm (such as interruption, disruption, congestion, signal leakage and any Unauthorised Act) to our Network or any third party's networks or systems or our provision of the Services, or defraud us, or are likely to create imminent harm or are abusive to our personnel; or

12.4.8 for any reason beyond our control (including loss of any licence, way-leave or easement, requirements of any governmental or regulatory authority or orders by the court and cessation or failure to deliver by a third party supplier) we are unable to provide the Services,

we may suspend or terminate all or any part of the Services or terminate this Agreement with 7 working days' notice (for paragraphs 12.4.1 and 12.4.5 above) or with immediate effect (for paragraphs 12.4.2, 12.4.3, 12.4.4, 12.4.6, 12.4.7 and 12.4.8 above) in each case without compensation to you, and without prejudice to our rights to damages for any antecedent breach by you of this Agreement. You may immediately contact our business helpdesk or our account manager to tell us why such suspension or termination should not occur. We will consider each case and where we deem appropriate, will not proceed with the suspension or termination of such account or take any other appropriate action where necessary.

- 12.5 If we suspect that you are using or allowing the Services to be used for fraud, misconduct or any other illegal or improper purpose, we will refer this to the relevant authorities and comply with directions or guidelines issued by them, without notice or reference to you.
- 12.6 If and when you make good any breach or default, we may restore any suspended or terminated Services after you have paid for any reinstallation, restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending or terminating the Services.
- 12.7 If the Services are terminated, all sums due, accruing due or payable to us in respect of the Services, up to the date of termination (including late payment Charges) will, upon the termination, become immediately due and payable to us.
- 12.8 In addition to paragraph 12.6 above, we reserve the right to charge you our prevailing reactivation Charges for reactivating any suspended Services. Reactivation of any Services is subject to our absolute discretion.
- 12.9 The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.

13. **Meanings**

This paragraph 13 sets out how certain words and phrases are used in this Agreement. Terms used but not defined in these Service Specific Terms & Conditions shall have the respective meanings given to them in the Business General Terms & Conditions.

What these words mean in this Agreement

- 13.1 "**RFS**" shall have the meaning set out in paragraph 2.2.
- 13.2 "**Service**" or "**Services**" refer to the Managed Endpoint Detection and Response Services provided by StarHub Ltd (Reg. No. 199802208C).