

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS**SME CYBER ESSENTIALS**

These SME Cyber Essentials Service Specific Terms & Conditions ("Service Specific Terms") set out the basis on which StarHub will provide the SME Cyber Essentials service to the Customer.

These Service Specific Terms shall be read together with StarHub's Business General Terms & Conditions, the applicable Service Application Form, quotation, proposal, order form and any other written terms agreed between StarHub and the Customer.

Unless otherwise defined in these Service Specific Terms, capitalised terms used herein shall have the meanings given to them in StarHub's Business General Terms & Conditions.

If there is any conflict or inconsistency between the documents, the order of precedence shall be: (i) any other terms and conditions agreed between StarHub and the Customer in writing; (ii) the applicable Service Specific Terms & Conditions; and (iii) StarHub's Business General Terms & Conditions. If such construction does not resolve the conflict or inconsistency, the conflict or inconsistency shall be resolved in StarHub's favour.

The Customer acknowledges that the SME Cyber Essentials service may be delivered by StarHub with the assistance of StrongKeep and/or other Service Providers, vendors, licensors, contractors or subcontractors.

1. Definitions and Interpretation

1.1. In these Service Specific Terms, the following words and expressions shall have the following meanings:

- 1.1.1. "Agreement" means the Service Application Form, these Service Specific Terms, StarHub's Business General Terms & Conditions, and any quotation, proposal, statement of work, service description or other written agreement agreed between StarHub and the Customer.
- 1.1.2. "Business Hours" means Monday to Friday, excluding Singapore public holidays, from 9.00am to 6.00pm in Singapore, unless otherwise agreed in writing.
- 1.1.3. "Customer", "you" and "your" mean the company, business, partnership or organisation that subscribes for or uses the SME Cyber Essentials Service.
- 1.1.4. "Customer Environment" means the Customer's information technology environment, including its devices, endpoints, users, applications, cloud services, email platforms, domains, networks, internet connectivity, identity systems, security tools, policies, processes, data and related systems.
- 1.1.5. "Service" or "SME Cyber Essentials Service" means the cyber hygiene, cyber essentials, cyber risk review, guidance, dashboard, reporting, advisory, enablement or related services provided or made available by StarHub, with assistance from StrongKeep and/or other Service Providers, as described in the applicable Service Application Form, quotation, proposal or service description.
- 1.1.6. "Service Commencement" or "Start Date" means the date on which the Service is activated, provisioned, made available, first performed, or deemed ready for use by the Customer, whichever is earlier.
- 1.1.7. "Service Provider" means StrongKeep and any other third-party vendor, licensor, distributor,

cloud service provider, contractor, subcontractor, software provider or supplier used by StarHub in connection with the Service.

1.1.8. "StrongKeep" means the provider or delivery partner engaged in connection with the SME Cyber Essentials Service, or such other replacement or additional provider as StarHub may appoint from time to time.

1.2. Words importing the singular include the plural and vice versa. Headings are for convenience only and do not affect interpretation. References to "include", "includes" and "including" shall be deemed to be followed by "without limitation".

2. Terms of Service

2.1. StarHub agrees to provide, and the Customer agrees to take and pay for, the SME Cyber Essentials Service as set out in the Service Application Form, quotation, proposal, order form or other written agreement between the parties.

2.2. The Customer acknowledges that the Service is intended to help improve cyber hygiene and cyber readiness for SMEs, but it is not a guarantee that the Customer will satisfy any law, regulation, certification, insurance, audit or third-party requirement.

2.3. The Service may be provided through or with the assistance of StrongKeep and other Service Providers. The Customer agrees that the Service may be subject to applicable Service Provider terms, licence restrictions, acceptable use policies, technical limitations, service descriptions and platform requirements.

2.4. The Service is intended to identify, guide, support or improve baseline cybersecurity practices, but it does not guarantee that all risks, vulnerabilities, misconfigurations, attacks, malware, phishing attempts, unauthorised access, data loss, fraud, business interruption or security incidents will be detected, prevented, remediated or resolved.

2.5. The Customer remains responsible for deciding whether the Service is suitable for its business, operational, technical, risk, compliance, insurance and security requirements.

