

**WEBVISIONS SERVICE TERMS AND CONDITIONS (“ST&C”)  
(Forming An Integral Part Of The Service Agreement)**

**1. Responsibilities:**

**WEBVISIONS** will install all the services (hereinafter collectively known as the “**Service**”) specified in the SS&P of this **Service Agreement** for the **CUSTOMER**. **CUSTOMER** will be responsible for all content stored on and distributed from the Service. In addition:

1.1 This **Service Agreement** does not include any additional services. Additional services, including but not limited to, HTML programming, gateway programming, system administration, CGI development, application installation or media streaming services, may be purchased from **WEBVISIONS** and will not be performed without written approval of **CUSTOMER**. All service activations and/or changes must be accompanied by a signed written proposal;

1.2 This **Service Agreement** has no limitations on the following services, except where expressed within this **ST&C**: Authorized Email access, Authorized TELNET access, Authorized SSH access or Authorized FTP access.

1.3 **WEBVISIONS** does not support material on its network deemed to be either pornographic in nature, unsolicited email or spam, illegal in nature or fraudulent in nature. While non exhaustive, the **CUSTOMER** shall be deemed to have read and understood **WEBVISIONS'** policies available at the web resource site <http://www.webvisions.com/faqs/policies>. **WEBVISIONS** reserves the right to terminate any account that breaches these limitations, or where the usage does not abide by the relevant laws of the Republic of Singapore.

1.4 **WEBVISIONS** provides siteSupport Express Service which includes:

- Warm rebooting of servers;
- Power cycling (turning on and off) equipment;
- Setting accessible dip switches;
- Securing cabling to connections, cable organization, ties or labelling;
- Observing, describing or reporting on indicator lights or display information on machines or consoles;
- Basic observation and reporting on local environment in **WEBVISIONS'** premise;
- Typing commands on a keyboard as may be requested by **CUSTOMER**.

3.5 **WEBVISIONS** provides basic network monitoring 24 hours a day and 7 days a week (24x7) including sending a ping to the server every five (5) minutes. When a ping trace is not returned, **CUSTOMER** has the option of rebooting and/or receiving an email alert from **WEBVISIONS**.

1.6 **WEBVISIONS** provides system administration service, as described in <http://www.webvisions.com/services/siteadmin>, called siteAdmin service which is chargeable either on an adhoc request basis or on a prepaid support plan basis known as siteAdmin Service Packs.

1. siteAdmin adhoc service is chargeable at the rate of S\$250 per hour. siteAdmin Service Packs is a one-time fee of S\$1,800 which comprises of ten (10) hours of siteAdmin time. **CUSTOMER** can choose to purchase more siteAdmin Service Packs in blocks of ten(10) hours during the Service Term.

2. siteAdmin service is performed between 9 a.m. to 6 p.m. SGT (GMT+8) Monday to Friday. Any siteAdmin service performed outside these hours is chargeable at S\$400 per hour for siteAdmin adhoc service or double the usage hours in siteAdmin Service Packs service. For example, if one (1) hour of work is conducted outside office hours under siteAdmin Service Packs, it is chargeable for two (2) hours of siteAdmin Service Packs prepaid support time.

3. There is no expiry date for siteAdmin Service Packs except upon the cancellation of the **CUSTOMER Service Agreement**. siteAdmin Service Packs can be carried forward to the next Service Term along with the renewal of **CUSTOMER Service Agreement**.

4. The one time fee paid for siteAdmin Service Packs is neither exchangeable nor refundable for cash under any circumstances.

The minimum denomination in siteAdmin support time billed in any instance is one (1) hour. The support time is calculated from the time an **WEBVISIONS** engineer begins work on a Work Order through a Work Order Service Request form received online or signed and faxed by **CUSTOMER** until the completion of job specified. This will include time needed for troubleshooting problems, researching for the solutions and/or traveling to **CUSTOMER** premises.

