STANDARD TERMS AND CONDITIONS OF SALE

BACKGROUND:

The sale of Products and Services by Logicalis and its divisions, subsidiaries, and affiliates to a customer ("Customer") are subject to these terms and conditions ("Agreement") regardless of other terms or conditions in any Order from Customer. Logicalis objects to such other terms. This Agreement may only be modified in writing signed by authorized representatives of both Logicalis and Customer.

TERMS:

1. SCOPE OF AGREEMENT

1.1. Unless otherwise stated in the Quotation, Logicalis Quotations are invitations to contract and are subject to change at any time without notice. All Orders are subject to acceptance by Logicalis. Contracts between Logicalis and Customer are formed upon the earlier of (i) Customer's written acceptance or signing of the Quotation; or (ii) Logicalis' written acceptance or acknowledgement or execution of Customer's Order, and are subject to this Agreement. Customer may not change, cancel, or reschedule Contracts for Products and/or Services without Logicalis' written consent or acceptance.

1.2. If there is any inconsistency or conflict between a Quotation, Order, and this Agreement, the documents shall take precedence in the following decreasing order of precedence:

1) Quotation;

2) this Agreement;

3) Order.

1.3. This Agreement can only be amended in writing and signed by a duly authorised representative of each party.

1.4. At any time during the term of any Contract, the Customer may request or Logicalis may suggest any reasonable alteration or addition to any Contract. If agreement is reached between the Parties on such change request, the change shall be documented in a Change Request Form and executed by the authorized representatives of each party. No proposed Change Request to a Contract shall be binding on the Parties until the Change Request Form is signed by both parties. Until such documentation is signed by the Customer and Logicalis, each Party shall continue to perform its obligations under this Agreement and the Contract without taking account of the proposed Change Request.

2. PRICE AND PAYMENT

2.1. The Charges are payable at the times or interval set out in a Contract. Should there be any additional costs incurred by Logicalis for any delay(s) or additional work required attributable to the actions and/or omissions of Customer, Logicalis shall be entitled to levy an additional charge on Customer for its additional costs incurred and Customer shall be obligated to pay for any such charges levied by Logicalis.

2.2. The Charges are exclusive of Goods and Services Tax (GST) or value added taxes (VAT), if applicable, which shall be payable by Customer on receipt of a valid GST or VAT invoice (as applicable). The Charges are also exclusive of any withholding taxes or any other forms of taxes or tariffs payable by Customer for any payments to Logicalis in accordance with the Contract. If Customer is required to withhold any amounts from payments to Logicalis, the amounts payable by Customer shall be grossed up accordingly such that the final amount paid to and received by Logicalis shall be equivalent to the Charges, and Customer shall hold Logicalis harmless from

any obligations to pay any withholding tax or other similar taxes. Any other taxes or tariffs shall also be borne by the Customer.

2.3. Unless otherwise stated in a Contract, subject to credit clearance and checks of Customer by Logicalis, all invoices issued to Customer are payable within thirty (30) days of the date of the invoice.

2.4. Except in the case of a disputed invoice, failure of Customer to pay each valid invoice within the stipulated timeframe will entitle Logicalis to charge a late payment interest on the overdue sum at the rate of 2% per month or part thereof.

2.5. Logicalis' delivery dates for Products or Services in each Contract or other relevant documentation are estimates only and subject to Logicalis' timely receipt of supplies. Logicalis is not liable for delays in delivery, for partial or early deliveries not solely attributable to any actions or omissions of Logicalis. Customer may not cancel any Contract (or part thereof) based on delayed delivery of any Products or Services.

3. TERM AND TERMINATION

3.1. Each Contract shall be deemed to have commenced on the effective date set out in the applicable Quotation or Order (as the case may be), if no such effective date is specified, then the date of execution of the last party to such Contract, and continue in force until expiry or completion of all the obligations set out therein; or if terminated by either Party giving not less than ninety (90) days notice in writing to the other party or terminated due to the events specified in clause 3.2.