3. Service Scope

3.1. Depending on the package purchased, the SME Cyber Essentials Service may include one or more of the following:

3.1.1. onboarding assistance and collection of required Customer information;

3.1.2. access to a cyber essentials platform, dashboard, questionnaire, checklist, assessment workflow or similar tool;

3.1.3. baseline cyber hygiene review or assessment based on information provided by the Customer;

3.1.4. guidance or recommendations relating to common SME cybersecurity controls, such as access control, password hygiene, multi-factor authentication, endpoint protection, patching, backup readiness, email security, security awareness and basic incident preparedness;

3.1.5. standard templates, reports, dashboards, maturity summaries or recommendations,

where applicable;

- 3.1.6. periodic review, progress tracking, reminder, enablement or advisory support, where expressly included in the agreed package;
- 3.1.7. basic administrative or support assistance relating to the Service platform; and
- 3.1.8. such other items expressly stated in the Service Application Form, quotation, proposal, service description or written agreement.

3.2. Unless expressly agreed in writing, the Service does not include:

- 3.2.1. certification under Cyber Essentials, Cyber Trust, ISO/IEC 27001, CSA frameworks, MAS requirements, PDPA, Cybersecurity Act, cyber insurance requirements or any other legal, regulatory, audit or industry framework;
- 3.2.2. implementation, remediation, configuration, migration, deployment, integration, hardening or administration of the Customer's systems, unless expressly stated in the agreed scope;
- 3.2.3. managed detection and response, security operations centre monitoring, 24x7 monitoring, threat hunting or incident response;
- 3.2.4. forensic investigation, malware removal, endpoint cleanup, business email compromise recovery or breach response;
- 3.2.5. backup, restoration, disaster recovery, data recovery or business continuity services;
- 3.2.6. penetration testing, vulnerability assessment, red-team testing, code review, audit or assurance services, unless expressly purchased as a separate service;
- 3.2.7. legal, regulatory, compliance, insurance, audit or certification advice;
- 3.2.8. development of custom policies, custom integrations, scripts, workflows or security architecture;
- 3.2.9. support for unsupported, end-of-life, unmanaged, inaccessible or non-standard systems; or
- 3.2.10. any service outside Business Hours, unless the Customer has purchased a support plan that expressly includes such support.

3.3. StarHub may reasonably modify the technical method of delivering the Service from time to time, including changes required for security, operational, vendor, platform, compliance or technical reasons.

4. Customer Responsibilities

- 4.1. The Customer shall provide accurate, complete and up-to-date information required to provision, operate and support the Service, including business details, authorised contacts, technical contacts, asset information, user information, system details, domain information, access requirements, existing security controls and other relevant information.
- 4.2. The Customer shall ensure that it has all necessary rights, permissions, approvals and authority to allow StarHub and its Service Providers to access, collect, process, analyse, store, transmit, review or otherwise handle Customer information for the purpose of providing the Service.
- 4.3. The Customer is responsible for maintaining its own systems, licences, subscriptions, administrator

access, internet connectivity, endpoint security, email security, backup, access controls, user awareness, incident response, cybersecurity governance and business continuity arrangements.

- 4.4. The Customer shall promptly perform actions reasonably required to activate, configure, maintain or support the Service, including completing questionnaires, providing evidence, enabling access, validating reports, reviewing recommendations and implementing agreed actions.
- 4.5. The Customer is solely responsible for implementing, validating and maintaining any recommendation, remediation, control, policy, process or change suggested through the Service, unless implementation is expressly included in the agreed scope.
- 4.6. The Customer shall not use the Service for any unlawful, fraudulent, abusive, offensive, malicious, spam-related, unauthorised or security-compromising purpose, or in any way that may affect the security, integrity, availability or reputation of StarHub, its Service Providers or any third party.
- 4.7. The Customer shall ensure that any information submitted through the Service is accurate and not misleading. StarHub and its Service Providers may rely on such information when preparing reports, dashboards, recommendations or assessments.

5. Service Providers and Platform Dependency

- 5.1. The Customer acknowledges that the Service may depend on StrongKeep and other Service Providers, including software platforms, cloud services, hosting providers, cybersecurity tools, distributors, contractors and subcontractors.
- 5.2. StarHub shall not be liable for any failure, delay, interruption, degradation, suspension, termination, data loss, change in functionality, change in price, service limitation or security issue caused by or attributable to a Service Provider, the Customer Environment, the Customer's systems, the Customer's internet connectivity or any system not owned or controlled by StarHub.
- 5.3. Where a Service Provider changes, suspends, withdraws or replaces any platform, software, service, licence, feature, support scope or technical requirement, StarHub may make reasonable changes to the Service to continue providing the Service or to comply with such Service Provider requirements.
- 5.4. The Customer agrees to comply with all applicable Service Provider terms, licence restrictions and acceptable use requirements notified to the Customer or made available by StarHub or the relevant Service Provider.

