

**TELEKOMUNIKASI INDONESIA INTERNATIONAL PTE LTD  
GENERAL TERMS AND CONDITIONS FOR BUSINESS**

The General Terms and Conditions herein are only applicable for our business Customers and shall be read as one and complete binding instrument together with any Service Order Form duly executed by the Customer and Telin Singapore, and any other addenda, schedules, riders or exhibits attached thereto.

**1 DEFINITIONS**

For the purpose of this General Terms and Conditions (“General Terms”), except where the context otherwise requires, the following terms shall mean:

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| <b>Bill Start Date</b>          | shall mean the date on which the Service(s) are chargeable and which is the Ready for Service Date.   |
| <b>Confidential Information</b> | shall mean any documents, information, data which are, but not be limited to Telin Singapore’s: (a) business and financial information relating to Telin Singapore or its related entities; (b) business plans, pricing, methods, and practices; personnel, customers, and suppliers; inventions, processes, methods, concepts, products; specifications, drawings, sketches, models, samples, tools, computer programmes, technical information, or other related information; (c) any of Telin Singapore’s data centre layout plans, infrastructure, security protocols, services and any details or information relating to any of Telin Singapore’s data centre facilities; (d) any information or documentation developed by the Customer in connection with Telin Singapore’s Services subscribed by the Customer; (e) the terms of this Agreement; (f) any information which is marked “Confidential” or “Proprietary” or with words to similar effect; (g) any other information that would at law be considered secret or confidential information of Telin Singapore and/or any of Telin Singapore’s related entities; and (h) any information that by its nature would reasonably be considered to be confidential information (whether in tangible or intangible form). |
| <b>Contract</b>                 | shall collectively refer to the General Terms, the Specific Terms and Conditions, any Service Order Form duly executed by the Customer and Telin Singapore and any other addenda, schedules, riders, or exhibits attached thereto and/or incorporated by reference.   |
| <b>Customer</b>                 | shall refer to the entity that has entered into an agreement with Telin Singapore for the purpose of purchasing, subscribing, engaging and/or utilizing any of Telin Singapore’s Services.  |
| <b>Day</b>                      | shall mean calendar days unless otherwise set forth in this General Terms.  |
| <b>Force Majeure Event</b>      | shall mean an event resulting in any delay or failure in performance of any part of the Services, to the extent that the delay or failure in performance is caused by an event beyond the reasonable control of the Party whose performance is affected and could not have been avoided or corrected through the exercise of reasonable diligence, including but not limited to, acts of God, action by a governmental or regulatory authority, moratorium on any activities related to the Services and this General Terms, catastrophic incidents, labour dispute, flood, storm, earthquake, fire, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, explosions, power failure, water damage, terrorist acts, adverse weather conditions, blockage of means of transport or of supplies, national or local emergency, accidents, circumstances or conditions that render it unsafe or unreasonable for either Party’s personnel to travel to or to enter the affected site, unforeseen material or facility shortages or unavailability not caused by such Party’s failure to timely place orders.   |
| <b>Full Contract Value</b>      | shall mean the sum of the Monthly Recurring Charge, Service Fees, Additional Service Charges, one-time charges and the cost and expense incurred by Telin Singapore for provisioning the Service for the Customer for the Term.   |