1.7 **WEBVISIONS** do not permit **CUSTOMER** to introduce additional power extension cords or make use of additional power sockets not otherwise agreed with in the **Service Agreement**. Should a customer be found with additional power sockets used, **WEBVISIONS** reserves the right to charge the **CUSTOMER**, S\$50 setup and S\$50 monthly per power socket used and it reserve the right to demand that the **CUSTOMER** remove any unauthorized power extension cords.

1.8 **WEBVISIONS** do not permit **CUSTOMER** to use of any recording devices, including but not limited to cameras, mobile phone cameras, video-cams, and tape recorders in the **WEBVISIONS'** data centers without prior written permission from **WEBVISIONS**.

**2 Disclaimers:**

2.1 To the extent permitted by the applicable law, the express terms of this **Service Agreement** is in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise.

2.2 The **CUSTOMER** acknowledges and agrees that **WEBVISIONS** exercises no control over, and accepts no responsibility for, the content of the information passing through **WEBVISIONS'** host computers, network hubs and points of presence (the “**WEBVISIONS** network”) or the Internet.

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- 2.3 Notwithstanding any other oral or written communications between **WEBVISIONS** and the **CUSTOMER** about or in connection with the Service, to the extent permitted by the applicable law, neither **WEBVISIONS**, its employees, affiliates, agents, suppliers, sub-contractors, third-party information providers, merchants, licensors nor the like make any warranties of any kind to the **CUSTOMER** or any other person with respect to the Service or any equipment provided hereunder and disclaim all other warranties and conditions, express or implied, including without limitation warranties of error-free performance, quality, non-interruption of use, freedom from bugs or otherwise, and disclaim all implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, title and non-infringement, accuracy, reliability or content of any information services or merchandise contained in or provided through the Service, or otherwise.
- 2.4 While every care will be taken by **WEBVISIONS** to provide the Service and ensure a high level of security, **WEBVISIONS** disclaims all liability whatsoever for any loss, alteration, destruction or disclosure to any third party whomsoever, of any of the **CUSTOMER's** data or other data howsoever caused or arising including without limitation, delays, interceptions, non-deliveries or misuse as a result of any interruption, suspension or termination of the Service. **WEBVISIONS** cannot guarantee and does not warrant the accuracy of any data or report of the Service delivered to the **CUSTOMER**.
- 2.5 The **CUSTOMER** understands and agrees that **WEBVISIONS** shall under no circumstances be held responsible or liable for situations where the **CUSTOMER's** data is accessed by third parties through illegal or illicit means, including situations of access by exploitation of software security gaps, inherent flaws or weakness in any software, or the **CUSTOMER's** own internal security procedures governing the use of the Service and the conduct of its users.
- 2.6 Where **WEBVISIONS** assists the **CUSTOMER** by registering in the **CUSTOMER's** name such domain name(s) selected by the **CUSTOMER** as part of the Service, the **CUSTOMER** undertakes to fully indemnify **WEBVISIONS** in respect of any liability to a third party arising out of such a registration.
- 2.7 Subject to any service level agreements specifically referenced herein, the services and equipment provided under or associated with this **Service Agreement** are provided on an "as is" basis.
- 2.8 Neither **WEBVISIONS**, its employees, affiliates, agents, suppliers, sub-contractors, third-party information providers, merchants, licensors or the like, warrant that the Service will not be interrupted or error free; nor do any of them make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information services or merchandise contained in or provided through the Service.
- 2.9 **WEBVISIONS** is not liable for the content or loss of any data transferred either to or from the **CUSTOMER** or stored by the **CUSTOMER** or any of the **CUSTOMER's** clients via the Service provided by **WEBVISIONS**.
- 2.10 Where legislation implies in this **Service Agreement** any condition or warranty, and that legislation avoids or prohibits in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in this **Service Agreement**. However, the liability of **WEBVISIONS** for any breach of such condition or warranty shall be limited, at the opinion of **WEBVISIONS**, to one or more of the following:
  - a. If the breach relates to goods:
    - i. The replacement of the goods or the supply of equivalent goods;
    - ii. The repair of such goods;
    - iii. The payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - iv. The payment of the cost of having the goods repaired; and
  - b. If the breach relates to services:
    - i. The supplying of the Service again; or
    - ii. The payment of the reasonable cost of having the Service supplied again.