6. Service Commencement, Subscription Term and Billing

- 6.1. Service Commencement shall occur when the Service is activated, provisioned, made available, first performed, or deemed ready for use by the Customer, whichever is earlier.
- 6.2. Billing shall commence from the Service Commencement date, regardless of whether the Customer has completed onboarding, provided all required information, activated all users, connected all systems or acted on any recommendations.
- 6.3. Unless otherwise stated in the Service Application Form, quotation or order form, the Service is provided on a recurring subscription basis for the Initial Term stated in the applicable order.
- 6.4. Charges may include recurring subscription charges, one-time setup charges, onboarding charges,

assessment charges, advisory charges, professional service charges, additional user or asset charges, support charges and any other charges stated in the Service Application Form, quotation, proposal or written agreement.

- 6.5. If the Customer adds more users, entities, business units, assets, domains, devices, features, support scope or Service Provider licences during the Initial Term, StarHub may charge additional fees on a pro-rated basis or from the applicable activation date.
- 6.6. Unless otherwise agreed in writing, all Charges are exclusive of GST and other applicable taxes.

7. Renewal, Suspension and Termination

- 7.1. Unless otherwise stated in the Service Application Form, quotation, order form or agreed in writing, the SME Email Protect Service shall automatically renew after the expiry of the Initial Term at StarHub's then-current Charges and terms. Such renewal period shall be the same duration as the Initial Term ("Renewal Term").
- 7.2. If the Customer does not wish to renew or continue the SME Email Protect Service, the Customer shall provide StarHub with at least three (3) months' prior written notice before the expiry of the applicable Initial Term or Renewal term.
- 7.3. The Customer may not terminate the Service before the expiry of the Initial Term or any applicable renewal term except with StarHub's prior written approval. If StarHub permits early termination, or if the Service is terminated before the end of the Initial Term or renewal term for any reason attributable to the Customer, the Customer shall immediately pay StarHub all Charges incurred up to the effective termination date and the full amount of all remaining recurring Charges for the unexpired portion of the Initial Term or renewal term, together with any committed subscription charges, Service Provider charges, unpaid licence charges, deactivation charges and other amounts payable under the Agreement.
- 7.4. StarHub may suspend, restrict or terminate the Service in accordance with StarHub's Business General Terms & Conditions, including where the Customer fails to pay Charges, breaches the Agreement, exceeds usage limits, misuses the Service, compromises security, or where suspension or termination is required by law, regulatory authority or a Service Provider.
- 7.5. Upon expiry or termination, the Customer shall be responsible for making alternative cybersecurity, governance, monitoring, compliance, reporting, evidence retention and operational arrangements. StarHub shall not be liable for any loss, disruption, missed threat, security incident, audit finding, certification failure or data loss arising from expiry or termination of the Service.

8. Data, Privacy and Security

- 8.1. To provide the Service, StarHub and its Service Providers may collect, access, process, transmit, store, analyse or review information relating to the Customer Environment, including company information, contact information, user information, asset information, security control information, configurations, questionnaire responses, evidence, reports, logs, dashboards and other technical or operational data.
- 8.2. The Customer represents and warrants that it has obtained all necessary consents, authorisations and rights required under applicable laws, including personal data protection laws, to allow StarHub and its Service Providers to process such data for the purpose of providing, supporting, securing, improving, reporting on and administering the Service.
- 8.3. StarHub will handle Customer data in accordance with applicable law, the Agreement and StarHub's

applicable data protection policies. The Customer acknowledges that Service Providers may process data in accordance with their own applicable terms, privacy notices, data processing terms and security practices.

- 8.4. The Customer acknowledges that the Service may involve the transfer, processing or storage of data outside Singapore, depending on the relevant Service Provider, cloud platform, support location or service architecture.
- 8.5. The Customer remains responsible for determining whether the Service and any related data processing arrangements are suitable for its own legal, regulatory, contractual, internal policy, insurance and data protection requirements.