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| <b>Handover Date</b>                     | shall mean the date the Services are ready and handed over to the Customer.  |
| <b>Insolvent</b>                         | in relation to the Customer, shall mean the appointment of or the application to a court for the appointment of a liquidator, or receiver, the entering into a scheme of arrangement or composition with or for the benefit of creditors generally, any reorganization, moratorium or other administration involving its creditors or any class of its creditors, a resolution or proposed resolution to wind up or liquidate the Customer, or the inability of the Customer to pay its debts as and when they fall due, or stops or suspends, or threatens to stop or suspend, payment of all or a material part of its debts or any similar circumstances of insolvency arising within the meaning of a Party's state of incorporation or any analogous provision in any relevant jurisdiction in which the Services are utilized or provided. |
| <b>Intellectual Property</b>             | shall mean the software, copyright, patents, trade mark, applications for the grant of any trademarks, trade names (being the name under which Telin Singapore offers the Service(s), designs (whether registered or otherwise), all internet domain names in connection with the Service(s), goodwill and know-how, being technical and other information or experience or trade secrets devised developed or acquired by Telin Singapore and applied in the provision of the Service(s) or any other intellectual property in whatsoever form, whether or not registered or registrable.   |
| <b>Monthly Recurring Charge</b>          | refers to the monthly charges that is payable by the Customer.   |
| <b>Party or Parties</b>                  | Party refers to the Customer or Telin Singapore and Parties refers to Customer and Telin Singapore collectively.   |
| <b>Premises</b>                          | refers to the location where the Service is located.   |
| <b>Ready for Service Date (RFS Date)</b> | shall mean the date of completion of installation, provisioning and/or testing (where applicable) of the Service by Telin Singapore which date will be notified to the Customer by Telin Singapore. The RFS Date shall be determined with due consideration of the RFS Date requested by the Customer in the Service Order Form but shall be ultimately determined by Telin Singapore.   |
| <b>Service</b>                           | shall mean each of the services subscribed by the Customer and to be performed by Telin Singapore as described in a Service Order Form or Schedule accepted by the Customer.   |
| <b>Service Level Agreement ("SLA")</b>   | shall refer to the product specific service level agreement agreed between Telin Singapore and the Customer as set out in the Schedules annexed to the respective agreements and/or Service Order Form signed between the Customer and Telin Singapore.  |
| <b>Service Order Form</b>                | shall mean the Service Order Form which describes further terms, conditions, specifications and pricing of the Services and completed and duly executed by the Customer for subscription of the Service.   |
| <b>Term</b>                              | shall have the meaning ascribed to it in Clause 3.   |

## **1.1 INTERPRETATION**

In this General Terms:

- (a) Headings shall not be used in interpretation.
- (b) Singulars include plurals and vice versa.
- (c) A reference to any of the words "include," "includes," or "including" are to be read as if followed by the words "without limitation" unless otherwise set forth in this General Terms.

## **2 SERVICE DESCRIPTION**

- 2.1 Telin Singapore shall deliver the Services on a non-exclusive basis and the Customer shall purchase the Services as per the specifications described in the Service Order Form. The Parties may by mutual agreement, add additional services by executing additional Service Order Forms and such additional executed Service Order Forms shall be binding and form one legal instrument.
- 2.2 Telin Singapore shall proceed with the provisioning and implementation of the Service PROVIDED THAT:
- (i) Telin Singapore has received from the Customer all necessary contractual documents and technical information that it deems necessary for service provisioning implementation;
  - (ii) a duly signed Service Order Form is received by Telin Singapore at least five (5) business Days from the date of issuance of the Service Order Form; and
  - (iii) the service provisioning is deemed technically feasible by Telin Singapore. In the event that Telin Singapore does not receive the signed Service Order Form at least five (5) business Days from the date of issuance of the Service Order Form, Telin Singapore shall have the right to revise the RFS Date. Unless otherwise agreed in writing, the Customer shall be responsible for arranging for all requisite equipment and/or facilities by the RFS Date and shall indemnify Telin Singapore for all cost and expense incurred by Telin Singapore for the Customer's failure to do so.

## **3 TERM AND RENEWAL**

Telin Singapore shall provide the Service commencing on the RFS Date or Handover Date (whichever is earlier) and continuing for the period set out in the Service Order Form ("Service Term"). There is no obligation for Telin Singapore to provide any Service until commencement of the Service Term. Upon the expiration of the Service Term, the Service shall be renewed automatically on a monthly basis unless terminated by either Party by providing at least sixty (60) Days written notice of its intention not to renew the Service prior to the end of the Service Term or any current renewal term.

## **4 SERVICE FEES AND CHARGES**

- 4.1 Telin Singapore shall invoice the Customer at the address indicated in the Service Order Form on a monthly basis in advance except for charges that are dependent on usage which shall be billed in arrears for: (i) the Service fees ("Service Fees") set forth in the applicable Service Order Form(s) (prorated for any partial month); and (ii) any other charges, including but not limited to installation or any other additional service charges set forth in the applicable Service Order Form or such other mutually agreed fees or charges applicable to the Service which have been reasonably incurred by Telin Singapore on behalf of Customer (collectively referred to as the "Additional Service Charges").
- 4.2 All Service Fees and Additional Service Charges are exclusive of any and all applicable taxes, including goods and services tax (or any other imposition of a like nature by whatever name called, at the prevailing rate), sales taxes, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority, all of which shall be the sole responsibility of Customer and paid promptly when due by the Customer. All undisputed amounts payable by Customer shall be made without any deduction, set-off or counterclaim and, except to the extent required by any law or regulation, free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. If Customer is required by any law or regulation to make any such deduction or withholding, Customer shall, together with the relevant payment, pay such additional amount as to ensure that Telin Singapore actually receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Customer shall make the required deduction or withholding and shall pay the amount so deducted or withheld to the relevant government authority and shall promptly provide Telin Singapore with evidence of such payment.