3. **Addendum:**

Any additional service subject to this **Service Agreement** may, together with other details relating to such service, form the subject matter of an addendum ("Addendum") that **WEBVISIONS** reserves the right to annex to this **Service Agreement**. Any Addendum so annexed shall form part of this **Service Agreement**.

4. **Payment:**

Payment for the Service in this **Service Agreement** is subject to the following conditions:

- 4.1 The First Payment as described in the **SS&P** or Addendum is due and payable upon signing of this **Service Agreement**. At the end of the Service Term, this **Service Agreement** is automatically renewed for the same period as the initial Service Term unless the **Service Agreement** is terminated with sixty (60) days notice in writing prior to expiration of the Service Term.
- 4.2 The Subsequent Monthly Payment is due on the first day of every service month or on the stipulated due date stated in the invoice, whichever is earlier.
- 4.3 In the event that **CUSTOMER's** account becomes past due, **WEBVISIONS** may, in its sole discretion, suspend, interrupt or disconnect the Services in this Service Agreement and any other Services that the **CUSTOMER** may have subscribed to with **WEBVISIONS**, upon fourteen (14) days notice to **CUSTOMER**. This notice will be sent via email to the email address last notified by **CUSTOMER** according to **WEBVISIONS** records.
- 4.4 In the event that **CUSTOMER's** account becomes past due for thirty (30) days, **WEBVISIONS** may assume that **CUSTOMER** wishes to discontinue the Service fully and **WEBVISIONS** will terminate the Service to **CUSTOMER** unilaterally and immediately without any further consent from **CUSTOMER**. In this case, the **Service Agreement** Termination Clause under Clause 6 of these ST&C is deemed to be invoked by **CUSTOMER** and termination penalty fee under Clause 6.3 shall apply immediately. However, prior to terminating the Service, **WEBVISIONS** will first have notified the **CUSTOMER** of the

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outstanding amount due under the account and provide sufficient time for the **CUSTOMER** to remedy the same. In the event the **CUSTOMER** fails to remedy the breach within the period stated in the notice given by **WEBVISIONS**, **WEBVISIONS** shall be entitled to exercise the provisions stated in this Clause.

- 4.5 For any reinstatement of suspended Services, a penalty of S\$250.00 will be charged to **CUSTOMER**. For Service suspended, **WEBVISIONS** may require such other action of **CUSTOMER** as **WEBVISIONS** reasonably determines is necessary under the circumstances, including letters of credit, banker guarantees, security deposit(s), restrictions on available credit or other action as **WEBVISIONS** may require from time to time regardless of **CUSTOMER**'s then-current payment status on its account or its payment history on such account. Failure to satisfy **WEBVISIONS**' request for such action within timelines reasonably set by **WEBVISIONS** may result in immediate termination of the Service without further notice. **CUSTOMER** may not withhold or offset any payment for any reason without **WEBVISIONS**' prior written consent.
- 4.6 **WEBVISIONS** shall bear no liability for any loss or damage resulting from its suspension or termination of Service under Clauses 4.3 and 4.4.
- 4.7 **CUSTOMER** understands and agrees that **WEBVISIONS** has the rights of lien over all equipment in their custody against unpaid debts plus interest accrued from the date of the invoice. Interest so charged will be levied at the rate of ten percent (10%) per annum. **CUSTOMER** account must be current before any of their own equipment may be out-processed from the **WEBVISIONS** data centre.
- 4.8 **CUSTOMER** understands and agrees that this **Service Agreement** is automatically and fully activated and chargeable on the Service Activation date.
- 4.9 The **CUSTOMER** hereby acknowledges that non-receipt of statement of account, bill of charges or any correspondence in relation to the **Service** is not a valid reason for the **CUSTOMER** to hold back or delay any outstanding payment due to **WEBVISIONS**.
- 4.10 In the event the **CUSTOMER** wishes to dispute any fees or charges in a statement of account, bill of charges or invoice issued by **WEBVISIONS**, this must be notified to **WEBVISIONS** as soon as possible and in any event, not later than the date on which the said amount becomes due and payable. All such disputes should be sent to [**contact person and address or email**] and accompanied by the following information :
- a. **CUSTOMER** name
  - b. Server ID assigned by **WEBVISIONS**
  - c. Details of the relevant statement/bill/invoice that is being disputed
  - d. Basis of the dispute together with any relevant evidence to support the same