9. Reports, Dashboards and Recommendations

- 9.1. Any report, dashboard, score, maturity rating, checklist, recommendation, alert, notification or assessment provided as part of the Service is provided for informational and operational purposes only.
- 9.2. StarHub does not warrant that any report, dashboard, score, maturity rating, recommendation or assessment is complete, error-free, up to date, or sufficient to satisfy the Customer's legal, regulatory, insurance, audit, certification or compliance requirements.
- 9.3. The Customer is responsible for deciding whether to act on any report, dashboard, score, recommendation or assessment provided as part of the Service, and for validating the effect of any action taken.

10. Service Levels and Support

- 10.1. Unless a separate service level agreement is expressly agreed in writing, StarHub will provide the Service on a commercially reasonable efforts basis.
- 10.2. Support requests must be submitted through the support channels notified by StarHub. The Customer shall provide all information reasonably required to investigate and respond to support requests.
- 10.3. StarHub's ability to provide support may depend on the Customer providing timely access, complete information, screenshots, logs, evidence, administrator permissions and cooperation from the Customer's internal teams and third parties.
- 10.4. StarHub shall not be responsible for any delay or failure to provide support caused by the Customer's delay, incomplete information, lack of access, unsupported configuration, third-party system issue or event outside StarHub's reasonable control.

11. Intellectual Property

- 11.1. All intellectual property rights in the Service, platform, software, tools, documentation, reports, templates, checklists, dashboards, methodology, know-how, processes and materials provided by StarHub or its Service Providers shall remain owned by StarHub, its licensors or its Service Providers, as applicable.
- 11.2. The Customer shall not copy, modify, reverse engineer, decompile, resell, sublicense, distribute,

interfere with or attempt to gain unauthorised access to any software, platform, tool, system or service provided as part of the Service, except to the extent expressly permitted in writing.

12. Disclaimer and Limitation

- 12.1. The Service is provided on an “as-is” and “as-available” basis to the maximum extent permitted by applicable law, except as expressly stated in the Agreement.
- 12.2. StarHub does not warrant that the Service will be uninterrupted, error-free, vulnerability-free, threat-free, false-positive-free or false-negative-free, or that it will prevent, detect or remediate all cybersecurity risks, attacks, vulnerabilities, misconfigurations, unauthorised access, fraud, data loss or business interruption.
- 12.3. StarHub shall not be liable for any loss, damage, cost or expense arising from or in connection with:
 - 12.3.1. any threat, vulnerability, misconfiguration, weakness, attack, malware, phishing attempt, unauthorised access, fraud or security incident not detected, prevented, remediated or resolved by the Service;
 - 12.3.2. the Customer's failure to provide accurate information, timely access, cooperation or required Approvals;
 - 12.3.3. the Customer's failure to implement, validate or maintain any recommendation, control, policy, process or remediation action;
 - 12.3.4. any Service Provider, cloud platform, internet connection, Customer system or other system outside StarHub's reasonable control;
 - 12.3.5. the Customer's failure to maintain backups, endpoint security, access controls, user awareness, incident response procedures, cybersecurity governance or business continuity arrangements; or
 - 12.3.6. any action taken or not taken by the Customer based on any report, dashboard, recommendation, maturity rating or assessment provided as part of the Service.
- 12.4. Nothing in these Service Specific Terms limits or excludes any liability that cannot be limited or excluded under applicable law.

13. Confidentiality

- 13.1. Each party shall keep confidential all Confidential Information received from the other party in connection with the Service, in accordance with StarHub's Business General Terms & Conditions.
- 13.2. The Customer acknowledges that StarHub may share relevant Customer information with its Service Providers, contractors, employees and representatives to the extent necessary to provide, support, secure, administer and improve the Service.

14. Changes to these Service Specific Terms

- 14.1. StarHub may amend, update or replace these Service Specific Terms from time to time in accordance with StarHub's Business General Terms & Conditions.

- 14.2. The latest version of these Service Specific Terms may be published on StarHub's website or otherwise made available to the Customer.

15. **General**

- 15.1. The Customer agrees that the Service is a business service and is provided for business use only.
- 15.2. If any provision of these Service Specific Terms is found to be invalid, unlawful or unenforceable, the remaining provisions shall continue in full force and effect.
- 15.3. These Service Specific Terms shall continue to apply for so long as the Customer subscribes to, uses or receives the Service from StarHub.