

## **Specific Terms and Conditions for SingNet Desktop Security (EXTRA)**

### **1. Definition and Interpretation**

1.1 In these Specific Terms and Conditions, the following words and expression shall have the following meanings:

“Customer” means any person who applies or subscribes for or utilizes any Service.

“CPE” or “Customer Premise Equipment” means any hardware or software provided by the Customer for use with the Services

“End User” means any person(s) authorized by the Customer to use the Service.

“General Terms” means Singapore Telecommunications Limited’s General Terms and Conditions of Service which may be found at [www.singtel.com](http://www.singtel.com)

“Intellectual Property Rights” means all copyright, patent, trade marks, confidential information and other intellectual property relating to or embodied in the Service and any software, service documents and/or work provided in relation to the Service and all documentation thereof

“Portal” means the SingTel myBusiness web-portal at URL: <http://mybusiness.singtel.com>

“SaaS” means software as a service, a software application delivery model where a software vendor develops a web-native software application and hosts and operates (either independently or through a third party) the application for use by end customers over the internet.

“Service” means the provision of SingNet Desktop Security Software, which anti-virus, spyware, spam and/or firewall solutions for computers and the SingNet Desktop Security Online Management Portal for managing and monitoring installations of the SingNet Desktop Security software.

“Service Package” means one of the Service subscription option offered via the Portal.

“Service Request Form” means either the Service Request Cum Agreement prescribed by SingNet and used by the Customer to subscribe for the Service or the relevant web equivalent.

“SingNet” means SingNet Pte Ltd (Company Registration no. 199802130W) and its successors.

“SingNet Desktop Security Software” means the desktop security client software which is provided by SingNet on this terms and conditions as well as in accordance with the terms and conditions as set forth in Annex 2 herein, which is made available for Customer’s downloading upon logging in to the Portal.

“SingNet Desktop Security Online Management Portal” means the web portal which is provided and supported by SingNet for Customers to monitor the security status of Customer’s computers installed with the SingNet Desktop Security Software, which is made available to Customer upon logging in to the Portal.

“SingNet Specific Terms” means SingNet’s Specific Terms and Conditions, which are available for inspection on the website accessible at the following URL: [www.singnet.com](http://www.singnet.com).

“SingTel” means Singapore Telecommunications Ltd (Company Registration No. 199201624D) and its successors.

“Subscription Key” means the license key provided by SingNet for Customer to install SingNet Desktop Security Software.

“Term” means the Initial Contract Term or the Renewal Term, as the case may be.

“Work” means any additional work the Customer requests SingNet to perform in relation to the Service.

1.2 The words and expressions used in these Specific Terms and Conditions, which are defined in the General Terms but are not defined in these Specific Terms and Conditions, shall have meanings as defined in the General Terms unless the context otherwise requires.

1.3 The headings or titles to the Clauses in these Specific Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Specific Terms and Conditions.

## **2. Commencement and Duration of Service**

2.1 The Service shall commence on (the “Service Commencement Date”):

- (a) where the Customer purchases the Service through the Portal, the date of the purchase or where the Service is not immediately available for use by the Customer, the date the Service is first made available for use by the Customer;
- (b) where the Customer purchases the Service through a SingNet customer service consultant or by submitting a Service Request Form, the Date of Service Required, as stated in the Service Request Form or informed to the SingNet customer service consultant or where the Service is not immediately available for use by the Customer, the date the Service is first made available for use by the Customer; or
- (c) the date of the Customer’s first use of the Service, whichever is earlier as the case may be.

2.2 The initial period of subscription for the Service shall be:

- (a) a period of 12 months or such other prescribed contract term periods tied to the service package for the Service selected by the Customer; or
- (b) such other period as may be stipulated by SingNet as the relevant initial period of subscription when the Customer applies for the Service, calculated to commence on the Service Commencement Date (the “Initial Contract Term”). Thereafter, unless the Service is terminated by either party in accordance with Clause 5, the subscription for the Service shall be renewed for successive periods of one (1) month (the “Renewal Term”) at SingNet’s prevailing rates for the Renewal Term at the time of renewal.

2.3 In the event that the Customer purchases or orders additional licenses for the Service (“Subsequent Order”) following the purchase of an initial service package for the Service, where the prescribed contract term periods of the service package for the Subsequent Order selected by the Customer exceeds the remaining term of the initial service package for the Service, the term of the Subsequent Order shall be adjusted to coincide with the remaining term of the initial service package for the Service such that the Subsequent Order shall terminate, on the same date as the initial service package for the Service. Thereafter, unless the Service or the Subsequent Order is terminated by either party in accordance with Clause 5, the subscription for the Subsequent Order shall be renewed for successive periods of the Renewal Term at SingNet’s prevailing rates for the Renewal Term at the time of renewal.