Upon receipt of the above notice, **WEBVISIONS** will look into the matter and complete its investigation as soon as possible. The result of the said investigation will be made known to the **CUSTOMER** as soon as reasonably practicable thereafter. Notwithstanding such a dispute being lodged by the **CUSTOMER**, the **CUSTOMER** is obliged to pay to **WEBVISIONS** the portion of the fees or charges contained in the relevant statement, bill and/or invoice that is not the subject of the said dispute and failure by the **CUSTOMER** to do this can be treated as a breach of this Service Agreement and **WEBVISIONS** will be entitled to take the necessary actions in relation to such a breach. If the parties are unable to resolve the billing dispute even after the investigation conducted by **WEBVISIONS**, such a dispute can be referred to the Small Claims Tribunal or alternatively, in accordance with the provision set out in Clause 29 of this Service Agreement.

**5 Price Changes:**

**WEBVISIONS** reserves the right to adjust the pricing for this **Service Agreement**, but only after thirty (30) days written notice has been given to **CUSTOMER** via email upon mutual agreement with **CUSTOMER**.

**6 Services Agreement Termination:**

**CUSTOMER** or **WEBVISIONS** may terminate all or any of the Service in this **Service Agreement** subject to the following conditions:

6.1 The Service or this **Service Agreement** may be terminated upon sixty (60) days advance written notice by the **CUSTOMER** after the First Payment has been paid in full, and subjected to any additional termination charges. Such notice must be submitted to **WEBVISIONS** on official company letterhead signed by the signatory to this **Service Agreement**, or its authorized representative, together with the following information:

- a. **CUSTOMER** Name
- b. Effective Date of Intended Termination
- c. Server ID assigned by **WEBVISIONS**

6.2 Unless otherwise specified in this **Service Agreement**, **WEBVISIONS** will provide **CUSTOMER** at least sixty (60) days notice of any exercise by **WEBVISIONS** of its right to terminate this **Service Agreement**. Also, prior to suspending or terminating a service on the basis of a breach of agreement or for non-payment, **WEBVISIONS** will first notify the **CUSTOMER** of the breach and provide sufficient time for the **CUSTOMER** to remedy the same. In the event the **CUSTOMER** fails to remedy the breach within the period stated in the notice given by **WEBVISIONS**, **WEBVISIONS** shall be entitled to suspend and/or terminate the Services provided as it sees fit. Notwithstanding the above, **WEBVISIONS** is at liberty to dispense with service of a notice under this clause if :

- a. It has reasonable grounds to believe that delay in suspending and/or terminating the service is likely to harm and/or cause disruption to the network and business of **WEBVISIONS** (and this includes instances where the **CUSTOMER**'S server or website is compromising the resources of **WEBVISIONS** network or other hardware through excessive bandwidth utilization or otherwise)

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- b. **WEBVISIONS** is acting in compliance with a requirement of any regulatory authority or law enforcement body
- c. Where the **CUSTOMER** is an individual, the individual dies; or
- d. Where the **CUSTOMER** is a corporation, the corporation ceases to carry on its business.