- 4.3 The Customer shall be deemed to have accepted an invoice if the Customer does not object to the invoice in writing within fourteen (14) Days of receipt of the invoice.
- 4.4 The Customer agrees that where applicable, it will obtain a tax exemption certificate in relation to Services provided, or charges levied.

## **5 DEPOSIT**

- 5.1 Where applicable, the Customer shall, upon execution of the respective agreement or the Customer's Service Order Form, whichever is earlier, furnish to Telin Singapore a deposit in the sum prescribed by Telin Singapore ("Deposit") to be held by Telin Singapore as security for the due observance and performance by the Customer of the Customer's covenants and conditions herein contained. If the Customer shall commit a breach of any of the provisions of this General Terms and the Customer did not cure such breach within seven (7) Days after receipt of notice of breach from Telin Singapore, Telin Singapore shall be entitled, but not obliged, to apply the Deposit or any part thereof or to deduct from the Deposit the loss or expense to Telin Singapore occasioned by such breach but without prejudice to any other remedy which Telin Singapore may be entitled. If any part of the Deposit shall be applied by Telin Singapore as aforesaid, the Customer shall within seven (7) Days of demand by Telin Singapore deposit with Telin Singapore the amount set-off by Telin Singapore from the Deposit.
- 5.2 Subject to the provisions of this General Terms, so long as the Customer shall duly observe and perform the Customer's covenants and conditions herein contained, Telin Singapore shall within sixty (60) Days after the expiry or sooner determination of the Services, refund to the Customer the Deposit free of interest less all costs and expenses deducted by Telin Singapore and provide to the Customer an itemized invoice of all costs and expenses deducted from the Deposit (if any).
- 5.3 The Customer shall not set-off the whole or any part of the Deposit against any Monthly Recurring Charge or other sums owing to Telin Singapore without the prior written consent of Telin Singapore.

## **6 PAYMENT**

- 6.1 Telin Singapore shall, on a monthly basis, invoice the Customer for the Service Fees and the Additional Service Charges due for the month commencing on the RFS Date or Handover Date (whichever is earlier). Unless otherwise set forth in the Service Order Form, the Service Fees and Additional Service Charges shall be payable in the currency detailed in the Service Order Form within thirty (30) Days from the invoice issue date. Notwithstanding the foregoing, if Customer, in good faith, disputes any portion of the Service Fees and/or Additional Services Charges then the undisputed amount of the invoice shall remain due and payable as provided for in this Clause and the payment of the disputed amount may be deferred pending the resolution of the dispute as per this Clause.
- 6.2 In the event the Customer in good faith raises any dispute concerning any invoiced amount, it shall present to Telin Singapore, in writing, the basis of the dispute and all evidence required to justify the dispute within fourteen (14) Days of receipt of the invoice and shall cooperate to resolve any and all disputes within fifteen (15) Days of the initial written notice. Should there be a failure to resolve the dispute within the said period, all the disputed amounts payable by the Customer and any further claims shall be resolved according to Clause 15.
- 6.3 Payment for the Service shall be remitted exclusively via wire transfer or in the manner prescribed in Telin Singapore's invoice to the Customer and all bank charges shall be payable by the Customer.
- 6.4 Without prejudice to the rights and remedies of Telin Singapore under this General Terms, Telin Singapore shall be entitled to charge interest for any amounts due that are not paid when due at the rate of 1.2% per month computed on a daily basis from the date on which such amount fall due for payment to the date on which such amount is paid in full to Telin Singapore. In addition, Telin Singapore may charge the Customer the costs incurred in collecting any amounts due for payment.