2.4 If, at any time during the Term, the Customer wishes to change the Term of the Service, Customer shall give SingNet not less than thirty (30) days prior written notice. Upon such notice, the Service, as the case may be, shall be deemed to be terminated on the effective date of the notice, and Clause 5.3 below shall apply.

2.5 If, at any time during the Term, the Customer by a written notice to SingNet requests an increase in the Term of the Service as subscribed by the Customer, the change requested by the Customer shall be effective only if SingNet agrees to the change in writing. Any such changes shall be subject to any changes to the applicable Fees and Charges, which Fees and Charges shall be in accordance with SingNet's prevailing rates for the Service at the relevant time.

### **3. Service Requirements and Limitations**

3.1 The Service is provided "as is" and "as available". The Service is available for use on a daily basis excluding temporary maintenance, updating or repair breaks, due to operations possibly needed for ensuring or restoring the availability, performance, data security, or manageability of the Service, or other similar breaks. SingNet does not assume any liability due such breaks and shall inform the Customer of such breaks whenever reasonably possible.

3.2 The Service will be provided substantially in accordance with the applicable service description for the Service or the latest version of the end user documentation. SingNet shall however not be responsible and/or liable for failure of the Service due to an accident, abuse, misapplication or unauthorized modification of the Service or a device provided for use with the Service by the Customer, an End User and/or any third party.

3.3 The Customer is solely responsible for all use (whether by the Customer, an End User and/or any third party) of the Service (including all software, equipment, devices and documentation) supplied under these Specific Terms and Conditions, the content of all communications facilitated by the Service and the conduct of all users of the Service in relation to such use and for the display and use of the relevant URL for the Service. The Customer warrants to SingNet that it shall ensure that no such display, use, content or conduct of the Customer, an End User and/or any third party in relation to the Service shall be unlawful (including without limitation, fraud, invasion of privacy, illegal pornography, obscenity, defamation or interferences with, or disruption to, other network users, network services or network equipment) or prohibited by the terms of these Specific Terms and Conditions, and that no such display, use, content or conduct shall infringe the rights of any third party (including without limitation, intellectual property rights or confidential information) and Customer agrees to indemnify and render harmless and defend at its own expense, SingNet, SingNet's subcontractors or third party vendors (or their associated companies, officers and employees) against any and all costs, claims or other liability (including reasonable legal fees), arising as a result of such display, use, content or conduct.

3.4 SingNet takes no responsibility for the security, confidentiality or privacy of the communications and/or data transmitted over the Internet and does not warrant (and expressly excludes any and all express or implied warranties) that the Service will be without failure, delay, interruption, error or loss of content, data or information. SingNet shall not be liable for any compatibility issues pertaining to Customers' computers, applications or other software on any computers using the Service regardless of whether or not any of the aforesaid fulfill the requirements of Annex 1 or not. SingNet shall not be liable for any direct or indirect loss, damage, cost or expense incurred by the Customer that howsoever arises out of any installation and/or use of the SingNet Desktop Security Software.

3.5 The Customer acknowledges that it shall be responsible for supplying and authorizing access to its End Users. The Customer shall ensure that it terminates or reassigns access to the Service from any End User that the Customer deems to have become unauthorized to access the Service at any time during the Term.

3.6 The Customer shall ensure that all CPE that connects to the Service shall perform according to the minimal technical requirements for such equipment and SingNet's interface and other specifications for the Service as may be published or made available to the Customer from time to time.

- 3.7 The Customer acknowledges that the availability of the Service is subject to:
- (a) availability of resources, including, without limitation, availability of a suitable network infrastructure at the time at which the Service is requested or delivered;
  - (b) geographic and technical capability of the SingNet network and of SingNet's delivery systems at the time at which the Service is requested or delivered;
  - (c) provisioning time that may be required by SingNet to provide the Service;
  - (d) the CPE meeting the minimum internet browser requirements as published on the Portal for the Service from time to time; and
  - (e) the eligibility of the Customer. The Customer must have a valid UEN or Business Registration Number ("BRN") and be an existing subscriber of at least a Business or Corporate SingNet service in order to register with the Portal and purchase the Service and other SaaS.