3.2. Either Party have the right to terminate a Contract with immediate effect by notice in writing to the other Party if:

3.2.1. the other party commits a material breach of any of its obligations under the Contract and have not remedied such breach within 45 days after receiving written notice from the non-defaulting party requiring it to do so;

3.2.2. the other party breaches any terms of use stipulated by a Third Party Service Provider; or

3.2.3. the other party enters into liquidation or become insolvent or makes an arrangement with its creditors, or shall have a receiver appointed of all or any of its undertakings or assets, or if a court shall make an order that such party be placed under judicial management.

3.3. Without prejudice to any rights or remedies arising as a result of such expiry or termination Logicalis shall be entitled to be paid in accordance with the Contract for:

3.3.1. all payments due to Logicalis prior to the date of expiry or termination provided that Logicalis has performed the Services or delivered the Products; and

3.3.2. the value of all Products ordered by Logicalis before the date of expiry or termination and for which Logicalis has paid or of which it is legally bound to accept delivery, provided that Logicalis shall deliver such Products to Customer on the terms of the Contract; and

3.3.3. any costs incurred by Logicalis in order to provide the Services and/or the Products during the remainder of the term of the Contract, or costs incurred in acquiring equipment and/or materials used in the provision of the Services and/or Products or in engaging third parties in connection with the Services and/or Products payable by Customer over the remainder of the term of the Contract.

4. WARRANTIES

4.1. Logicalis warrants that during the relevant warranty period (if any, as set out in the relevant marketing materials provided to or made available in respect of such Logicalis Product) or subscription term (as the case may be) for Logicalis Products purchased by Customer pursuant to a Contract, the Logicalis Products will perform, in all material respects, in accordance with the Specifications. Customer must notify Logicalis of any warranty claim during the relevant warranty period or subscription term (as the case may be). Customer's sole and exclusive remedy and the entire liability of Logicalis for its breach of this warranty will be for Logicalis, at its own expense,

to do at least one of the following (i) use commercially reasonable efforts to provide a work-around or correct any defects or errors; (ii) terminate Customer's subscription to access and use the non-conforming Logicalis Product and refund the prepaid fee prorated for the unused period of the subscription term; or (iii) refund Customer the portion of amounts already paid attributable to the non-conforming Logicalis Product.

4.2. Logicalis warrants that any Services (as applicable) will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must notify Logicalis of any warranty claim for Services during the period the Services are being performed or within thirty (30) days after the conclusion of the Services. Customer's sole and exclusive remedy and the entire liability of Logicalis for the breach of this warranty will be for Logicalis, at its option and expense, to (i) use commercial reasonable efforts to re-perform the non-conforming Services; or (b) refund the portion of the fees paid attributable to the non-conforming Services.

4.3. For Product(s) sold to Customer by Logicalis that are not Logicalis Products, Customer acknowledges that Logicalis is not the manufacturer or developer of such Products. To the extent legally and contractually permitted, Logicalis shall pass through to Customer any transferable Product warranties, indemnities and remedies provided to Logicalis by the original vendor of such Products, including those for intellectual property infringement.

4.4. The express warranties in this Clause 4 do not apply if the applicable Product or Service (i) has been modified, except by Logicalis; (ii) has not been installed, used, or maintained in accordance with this Agreement, the Contract or other relevant documentation; or (iii) is non-conforming due to a failure to use an applicable recommended update.

4.5. Except for the express warranties in this Clause 4, Logicalis disclaims all other warranties, whether express, implied, statutory or otherwise. To the maximum extent permitted under applicable law, Logicalis specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement with respect to the Products and Services. There is no warranty that the Products and Services will be error-free, nor that they will operate without interruption or will fulfil any of the Customer's particular purposes or needs. The Products and Services are not fault-tolerant and are not designed or intended for use in any hazardous environment requiring fail-safe performance or operation. Neither the Products nor Services are for use in the operation of aircraft navigation, nuclear facilities, weapon systems, direct or indirect life support systems, air traffic control, or any application or installation where failure could result in death, severe physical injury, or property damage. Customer agrees that it is Customer's responsibility to ensure safe use of a Product.