## 7 SUSPENSION AND TERMINATION

- 7.1 In addition to any other rights at law or in equity, Telin Singapore may immediately and without further notice, suspend the delivery of Service and/or terminate the Service in the event that the Customer: (i) fails to make any payment when due and fails to remedy such payment breach within fourteen (14) business Days after delivery of written notice from Telin Singapore; or (ii) becomes Insolvent; or (iii) commits a breach of any of the terms of this General Terms (other than a breach of the payment obligation as addressed in (i) above) and fails to remedy such breach within fourteen (14) Days after receipt of written notice thereof from Telin Singapore; or (iv) has its license or regulatory authorization to procure, use, or provide the Service revoked or terminated for any reason and is not otherwise legally entitled to continue to procure, use, or provide the Service in any way. In the event of any termination of Service pursuant to this Clause 7.1, the provisions under Clause 7.2 and 7.3 below shall apply.
- 7.2 Unless otherwise provided in the Service Order Form, the Customer may terminate a Service prior to the RFS Date of the Service PROVIDED THAT the Customer shall be obligated to pay Telin Singapore the Full Contract Value for the Service Term.
- 7.3 In the event the Service is terminated after the RFS Date, the Customer shall pay to Telin Singapore:
- (i) all Service Fees and Additional Service Charges for Services previously rendered and still unpaid;
  - (ii) the balance of the Full Contract Value for the remainder of the then-current Service Term or renewal term as applicable; and
  - (iii) where applicable, 100% of "Third Party Service" (as defined in any Service Order Form or SLA) costs, which costs are determined in said Third Party contract with Telin Singapore.
- 7.4 Telin Singapore may, without terminating a Service, immediately suspend the Service until further notice if:
- (i) it is obliged to do so to comply with an order, instruction or request of a Government agency, an emergency services organization, administrative, judicial authority or other competent administrative authority with apparent jurisdiction, or
  - (ii) it needs to maintain or upgrade its network and or facilities for emergency or scheduled maintenance as contemplated in the SLA, or
  - (iii) Customer's traffic patterns harm Telin Singapore's or its customers' network or facilities. If it is necessary for Telin Singapore to suspend the Service under the foregoing circumstances, it shall:
    - (a) provide reasonable notice to Customer which is reasonably possible under the circumstances, and such notice shall specify the timing or period of such suspension; and
    - (b) use all reasonable endeavors to minimize the duration and impact caused by such suspension as much as reasonably practicable under the circumstances. Furthermore, any suspension of Service by Telin Singapore or the Customer's breach of this General Terms shall not prevent Telin Singapore from claiming damages or losses from the Customer.
- 7.5 The Customer acknowledges and agrees that upon termination or earlier determination of the Service, the Customer shall remove all its equipment and property from the Premises. In the event that the Customer fails to do so, Telin Singapore shall be entitled to remove and dispose of the Customer's equipment in such manner and at such price as Telin Singapore may in its sole discretion decide without prior notice to the Customer, and without prejudice to the other rights and remedies of Telin Singapore. Telin Singapore shall be entitled to apply the proceeds of sale, if any, towards payment of all sums due and payable by the Customer to Telin Singapore, after deduction of all costs and expense relating to the removal, storage, sale and disposal of the Customer's equipment and property left at the Premises.

Thereafter, any balance from the sale proceeds shall be held for the Customer by Telin Singapore. The Customer shall pay all outstanding sums owed to Telin Singapore within seven (7) Days of demand in the event that there are no sale proceeds or the sale proceeds are insufficient to offset the outstanding sums owed to Telin Singapore. The Customer shall indemnify Telin Singapore against all liability incurred by it to any third party for property sold by Telin Singapore in the bona fide mistaken belief (which shall be presumed unless proven to the contrary) that such property belonged to the Customer and was liable to be dealt with as such pursuant to this Clause.

## 8 EQUIPMENT AND ACCESS TO CUSTOMER SITE

- 8.1 For the completion of the Service, Telin Singapore may have to deliver, install, and maintain equipment ("Equipment") on the Customer's site(s). Unless explicitly sold to the Customer, the Equipment remains the exclusive property of Telin Singapore and shall be returned to Telin Singapore immediately upon request in the same condition as it was initially provided, fair wear and tear excepted. Customer shall be responsible for the protection of such Equipment from loss, theft, damage, or destruction of any kind while in its possession and shall bear all such risks with respect to the Equipment until it is returned to Telin Singapore. In the event such Equipment is defective or not working through no fault of the Customer, Telin Singapore shall, at its sole discretion, replace or repair any such Equipment, at its expense.
- 8.2 Customer shall at its own expense obtain such consent, authorization or approvals as may be required by Telin Singapore (including its employees and authorized contractors) to enter the Customer's sites and to allow Telin Singapore to access, bring upon, install, store, use, maintain and service Telin Singapore's Equipment on the Customer's site(s). For the avoidance of doubt, it is hereby agreed by the Parties that any delay by the Customer in obtaining any such consents or authorizations required under this Clause may delay the performance of Telin Singapore's obligations for the provision of the Service without liability being incurred by Telin Singapore. Customer shall be responsible for any costs incurred by Telin Singapore in respect of any such delays, where such costs are related to or arise out of the delay caused by Customer.

