

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

SMARTSECURE SYMANTEC END POINT PROTECTION CLOUD SERVICES

These are our Service Specific Terms & Conditions for SmartSecure Symantec End Point Protection Cloud Services ("**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 24 continuous months (or such other period as may be agreed by us and stated in the application form) from the ready for service ("**RFS**") date. Upon the expiry of the initial Minimum Period of Service, the Services will be renewed automatically for successive periods of 12 consecutive months each (based on the same terms and conditions except for the Charges, which shall be based on our then prevailing/current Charges for the Services), 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 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.
- 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. Scope of the Services

- 2.1 We will provide the Services to you according to the particulars set out in the installation guides for the Services on the StarHub website at www.starhub.com/smartsecure. We shall not be responsible if any of the particulars provided by you in the application form is incorrect, false and/or incomplete.
- 2.2 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.
- 2.3 The Service is dependent on your internet connectivity, which may or may not be provided by us. You shall be solely responsible at your own cost and expense to procure and maintain the necessary internet connectivity. You shall be solely responsible for paying your internet access provider in addition to the Charges incurred for the Services. You shall be solely responsible for all access-related Charges. We will not reimburse you for such Charges.
- 2.4 In addition, we shall not be responsible for your internet connectivity. We shall not be responsible for providing any support, whether technical or otherwise, to any third party service or network(s) which is/are connected to or used in conjunction with any part of the Services.
- 2.5 You acknowledge and agree that availability of the Services is subject to:
 - 2.5.1 availability of resources, including network availability and our area of coverage at the time at which the Services are requested or delivered; and/or
 - 2.5.2 provisioning time for the Services. Such provisioning time will be determined or changed by us in our discretion without liability to you.

3. MINIMUM REQUIREMENTS AND Using the Services

- 3.1 In order to use the Services, you must meet certain minimum requirements (including the operating environment and operating system software) set out at <https://www.symantec.com/products/endpoint-protection-cloud> or as we may notify you from time to time.
- 3.2 When using the Services, you must comply with all the terms and conditions of this Agreement, all applicable laws and policies and codes of conduct.
- 3.3 By using the Services, you shall be deemed to have accepted all the terms and conditions of this Agreement.
- 3.4 You acknowledge and agree that this is a third party service (namely, Symantec's, as purchased from Ingram Micro) and you agree to abide by all Symantec's prevailing and applicable terms and conditions and policies as set out at <https://www.symantec.com/about/legal/repository?prod=endpoint-protection-cloud&lang=us>, including the Symantec Software License Agreement, which you must accept in order to commence the Service.
- 3.5 You must not damage, disable, overburden, or impair the Services (or any network connected to the Services), resell or redistribute the Services or any part of it, use any unauthorised means to modify, reroute, or gain access to the Services or attempt to carry out these activities, or use any automated process or service (such as a bot, a spider, periodic caching of information stored by Symantec and/or Ingram Micro, or meta searching) to access or use the Services.
- 3.6 You represent and warrant that you have all the necessary rights to any and all data, software programs or services that you use in connection with the Services and that such activities do not infringe the intellectual property or other proprietary rights of any third party.
- 3.7 You agree to access or use the Services (a) without violating the rights of any third party or subjecting us to any other obligations to you or any third party; and (b) solely in a manner that complies with all applicable laws and regulations.

4. Your Service account, associated accounts, and accounts from third parties

- 4.1 Only you may use your Service account. You must keep your accounts and passwords confidential and not authorise any third party to access or use the Services on your behalf, unless we provide an approved mechanism for that. You must contact us immediately if you suspect misuse of your accounts or any security breach in the Services. For some parts of the Services, you may be able to set up additional accounts that are dependent on your account ("**associated accounts**"). You are solely responsible for all activity that takes place with your Service account and any associated accounts.
- 4.2 If you use an associated account, you acknowledge that the holder of the Service account has full control over your associated account. If a third party such as an Internet service provider, employer, or school provided you with your Service account, that party has all rights to your Service account and may manage your Service account, reset your password or suspend or cancel your Service account, view your Service account's usage and profile data, including how and when your Service account is used, and read or store content in your Service account, including electronic communications, contact lists, and other information.