5. CONFIDENTIAL INFORMATION

5.1. The Parties agree that Confidential Information exchanged shall be kept confidential and shall not be disclosed or given to any third party during and after the expiry or termination of this Agreement without the prior written consent of the disclosing Party. The aforementioned undertaking does not apply to information:
   (a) already known or independently obtained by the receiving Party;

   (b) publicly known or becomes publicly known through no breach of this Agreement; or

   (c) required to be disclosed pursuant to a lawful order of a court or government agency or regulation of a stock exchange, provided the receiving Party provides the disclosing Party with written notice of such order prior to disclosure and within such time as to allow the disclosing Party reasonable opportunity to oppose such disclosure before a court or agency of competent jurisdiction.

5.2. The Parties shall use or permit to use Confidential Information solely in connection with this Agreement or any Contract and not for its own or any third party benefit provided that the Parties shall be entitled to disclose Confidential Information to those of its employees (under equivalent confidentiality undertakings), if any, to whom and to the extent such disclosure is reasonably necessary for the purposes of this Agreement or any Contract.

6. INTELLECTUAL PROPERTY

6.1. Each Party and/or its licensors (as the case may be), retain all title, ownership and other intellectual property rights in and relating to any and all software code, designs, ideas, know-how, methodologies, technologies, techniques and documentation materials, information, data and other materials (collectively the "Intellectual Property") provided, owned, created or developed by that Party and existing prior to a Contract.

6.2. Subject to Clause 6.1 above, Logicalis and/or its licensors shall retain ownership of all Intellectual Property in the Deliverables. Upon full payment by the Customer of the fees due to Logicalis in each relevant Contract, Logicalis grants the Customer, or shall procure the grant to the Customer of, a fully paid-up, worldwide, non-exclusive, perpetual, royalty-free license to copy and modify the Deliverables for the purpose of receiving and using the Services and the Deliverables in its business or for its intended purposes.

6.3. Unless otherwise specified in a Contract, all Intellectual Property developed, created or provided solely by a Party shall remain the property of such Party and the other Party shall do all things necessary and sign all documents to ensure the same.

7. INTELLECTUAL PROPERTY INDEMNITY

7.1. THIS CLAUSE 7 DESCRIBES THE PARTIES' SOLE REMEDIES AND ENTIRE LIABILITY FOR SUCH ANY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. Logicalis agrees to indemnify the Customer from and against any damages finally awarded against the Customer in any intellectual property infringement claim, suit, action or proceedings brought against the Customer based on any Logicalis Products or Services delivered by Logicalis under this Agreement or a Contract, provided that:

(a) Logicalis is notified promptly in writing of any claim by the Customer and is given complete authority and information required for the conduct of the defence or settlement of the claim; and

(b) the Customer fully co-operates with Logicalis in defending or settling the claim, does not at any time admit liability, and provide the necessary statements, advice and evidence as Logicalis may reasonably request from time to time.

7.2. The intellectual property indemnity under this Agreement or any Contract does not apply:

7.2.1. To any Products not manufactured or developed by Logicalis; and

7.2.2. to any Third Party Services or Third Party Software.

7.3. Logicalis shall have no liability to indemnify the Customer against any claim insofar as any such claim is in respect of:

7.3.1. any use in combination with the Equipment or Services of any item not supplied by Logicalis (except where such combination, connection, operation or use is recommended, specified or approved by Logicalis) where such combined use directly gives rise to the claim; or

7.3.2. any modification carried out by or on behalf of the Customer to any Equipment or Services if such modification has not been authorised by Logicalis in writing; or

7.3.3. the Customer's unreasonable refusal to use modified Products or Services provided in place of the infringing Product or Service; or

7.3.4. any infringement or alleged infringement of any intellectual property right arising only by reason of Logicalis compliance with the express written instructions of the Customer.

7.4. If at any time any allegation is made that any Product or Services infringe any patent, copyright, trade secret or other proprietary right, or if in the reasonable opinion of Logicalis such an allegation is likely to be made, Logicalis may at its own expense:

7.4.1. procure the right for the Customer to continue to use the said Product or Services;

7.4.2. alter, modify or adjust said Products or Services so that they become non-infringing without materially reducing performance or function;

7.4.3. replace the said Product or Services with non-infringing equivalents;

7.4.4. if none of the above is practicable, to refund the Charges of the infringing Product or Services to Customer.