## 9 CUSTOMER'S OBLIGATIONS

- 9.1 **Health & Safety:** The Customer shall ensure that health and safety practices are a top priority and provide all Customer's personnel with adequate training and supervision. Health and safety practices have to be vigilantly and consistently applied by all Customer's personnel in the conduct of their duties to ensure the health and safety of all personnel, Telin Singapore's employees, customers, agents visitors, occupants, contractors and workers in the Premises.
- 9.2 **Compliance:** The Customer shall ensure compliance with all Telin Singapore's rules and regulations, policies and procedures or such other guidelines as may be advised by Telin Singapore to the Customer from time to time in respect of the Service prescribed by the Customer.

## 10 LIMITATION OF LIABILITY

- 10.1 Save for any statutory provision under the applicable laws and any indemnification obligations under this General Terms, in no event shall Telin Singapore be liable to the Customer for loss of business or profits, loss of customers, loss of data or information, or consequential, special or indirect losses or damages sustained by the Customer or any third parties in using the Service howsoever arising and whether under contract, tort or otherwise (including, without limitation, third party claims, cost of substitute performance, equipment or services and downtime costs, or damage to reputation or goodwill). Furthermore, the entire liability of Telin Singapore in contract, tort or otherwise including any liability for negligence howsoever arising out of or in connection with the performance of Telin Singapore's obligations for any claim, loss, expense, or damage under any agreement shall in no event (other than with respect to payment obligations by the Customer for the Service as set forth in the Service Order Form) exceed the sum payable by the Customer to Telin Singapore for the respective Service which gives rise to the claim during the prior twelve (12) month period.

10.2 Except as otherwise set forth in this General Terms, Telin Singapore makes no warranties, representations or other agreements, express or implied with respect to the Service, including, but not limited to, the implied warranties or conditions of, merchantability, satisfactory quality or fitness for a particular purpose.

10.3 Where service level credits or rights to terminate a service are specified in the Service Order Form or Service Level Agreement, such remedy will be Customer's sole and exclusive remedy against Telin Singapore in respect of the relevant failure in Service performance and the Parties agree that any service level credits or termination rights constitute liquidated damages which represent a genuine estimate of Customer's loss.

## **11 INDEMNITY**

11.1 The Customer shall indemnify and hold harmless Telin Singapore from and against all liabilities, claims, damages, losses, judgments (including but not limited to legal costs on a full indemnity basis), costs and expenses of any nature whatsoever or causes of action arising out of or in connection with the Services or this General Terms suffered or may be suffered by Telin Singapore arising out of or in connection with the negligence or default or breach of the Services or of any of the provisions of this General Terms for bodily injury (including death) or damage to tangible property caused by the negligence or wilful misconduct of the Customer, its employees, agents, or invitees.

## **12 INSURANCE**

12.1 The Customer undertakes to take out and maintain appropriate insurance against any loss, damage, claims or actions arising out of the performance by it of its obligations under its agreement with Telin Singapore. The Customer shall ensure that it has (i) a comprehensive public liability insurance policy with a reputable insurance company against claims for personal injury, death or property damage or loss arising out of or in connection with the Customer's use of the Services for a sum of not less than S\$3 million (or such other amount as may be specified by Telin Singapore from time to time) in respect of any one (1) occurrence without limit on the number of claims; and (ii) adequate all risks insurance policy with a reputable insurance company on the Customer property in the Premises against loss or damage by fire flood water damage or discharge from the sprinkler system. The Customer shall bear the full cost of all deductibles payable for any insurance claim under the insurance policies.

## **13 CONFIDENTIALITY**

13.1 The Customer hereby agrees that if Telin Singapore provides confidential or proprietary information to the Customer, such Confidential Information shall be held in the strictest of confidence and the Customer shall afford such Confidential Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall not be less than reasonable care) to avoid disclosure to or unauthorized use by any third party.