- 3.8 The Customer acknowledges that:
- (a) the Customer must procure and maintain at its own expense any equipment or software needed to implement, receive and use the Service, unless SingNet expressly agrees otherwise in writing;
  - (b) the technical means by which SingNet supplies the Service is at SingNet's sole discretion;
  - (c) the equipment (e.g. computer/laptop) used to access the Service must be capable of inter-working with the SingNet Desktop Security Software (Please refer to Annex 1 on minimum system requirements.);
  - (d) any technical-related issues on equipment should be supported by Customer's system integrator and SingNet shall not be liable to support and resolve such issues. Please refer to Annex 1 on Technical Specifications;
  - (e) the Services does not include and SingNet shall not be responsible for any configuration of the CPE. This includes the configuration of any wired or wireless connectivity that may be supported by the CPE;
  - (f) SingNet Desktop Security Software may not function properly or at all if any other desktop security applications are simultaneously installed on Customer's computers. Customer shall uninstall any existing desktop security software before installing SingNet Desktop Security Software;
  - (g) SingNet Desktop Security Software may uninstall other desktop security applications on the Customer's computers during installation;
  - (h) Customer's equipment (including computers) has to be connected to the Internet and "Automatic Update" feature on SingNet Desktop Security Software must be enabled for the latest security updates or patches to be downloaded and for proper installation and functioning of the SingNet Desktop Security Software;
  - (i) there will be no protection to Customer's computers if Customer does not install the Desktop Security Software on such computers or if Customer disables the relevant protection features/functions of the SingNet Desktop Security Software;
  - (j) the Customer is responsible for ensuring that any terms and conditions of use of the Service are brought to the attention of, and complied with by, any person that the Customer permits or allows to use the Service.

- (k) where the parties agree that SingNet deliver a solution containing both SaaS services and other services and/or products, the terms of the non SaaS service part of the solution are to be agreed between the parties separately;
- (l) the Customer may use the Service only for its own internal use and the Customer may not resell, distribute, make any commercial use of, or use to operate a web-site and/or otherwise generate income from the Service;
- (m) the Customer may authorize only named End Users to use the Service and shall keep a register of such named users and make it available for SingNet's inspection at all times; and
- (n) the Customer shall be liable towards SingNet for any Service related claim presented by the user(s) or third parties

3.9 The Customer shall not:

- (a) use the Service to access information and/or resources which are private to individual and organizations unless permission to do so has been granted by the owners or holders of the rights to such resources and/or information;
- (b) reverse engineer, decompile, disassemble or otherwise discover the Service or the Service APIs or the software for the Service or develop, change, modify or copy the Service or the software for the Service; or
- (c) remove, modify or obscure any copyright, trademark or other proprietary rights notices that is contained in the Service.

3.10 If the Customer reports a fault and following investigation from SingNet, either no fault is found or SingNet determines that the fault does not lie with SingNet, then SingNet may charge the Customer an administrative fee for the fault report at SingNet's then prevailing rate.

3.11 The Customer may, with the written consent of SingNet, purchase additional features or services ancillary to the Service and, on provision of those additional services or features, these Specific Terms and Conditions shall also apply to those additional services or features.

3.12 SingNet does not currently offer or support provision of the Service to Customers located in any country outside Singapore. If the Customer uses the Service in any other country, then the Customer does so at the Customer's own risk, including the risk that such activity may violate the local laws or other rules or regulations within the relevant country regarding such use.

3.13 The Customer shall take all necessary measures at all times to protect the secrecy and security of the Customer's Subscription Key by not divulging the information to any other party.

3.14 The Customer may download the SingNet Desktop Security Software from the SingNet Desktop Security Online Management Portal. Default configurations are pre-defined in the SingNet Desktop Security Software. However, Customer can still refer to the guides and frequently asked questions for assistance.

3.15 For change of Service Plan, Customer will be issued new Subscription Key. Customer will also be required to uninstall and re-install the SingNet Desktop Security Software using the new Subscription Key provided.

#### **4. Version and Changes to Service**

- 4.1 The Service supports limited number of operating systems and may require helper applications, client software and equipment. Supported combinations may be changed during the contract term.
- 4.2 SingNet has no obligation to provide the Service if the Customer uses software, software version, equipment or other facilities that are not in compliance with the Service, or support and maintain the Service in an environment differing from the Service environment of other SingNet customers.
- 4.3 The Customer shall allow any automated updates. If updating of the Service requires, the Customer shall carry out the service version transfer or other maintenance in cooperation with SingNet.
- 4.4 If SingNet is used to perform needed modifications or other related modifications, which normally should be performed by the Customer, SingNet may invoice these services according to SingNet's then prevailing rate.
- 4.5 SingNet is entitled to change the Service if such change is necessary due to mandatory legislation or a decision by a competent authority or the change relates to the changes by third party licensor or hardware or software manufacturer to its products or license terms. SingNet has a right to change the technical architecture and functionality of the Service provided that the overall performance of the Service is not decreased.
- 4.6 SingNet has a right to discontinue the Service or feature thereof for a justified reason and if the overall performance of the Service is not materially affected. In such instance, SingNet may terminate the agreement for the Service or feature thereof by notifying the Customer reasonably in advance.
- 4.7 SingNet is not liable for possible alterations required to the Customer's facilities, including but not limited to hardware, equipment, software or other operating environment, or the costs associated thereto, as a result of these changes.