8. LIABILITY

8.1. Neither party excludes or limits liability to the other party for:

8.1.1. death or personal injury due to negligence;

8.1.2. fraudulent misrepresentation; or

8.1.3. any other liability which may not be excluded by law.

8.2. Subject to clause 8.1, the total liability of Logicalis arising out of or under each Contract in respect of any or all events giving rise to any loss or damage from any cause whatsoever shall in no event exceed:

8.2.1. the aggregate amounts paid by Customer in the twelve (12) months preceding a claim for the Products specified in the Contract for a claim relating to Products; or

8.2.2. the aggregate amounts paid by Customer in the twelve (12) months preceding a claim for the Services specified in the Contract for a claim relating to Services.

8.3. Subject to clause 8.1, Logicalis will not be liable for any loss of profits, revenues, business, goodwill, anticipated savings, data or any special, indirect, consequential or economic loss, howsoever arising (in negligence or otherwise), in relation to or otherwise in connection with the Product or Service, this Agreement, any Contract or any act or omission by Logicalis.

8.4. Subject to clause 8.1, Logicalis will not be liable for any Third Party Services or for the acts or omission of Third Party Service Providers.

9. COMPLIANCE WITH LAW

9.1. Logicalis agrees to abide by all applicable data protection laws applicable to it, as may be amended from time to time, in the performance of its obligations under this Agreement or a relevant Contract, and further undertakes not to use, collect or disclose any personal data except for the purpose of performing its obligations under this Agreement or such Contract. In the event that Logicalis breaches any of the provisions of the applicable data protection laws or its undertaking herein, it shall indemnify and hold harmless the Customer from any loss, damage, expense and regulatory penalties that the Customer may incur or suffer in connection with such breach.

9.2. The Parties shall comply with all international anti-bribery laws as applicable. Neither Party nor any of its agents or employees may offer, pay, promise or authorize any direct or indirect payments of anything of value for the purpose of obtaining business to any third party or a government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any official or employee of any public international organization, such as the United Nations or World Bank, or any person acting in any official capacity for or on behalf of such government, public enterprise or state-owned business), any political party or party official, any political candidate or any person or entity whom such Party knows or has reason to believe will give part of the payments to any of the previously mentioned categories of people.

9.3. Products or components of Products, which Logicalis may provide or make available to Customer pursuant to this Agreement, may be subject to export control and economic sanction laws and other foreign trade controls. Customer agrees to comply with applicable laws in connection with the Products, including without limitation, applicable foreign export controls, economic sanctions and other trade controls. Customer shall not resell or provide the Products to any entity in an embargoed nation, or any other country / region that becomes an embargoed nation from time to time. Customer agrees to indemnify Logicalis for any breach of this provision.

10. FORCE MAJEURE

10.1. A Party shall not be liable for any delay or failure to perform any of its obligations under this Agreement due to any Force Majeure Event, which means war, revolution, invasion, insurrection (rebellion), medical epidemics, riots, tribal or ethnic violence or unrest, acts of terrorism, sabotage

or other civil disorders, acts of God, strikes or other labour disputes, acts or omissions to act, beyond the control of and not brought about by the acts or omissions of a Party.

10.2. The Party, whose fulfilment of its obligations under this Agreement is or may be affected by a Force Majeure Event, shall notify the other Party in writing promptly after becoming aware of such event. The Parties shall in good faith attempt to find a solution consistent with this Agreement or the relevant Contract. If such a solution cannot be found within thirty (30) days after the occurrence of the first Force Majeure Event, either Party shall be entitled to terminate this Agreement.

11.   GENERAL

11.1. This Agreement shall not be assigned or transferred to another party in whole or in part except with prior written consent of the Parties to this Agreement.

11.2. Customer acknowledges and agrees that Logicalis may engage subcontractor(s) to perform the Services on its behalf.

11.3. During the term of this Agreement and for a period of one (1) year after, the Parties agree not to hire, recruit, solicit or otherwise employ any employee of the other involved under this Agreement or any Contract, unless such hiring is initiated by a public recruitment process or advertisement.