13.3 The Customer may:

- (i) disclose Confidential Information to its employees, agents, and legal, financial, and accounting advisors (including its lenders and other financiers) to the extent necessary or appropriate in its obtaining of financing; provided, however, that is notified of the confidential and proprietary nature of such Confidential Information and is subject to and agrees to be bound by similar restrictions on its use and disclosure;
- (ii) disclose Confidential Information which is required to be disclosed pursuant to any applicable law, competent governmental or statutory authority, provided that the Customer shall first consult with Telin Singapore to the extent practicable having regard to these obligations about the form and content of the disclosure and must ensure that all permitted disclosures are kept confidential;

(iii) disclose Confidential Information which is required to be disclosed pursuant to any legal process issued by any court or tribunal whether in Singapore or elsewhere or in connection with any legal proceedings between the Customer and Telin Singapore; and

(iv) shall not be liable for the disclosure of any Confidential Information which is in or later enters the public domain, other than by reason of any breach, default or wilful or negligent act or omission of either the Customer or Telin Singapore or any of its personnel and/or subcontractor.

13.4 Upon request, the Customer shall immediately return to Telin Singapore any or all of Telin Singapore's Confidential Information, or destroy or delete the same where so directed by Telin Singapore.

## **14 INTELLECTUAL PROPERTY**

14.1 All legal and beneficial rights in Telin Singapore's Intellectual Property which Telin Singapore provides to the Customer for the purposes of using the Service(s) will remain at all times the property of Telin Singapore.

14.2 Telin Singapore grants the Customer a non-exclusive, non-transferable license to use such Intellectual Property for the sole purpose of using the Service(s).

14.3 The Customer shall not reproduce, modify, adapt, translate, reverse engineer or disassemble any software or any part of the Intellectual Property.

## **15 GOVERNING LAW AND JURISDICTION**

15.1 Unless different provisions are contained in the Service Order Form, this General Terms is governed by and construed in accordance with the laws of the Republic of Singapore.

15.2 Any dispute arising out of or in connection with this General Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator and the language of the arbitration shall be English.

## **16 FORCE MAJEURE**

Neither the Customer nor Telin Singapore shall be in default if and to the extent that any delay in such Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay. The Party claiming relief under this Clause shall promptly notify the other in writing of the existence of the Force Majeure Event relied on, the anticipated length of delay, the cause of the delay and a timetable by which any remedial measures will be implemented.

If the Force Majeure Event is not remedied within one (1) month of the occurrence of the Force Majeure Event, either Party may terminate the Service upon providing written notice thereof to the other Party.

## **17 SEVERABILITY AND WAIVER**

If any part or any provision of this General Terms is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this General Terms. No waiver by Telin Singapore to any provisions of this General Terms shall be binding unless made in writing.



## **18 MISCELLANEOUS**

- 18.1 Telin Singapore shall be entitled to transfer (by way of novation or assignment) all its rights and interests in the performance of the Service(s).
- 18.2 Th Customer may not assign or transfer its rights or obligations under the Service(s) subscribed, in whole or in part without the prior written consent of Telin Singapore, which consent shall not be unreasonably withheld or delayed.
- 18.4 The Customer shall comply with all applicable laws with respect to the Service(s) and represents and covenants that it shall not use the Service(s) in any manner or for any purpose which constitutes a violation of the laws or regulations of any jurisdiction in which the Service(s) are being provided and/or utilised.
- 18.6 The Customer represents and warrants that the person(s) executing the Service Order Form and any other addenda, schedules, riders or exhibits (or any amendments or changes thereto) on its behalf is a duly authorised representative.

## **19 NOTICES**

All notices and communications to a Party shall be in writing and personally delivered or sent by overnight delivery service (at sender's expense) to such Party's address designated in the Service Order Form or sent via facsimile or e-mail to the facsimile number or e-mail designated for such Party in the Service Order Form.

## **20 ENTIRE GENERAL TERMS AND CONDITIONS**

This General Terms, the Service Order Forms, Schedules, Addenda and/or other terms otherwise agreed in writing between the Customer and Telin Singapore, constitute the entire agreement between the Parties and supersedes and cancels all prior agreements, negotiations or commitments made by either Party whether written or oral, with respect to the specific Service(s) provided and may only be modified if such modification is in writing and signed by a duly authorized representative of each Party.

## **21 CONFLICT OR INCONCISTENCY**

In case of any ambiguity or conflict between the Contract, such ambiguity or conflict shall be resolved by the following order of precedence:

- i. Service Order Form;
- ii. Specific Terms and Conditions and its Appendices;
- iii. Such other schedule or exhibit expressly incorporated as part of the Contract and executed by the Parties; and
- iv. General Terms.

## **22 THIRD PARTY RIGHTS**

A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of the Contract.

**END**