5. Privacy

- 5.1 In order to operate and provide the Services, we collect certain information about you and disclose such information to Symantec and/or Ingram Micro for their use in the operation, development and maintenance of the Service including (a) to generate statistical reports and analysis about use of the Services (including analysis related to security trends and data patterns, and comparisons in Symantec's and/or Ingram Micro's aggregated install base) (collectively "**Reports**"); (b) for internal research and development (e.g., improving Symantec's and/or Ingram Micro's products and services or

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the detection of malware); (c) for providing general security related services or research; (d) as provided in the applicable Symantec and/or Ingram Micro privacy statements; or (e) as required by applicable laws, regulations or judicial process. 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.

- 5.2 We use and protect that information in accordance with our privacy policy, which may be accessed at <http://www.starhub.com/pdpp>. 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 the rights and/or property of us and/or our 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.

6. Software

- 6.1 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.
- 6.2 You further acknowledge and agree that third party software forms part of the Services.
- 6.3 You agree that the software is and will remain the property of the third party licensor or supplier at all times.
- 6.4 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.
- 6.5 The end user software agreement shall be a contract entered into between you and the third party licensor or supplier.
- 6.6 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.
- 6.7 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.
- 6.8 The Services may be subject to applicable U.S. export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Services. These laws include restrictions on destinations, end users, and end use. In addition, you may not transfer the software or service without the U.S. government's permission to anyone on the U.S. government's exclusion lists. You represent and warrant that you are not on any of those lists or under the control of or an agent for anyone on those lists or the entities listed in the website. You are on notice of the information published by Symantec on <http://www.symantec.com/about/profile/policies/legal.jsp> or successor website, and will comply with the foregoing and with such further export restrictions that may govern the Service as specified by Symantec.

7. Support

- 7.1 We will provide you 24 x 7 customer support for the Services through our Business Helpdesk and during such hours that the Business Helpdesk is in operation.

8. Paying for the Services

- 8.1 You are liable to pay a recurring subscription Charge for the Service at the prevailing prescribed rate(s). You will be billed in advance for the 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. Additional Charges

- 9.1 In addition to the Charges that you pay for the Services, you may incur other Charges incidental to using the Services, for example, Charges for Internet access, text messaging, or other data transmission Charges.

10. Liability

- 10.1 In addition to paragraph 10 (Liability) of our Business General Terms & Conditions, we further caveat that the Services (including any installation or support Services) are provided on an "as is", "with all faults", and "as available" basis. 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, error-free or that we will correct all defects or prevent third party disruptions or unauthorised third-party access. To the fullest extent allowed by the law, we 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. In the event that you test the beta version of an online service, you acknowledge that the beta online service is untested, preliminary in form and/or in a test environment. The beta online service is provided "as is" with no warranties or representations whatsoever. The terms of the service level agreement (if any) shall not apply to any beta online services.
- 10.2 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.
- 10.3 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) or misrepresentation.

11. Additions, Changes & Cancellations

- 11.1 We may change the Services or delete features at any time for any reason. A particular Service may be a pre-release version (for example, a beta) and may not work correctly or in the way a final version might work. We may significantly change the final version or decide not to release a final version.

12. Ending the Services

- 12.1 This Agreement or the Services hereunder may be terminated by either party giving at least 30 days' written notice to the other party.
- 12.2 If you fail to pay us any money 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.

13. Other Legal Matters

13.1 Indemnity

- 13.1.1 You agree, at our request, to defend and indemnify us, Symantec and Ingram Micro and hold us, Symantec and Ingram Micro harmless from any and all claims, damages, actions, losses, liabilities, costs, demands, fines and expenses that us and/or Symantec and/or Ingram Micro may incur as a result of (a) any breach by you of the "Symantec Acceptable use of Online Services"; (b) your unauthorised use of the Services in a manner not contemplated by our description of the Services; or (c) any claim by a third party, including any regulatory authority, relating to your content.

13.2 Meanings

This paragraph 13.2 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.

- 13.2.1 "**associated accounts**" shall have the meaning set out in paragraph 4.1.
- 13.2.2 "**Reports**" shall have the meaning set out in paragraph 5.1.
- 13.2.3 "**Services**" shall have the meaning set out in the preamble.
- 13.2.4 "**RFS**" shall have the meaning set out in paragraph 1.1.