

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

STARHUB M2M SERVICES

These are our Service Specific Terms & Conditions for StarHub M2M Services, 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 In order to be eligible for the Services, you must not have any outstanding accounts with us and/or our Affiliates that are due and owing to us and/or our Affiliates.
- 1.2 In order to be eligible for the M2M Service Plans, you must place a starting order with at least 20 SIM cards.
- 1.3 We may choose not to accept your application at our discretion.

2. Providing the Services

- 2.1 The provision of the Services will be subject to our prevailing Network coverage, Service availability, availability of all necessary resources, and where relevant, the procurement of all necessary permissions and approvals.

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 or the written agreement between us) from the M2M Service Plan activation date. Upon the expiry of the initial Minimum Period of Service, the Services will be renewed automatically on a monthly basis on the same terms and conditions (except for the Charges, which shall be based on our prevailing tariffs unless we otherwise agree in writing) 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 is 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 are changed or renewed.

4. Using the Services

- 4.1 You can only use the Services for your own business use.
- 4.2 The Services shall be used for M2M applications or solutions. It cannot be used with laptops, tablet PCs, mobile phones or similar devices or with routers to link such devices.
- 4.3 Your use of the Services constitutes your agreement to these terms and conditions.

5. Your Responsibilities

- 5.1 In addition to your responsibilities under the Business General Terms & Conditions, you agree:
 - 5.1.1 to be responsible for the initial and ongoing provision, installation, configuration, operation, support and maintenance of all M2M Devices;

- 5.1.2 to provide us with all required activation information for the Services as may be prescribed by us; and
- 5.1.3 to assume full responsibility and risk of loss resulting from your use of files, information, communications, content or other material accessed through or obtained through the use of the Services.

6. **Our Responsibilities**

- 6.1 In addition to our responsibilities under the Business General Terms & Conditions, you agree that:
 - 6.1.1 we will make reasonable efforts to complete a Message Delivery;
 - 6.1.2 if, in our sole judgment, we believe that a condition that requires the transmission of a Data Message does not exist, we shall not be responsible to transmit such Data Message and shall have no liability for not transmitting such Data Message;
 - 6.1.3 if, in our sole judgment, you send excessive Data Messages, we shall have the right to immediately stop transmitting Data Messages and to de-activate any such M2M Device and shall have no liability for not transmitting such Data Messages and/or de-activating any such M2M Device. In such event, we will make reasonable efforts to notify you; and
 - 6.1.4 we shall not be responsible and shall have no direct or indirect liability for any false, incomplete or incorrect messages.

7. **Charges for the Services**

- 7.1 The Charges for the Services have been provided in the quotation you accepted.
- 7.2 The Charges include:
 - 7.2.1 SIM card fee, which consists of the Charges for supplying normal or M2M SIM cards for your M2M Devices;
 - 7.2.2 Service access fee, which is levied from activation date to termination date, including the period where the M2M Devices have been put to suspended (or temporary de-activated) state;
 - 7.2.3 M2M Service Plans, which include:
 - 7.2.3.1 standalone local data or SMS packs;
 - 7.2.3.2 pooled local data or SMS packs;
 - 7.2.3.3 stepped local data packs; and
 - 7.2.3.4 pay-per-use local, overseas, IDD and roaming data, SMS or outgoing voice calls; and
 - 7.2.4 APN Fee, which is levied when you subscribe for dedicated (or corporate) APN with static or dynamic IP address for your data Services.
- 7.3 Monthly recurring Charges are pro-rated on the month of the activation of the Services. Charges are not pro-rated on the month of the termination of the Services. For the avoidance of doubt, you will be billed the full Charges in the month of the termination of the Services.
- 7.4 Where no quotation was signed, the Charges in the application form shall apply. Where there is any ambiguity, our standard M2M Charges shall still apply. In the event of any conflict or inconsistency between the terms and conditions in the quotation and these terms and conditions, the latter shall prevail.