#### **5. Termination**

- 5.1 For Customers who have subscribed for the Service, SingTel or the Customer may terminate the Service by giving to the other not less than thirty (30) days' prior written notice.
- 5.2 SingNet may terminate the Services or the Subsequent Order as the case may be if SingNet believes that the Customer or End User's use of the Service or the Subsequent Order as the case may be is unlawful including, without limitation, fraud, invasion of privacy, defamation or interference with, or disruption to, other network users, network services or network equipment.
- 5.3 Upon termination of the Service as the case may be, the Customer shall be liable to pay SingNet:
- (a) where the effective date of termination of the Service is the same as the expiry date of the Term for the, the Fees and Charges up to and including the effective date of termination of the Service; or
  - (b) where the effective termination date of the Service is before the expiry date of the Term for the Service, the Fees and Charges up to and including the effective date of termination of the Service; and 100% of the monthly recurring charges for the period between the effective date of termination of the Service and the expiry date of the Term of the Service.

## **6. Fees and Charges**

- 6.1 If there is a revision of the Fees and Charges of the Services during the minimum contractual period, the Customer shall not be entitled to any price revision benefits.

## **7. Service Provision**

- 7.1 SingNet shall charge for all Work at SingNet's then prevailing rate.

- 7.2 In addition to the Fees and Charges in Clause 3 of the General Terms, a surcharge shall be payable for any Work on public holidays, the eve of public holidays, or outside the following hours:

Monday to Friday	8.30am - 6.00pm
Saturday	8.30am - 1.00pm

- 7.3 SingNet reserves the right not to accept or proceed with any application for Work. In particular, SingNet may not accept or proceed with any application for Work if:

- (a) the application submitted by the Customer and received by SingNet is not duly completed, signed and company stamped as necessary;
- (b) SingNet considers it is unable to perform the Work due to non-availability of resources as stipulated under Clause 3.7; or
- (c) SingNet discovers that any facility or resource the Customer was requested to provided as required by SingNet and under the operating conditions and specifications stipulated by SingNet to the Customer for the proper performance of the Work, or the installation, operation and maintenance of the Service and all SingNet Equipment, was not provided as requested.

- 7.4 Where the Customer requests that SingNet provision the Service within a specified period, SingNet shall, in consultation with the Customer, determine the date to complete the Work (the "RFS Date").

- 7.5 If SingNet is unable to complete all or any of the Work on or before the RFS Date, then the Customer must:

- (a) cancel that part of the Work that SingNet is unable to complete on or before the RFS Date, without being liable to pay the cancellation charges referred to in Clause 5.3 of the General Terms; and
- (b) accept that part of the Work that SingNet has completed, and pay for the same at SingNet's then prevailing rate;

and the Customer shall have no other claim against SingNet, and SingNet shall have no liability in contract, at law or equity, for failure to complete the Work before the RFS Date.

- 7.6 If the Customer requests to defer completion of the Work to a date after the original RFS Date, the Customer shall be liable to pay a reservation fee at SingNet's then prevailing rate. For the purposes of this Clause, the period of reservation shall be the period between the originally agreed RFS Date and the date of completion of the Work.

- 7.7 If the Customer cancels the Work, the Customer shall be liable to pay the cancellation charges at SingNet's then prevailing rate.

## **8. Intellectual Property Rights**

- 8.1 All the Intellectual Property Rights belong to SingNet, SingNet's subcontractors or third party vendors who have issued licenses to SingNet for the provision of the Service and are not transferred to the Customer.