11.4. This Agreement is not intended to constitute, create, give effect to or to otherwise contemplate a joint venture or partnership between the Parties. Nothing in this Agreement grants any Party any right to make commitments of any kind for/or on behalf of another Party without the prior written consent of the said Party. Each Party to this Agreement is deemed to be independent and one Party's employees shall not be deemed to be employees of the other Party.

11.5. The delay or failure of either Party to exercise any of its rights shall not constitute or be deemed a waiver or forfeiture of such rights.

11.6. The headings and sub-headings in this Agreement are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions contained in this Agreement.

11.7. A Contract contains the entire agreement between the Parties, and supersedes any prior or contemporaneous oral or written agreements, commitments, understandings, or communications between the Parties.

11.8. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, the remainder clauses in this Agreement will remain valid, binding and enforceable on and against the Parties to the fullest extent allowed by applicable law.

11.9. This Agreement shall be governed by and construed in accordance with the laws of Singapore and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

12.   DEFINITIONS

In this agreement unless the context shall otherwise require the following words and expressions shall have the following meanings:

Affiliate	Means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party. For purposes herein, "control" means ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares or other equity interest in an entity.
Confidential Information	This Agreement, Contract and all other information in whatever form (including oral) disclosed by one Party to the other which relates to the disclosing party's operations, software, market opportunities, customers, business affairs, financials or contractual arrangements, or otherwise is information which a reasonable person would consider to be confidential because of its nature.

Contract	Means a valid binding agreement between Logicalis and Customer incorporating the terms of a Quotation or Order (as the case may be), and this Agreement.
Change Request Form	A written document agreed and executed by both Parties confirming the details of the change(s) to a Contract.
Charges	The charges payable by Customer as set out in a Contract.
Deliverables	any output of the Services to be provided by Logicalis to the Customer as specified in a Contract.
Equipment	Any hardware device or its accessories listed in a Contract.
Force Majeure Event	Shall have the same meaning as defined in clause 10.
Intellectual Property	Shall have the same meaning as defined in clause 7.
Logicalis	Means any of Logicalis Singapore Pte Ltd, Logicalis Hong Kong Limited, Logicalis Shanghai Limited, Logicalis Singapore Pte Ltd (Taiwan Branch), Logicalis Malaysia Sdn Bhd, and/or Logicalis Vietnam Company Limited, as may be applicable.
Logicalis Product(s)	Means Product(s) developed or manufactured by Logicalis or its affiliate(s), and excludes Products developed or manufactured by other vendors unrelated to Logicalis.
Order	Means any purchase order, document, or other communication of Customer setting out an order for Products or Services from Logicalis.
Product(s)	Means collectively the Equipment and Software.
Quotation	A written document issued by Logicalis which sets out the Charges and any terms, in addition to this Agreement, for the sale of Products and/or Services to Customer.
Service(s)	The services that Logicalis is to provide to the Customer in accordance with any Contract, including any license to use.
Software	Any operating system, applications, or other computer software and their applicable licenses (whether proprietary to Logicalis or not) installed on the Equipment or otherwise supplied by Logicalis.
Specifications	Means the technical requirements and functional description of any Product(s) or Service(s).
Third Party Services	Services which Logicalis procures for the Customer from a third party vendor ("Third Party Service Provider").
Third Party Service Provider	A third party who provides Third Party Services directly to the Customer.
Third Party Software	Software that is not proprietary to Logicalis and which is installed on the Equipment or otherwise supplied by Logicalis.

By signing below the Parties agree that they have read, understood and accept all the terms and conditions of this Agreement.

Logicalis Singapore Pte Ltd   [Customer]

Signature……………………………   Signature………………………………..

Name…………………………………..   Name…………………………………..

Title…………………………………   Title………………………………….

CHANGE REQUEST FORM

Change Request Reference Number:

Change Request Date:

Customer Name:

Project Name:

Contract / Order / Quotation Reference Number:

Description of Change:	
Reason for Change:	
Impact on Deliverables:	
Impact on Schedule:	
Impact on Project Costs:	

Approval Status:

Name:	Status (Approved / Rejected)	Date