8. Management of your Services

- 8.1 You will manage your Services through the M2M Service Manager. Your administrators will be given user login accounts to access the portal. You are responsible for ensuring that the user login information is secured and the accounts are deactivated when your administrators leave your organisation. You may edit, create or delete your organisation's user login accounts via the M2M Service Manager.
- 8.2 You and your administrators shall be bound by the end-user licensing agreement on the M2M Service Manager.
- 8.3 The M2M Service Manager allows you to do the following functions:
- 8.3.1 provision the Services for the M2M Devices, which includes activation, suspension and termination of the Services;
 - 8.3.2 decide on the M2M Service Plans for each of your M2M Devices. You may activate the M2M Service Plans made eligible to you and switch the M2M Service Plans for your M2M Devices;
 - 8.3.3 manage your SIM card inventory and select SIM cards to activate from the stock under your account at any time;
 - 8.3.4 monitor daily and monthly data usage for your M2M Devices;
 - 8.3.5 receive email alerts for daily and monthly data and SMS threshold limits set on individual SIM cards; and
 - 8.3.6 find out if your M2M Devices are connected to our Network in real-time.
- 8.4 We will conduct 1 training session for your administrators when you first subscribe for the Services. If re-training is required, you may send your administrators to join in the periodic training sessions for new administrators.
- 8.5 We have the rights to change, add or remove features and functions on the M2M Service Manager without notice to you. Where changes or new features or functions have been made, we will endeavour to announce it via (i) the M2M Service Manager's News section on your dashboard; or (ii) email to your administrators.

9. Trial Services

- 9.1 We may offer trial use of the Services. The trial Services include access to the M2M Service Manager and a number of free normal or M2M SIM cards with data, SMS and outgoing voice calls ("**free bundle**") for a limited period of time as notified by us in writing.
- 9.2 The trial Services are only available for SIM cards in test state.
- 9.3 Once the SIM card has exceeded the data, SMS or voice calls in the free bundle, the SIM card state will automatically change from test to active and the standard prevailing Charges shall apply for the excess usage.
- 9.4 If you did not consume the free bundle, the SIM card state will automatically change from 'test' to 'ready' at the end of the trial period. No additional Charges will be levied until the activation date of the SIM card.
- 9.5 Unless otherwise notified by us, you may use the free SIM cards after the trial period.

10. Ending the Services

- 10.1 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 this paragraph 10, this Agreement or the Services hereunder may be terminated by either party giving at least 30 days' written notice to the other party.
- 10.2 If you give us notice to terminate the Services (whether in whole or in part) that ends prior to the activation date or during the applicable Minimum Period of Service pursuant to paragraph 10.1 above or if we terminate the Services (whether in whole or in part) or this Agreement during the applicable Minimum Period of Service due to your default:
- 10.2.1 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; and
- 10.2.2 you will compensate us for any damages or losses we may suffer because of the early termination, including any and all discounts, subsidies and/or waivers we may have offered you.
- 10.3 Upon the termination or cancellation of this Agreement for any reason, we shall have the right to immediately stop receiving and transmitting Data Messages to and from all your M2M Devices without notice to you.

11. Meanings

This paragraph 11 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

- 11.1.1 "**Data Message**" refers to the sending and receiving of data (transmitted via GPRS, 3G, 4G or NB-IoT) and SMS, and voice calls made from the M2M Devices.
- 11.1.2 "**free bundle**" shall have the meaning set out in paragraph 9.1.
- 11.1.3 "**M2M**" means machine-to-machine, and refers to technologies that allow both wireless and wired systems to communicate with other devices without direct human control or input.
- 11.1.4 "**M2M Devices**" are the devices capable of transmitting data or information for the Services as provided and maintained by you.
- 11.1.5 "**M2M Service Manager**" refers to the service management portal whereby you may manage your M2M Device.
- 11.1.6 "**M2M Service Plans**" refer to the service plan which was activated from the M2M service management portal.
- 11.1.7 "**Message Delivery**" means the complete transmission of data or SMS, or connection of the device originating (outgoing) voice calls to the recipient service number.
- 11.1.8 "**Services**" refer to the provision of our M2M telecommunications services provisioned by StarHub Mobile Pte Ltd (company registration number 200000646C).