## **9. Limitation of Liability, Damages**

- 9.1 The Service, is provided "as is" and without any warranty of any kind. SingNet does not warrant or guarantee and specifically disclaims any and all express or implied warranties or guarantees whatsoever pertaining to the title, non-infringement, merchantability, fitness for a particular purpose, availability, effectiveness or performance of the Service. Further, SingNet does not warrant or guarantee the correctness, accuracy or reliability of the Service or that it will deliver any particular results. Customer assumes the entire risk as to the results and performance of the the Service and any related documentation.
- 9.2 Subject to Clause 11 of the General Terms, SingNet, SingNet's subcontractors or third party vendors's liability arising out of or in connection with a defect in the Service is limited to the correction of the defect or failure or, alternatively, re-performance of the Service.
- 9.3 Subject to Clause 11 of the General Terms, in the event the parties have agreed upon a special compensation to apply to a certain breach (e.g. liquidated damages for delays or other breaches, service credits, etc.) such compensation is the Customer's sole remedy and SingNet's liability shall not exceed the agreed amount. If SingNet has paid any compensation or damages to the user of the Service, the Customer shall not be entitled to receive compensation or damages for the same defect or delay.
- 9.4 The Customer shall present any claims in writing to SingNet within one (1) month from the date the defect which the claim relates to was noticed, or should have been noticed, but in any event within one (1) month from the delivery.
- 9.5 Without prejudice to Clause 10 of the General Terms, the Customer shall be responsible and liable for any costs, expenses and damages of SingNet arising out of or due to the unauthorized installation, use, copying, reproduction and/or distribution of the Service, the software or their parts.

## **10. Force Majeure**

- 10.1 SingNet is released from all contractual obligations and liability (e.g. for damages) if SingNet s performance is effected by force majeure. An event of force majeure is an incident, which was not reasonably foreseeable and/or the consequences of which cannot be reasonably removed or avoided, including, but not limited to incident that makes the performance by SingNet of its obligations under the agreement unreasonable, occurrence of national emergency, strike or equivalent labour action, fire, thunderstorm, storm or other natural disaster, decision by a competent authority, cable or network damage caused by a third party, flooding or equivalent water related accident, overcharge or other peak in the electricity supply, or discontinuation of essential raw material. This Force majeure sections also apply in the event of force majeure of SingNet 's subcontractor insofar as such subcontractor cannot be replaced without unreasonable costs or materially affecting the timing of SingNet 's performance.

## **11. Consent to Use and Disclosure of Information and Data**

- 11.1 The Customer agrees that SingNet shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with Clause 15 of the General Terms in the SingTel website at [www.singtel.com](http://www.singtel.com). The Customer is entitled to withdraw such consent in the procedure as prescribed by SingNet from time to time.

## 12. General

- 12.1 The Customer acknowledges and agrees that the Service may include third party software and/or other related items to which the Customer agrees to bear any and all risk in respect of any use by it thereof or reliance upon any results or data produced thereby. SingNet makes no warranty or representation whatsoever in relation to any component of the Service and specifically disclaims any and all express or implied warranties (including any warranty as to non-infringement, satisfactory quality and/or suitability for purpose etc) in relation therewith to the maximum extent permissible by law. Accordingly, the Customer shall not make any claim whatsoever against SingNet or any of its related corporations, howsoever based on any use by the Customer of any component of the Service hereunder.
- 12.2 The Customer shall, at all times, be bound by and shall fully observe and comply with any and all third party terms and conditions of use ("Third Party Terms") whether or not attached to these Specific Terms, including any variations and/or amendments thereto, that is howsoever and/or whensoever notified to the Customer by such third party or by SingNet. The Customer acknowledges and agrees that it shall be a condition for the Service to be rendered or continue to be rendered (as the case may be), for the Customer to agree to and be bound by and to fully observe such Third Party Terms. In particular, the Customer acknowledges that SingNet Desktop Security Software and SingNet Desktop Security Online Management Portal are enabled by SingNet's third party supplier, F-Secure Corporation. The Customer agrees to use the Service in accordance with, and be bound by, F-Secure's End User License Terms as specified in Annex 2.
- 12.3 The Customer shall be bound by and shall fully observe and comply with all the General Terms as well as such other terms and conditions as may be agreed or accepted by the Customer. The rights and protections conferred on SingNet under these Specific Terms and Conditions shall be additional to the rights and protections conferred on SingNet under the General Terms and any other terms and conditions agreed or accepted by the Customer.
- 12.4 Any Clause in the General Terms, the SingNet Specific Terms, these Specific Terms and Conditions, or any other terms and conditions as may be agreed or accepted by the Customer, that is invalid, unenforceable or illegal shall be enforced as nearly possible in accordance with its intended meaning, but shall otherwise be deemed to be severed and shall not affect the enforceability of any other Clauses, which Clauses shall continue to be valid and enforceable to the fullest extent permitted by law.
- 12.5 The Service provided by SingNet under these Specific Terms and Conditions may not be re-sold or otherwise re-provided by the Customer to any other person(s) whomsoever. In the event that the Customer desires to re-sell or re-provide the Service, the Customer and SingNet shall enter into a separately negotiated agreement prescribed for the same by SingNet containing the terms and conditions for such a re-sale.

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