

## STARHUB'S SERVICE SPECIFIC TERMS AND CONDITIONS

### NETIQUETTE

These are our Service Specific Terms & Conditions for the provision of the Netiquette Accounting Management Solution ("**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. **Minimum Period of Service**

- 1.1 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. 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.
- 1.2 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.
- 1.3 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.

#### 2. **Solution Provider**

- 2.1 You agree that Netiquette Software Pte Ltd ("**Netiquette**") is the third-party licensor of the Netiquette Accounting Management Solution.

#### 3. **Service Levels**

- 3.1 For Service fault-related matters, you may contact our 24 x 7 Managed Services Operation Centre at 1800-788-1188 or email us at [managementservices@starhub.com](mailto:managementservices@starhub.com).

#### 4. **Data Ownership**

- 4.1 You shall own all rights, title and interest in and to all of the Client Data and shall be solely responsible for the legality, reliability, integrity, accuracy and quality of the Client Data.
- 4.2 If any Client Data is lost or damaged, your sole and exclusive remedy shall be for Netiquette to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Netiquette in accordance with Netiquette's archiving procedure. Netiquette shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by Netiquette to perform services related to Client Data maintenance and back-up).

#### 5. **Liability**

- 5.1 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 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 Netiquette do not give any assurances, guarantees, or warranties (including any warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement), either express or implied, in relation to the Services or any Content obtained through the Services. No advice or information, whether oral or written, obtained by you from us or through the Service will create any warranty that is not expressly given in this Agreement.

6. **Ending the Services**

- 6.1 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 6, this Agreement or the Services hereunder may be terminated by either party giving at least 30 days' written notice to the other party.
- 6.2 If you give us notice that ends during the applicable Minimum Period of Service pursuant to paragraph 6.1 above, you shall be liable:
- 6.2.1 for the early termination Charges equivalent to the aggregate of the monthly recurring Charges for the Services on a per user licence basis for the remainder of the unfulfilled Minimum Period of Service;
  - 6.2.2 to pay or refund us a sum of moneys equal to any and all discounts, subsidies, waivers and rebates given by us to you up to the date of termination; and
  - 6.2.3 for all claims, damages, losses and liabilities which we may suffer because of the early termination, including any and all unrecoverable costs imposed on us by a third party relating to the early termination.
- 6.3 If you fail to pay us any moneys due to us under this Agreement by the due date of the relevant invoice, we shall be entitled to suspend or terminate the Services by giving you 1 day's written notice.

7. **Meanings**

This paragraph 7 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**

- 7.1 "**Client Data**" refers to data belonging to you in relation to the Software, including your login ID, the number of users using the Netiquette Software, the product(s) which you have subscribed to, and the price(s) you have paid for the Services.
- 7.2 "**Netiquette**" shall have the meaning set out in paragraph 2.1.
- 7.3 "**Netiquette Software**" refers to the Netiquette Accounting Management System.
- 7.4 "**Services**" shall have the meaning set out in the preamble.