6.3 If the Service or this **Service Agreement** is terminated before the expiry of the first Service Term or any subsequent Service Term, **CUSTOMER** shall be liable for a termination fee of one hundred percent (100%) of the Total Monthly charge as stated in the SS&P and all Addendum for each month remaining in the first Service Term or that subsequent Service Term;

6.4 **CUSTOMER** is required to settle all outstanding payment to **WEBVISIONS** before any equipment belonging to them can be removed from the **WEBVISIONS** data center. All removal of such equipment must be scheduled on weekdays during the business hours from 9a.m. to 6p.m. SGT (GMT+8) Monday to Friday. A charge of S\$400 per hour will be levied to **CUSTOMER** for any removal of equipment done outside this business hours;

6.5 **WEBVISIONS** shall bear no liability for any loss or damage resulting from the termination of Service under this Service Agreement or removal of any equipment by the **CUSTOMER** from the **WEBVISIONS** data center.

6.6 **CUSTOMER** will be given without further notice seven (7) working days from the last day of service to remove their own equipment from the **WEBVISIONS** Data Centre. If **CUSTOMER** did not remove the equipment at the end of the seventh day, **WEBVISIONS** will power down the equipment in the rack. A storage charge of S\$10 per RU (rack unit) per day will be imposed seven (7) working days after the last day of service. Any storage charge must be settled in cash before the equipment will be released to the **CUSTOMER** from the **WEBVISIONS** Data Centre. Any equipment not removed after the thirtieth (30th) day from the last day of service, **WEBVISIONS** will deemed the equipment to be unclaimed by the **CUSTOMER** and will exercise its rights to dispose of this equipment in any way it deem fit, without further notice or any compensation or liability to the **CUSTOMER**. If the additional storage charge exceeds the valuation of the equipment to be disposed, **CUSTOMER** will pay the balance in cash to **WEBVISIONS**.

**7. Bandwidth Utilization:**

Bandwidth utilization and calculation is subject to the following terms and conditions:

**7.1 Bandwidth Measurement:**

7.1.1 The maximum throughput of port assigned to the **CUSTOMER** is 100Mbps via Fast Ethernet interface unless the **CUSTOMER** chooses to cap the bandwidth at a fixed level.

7.1.2 All traffic utilization for **CUSTOMER** is measured by using a software program known as Multi-Router Traffic Grapher (herein known as “MRTG”) at the port used by **CUSTOMER**. The MRTG at **WEBVISIONS** is configured to monitor traffic passing through the switch as well as through the router. At the switch, the MRTG will monitor individual ports linked to each server to determine the traffic volume. Samplings are taken at 5-minute intervals and two samples are taken at each time: A sample to measure the data traffic from the switch to the server. And a sample to measure the data traffic from server to switch;

7.1.3 The MRTG can generate data traffic reports based on different time scales at 5-minute intervals, weekly 30 minute intervals and monthly 2-hour intervals. Bandwidth utilization is based upon the 95<sup>th</sup> percentile of the total bandwidth used. This figure is obtained as follows:

- a. Raw data is sorted in ascending order up to the maximum incoming or outgoing traffic rate;
- b. The 95<sup>th</sup> percentile is calculated using the formula:  $x=0.95n$ , where ‘n’ represents the total number of samples taken within the month;
- c. The figure obtained (‘x’) is rounded off to the nearest whole number;
- d. The figure that occupies the x<sup>th</sup> position in the data queue represents the 95<sup>th</sup> percentile. That is, if ‘x’ is 245, the 245<sup>th</sup> figure in the data table obtained in step (a) will represent the 95<sup>th</sup> percentile that will be used to calculate a client’s bandwidth utilization.

7.1.4 Excess bandwidth is deemed to be utilized when the 95<sup>th</sup> percentile reading at the end of the calendar month exceeds the Total Bandwidth Allocation specified in the SS&P. **CUSTOMER** will be billed for such excess bandwidth utilized at S\$1.50 per Kbps. For example, if the 95<sup>th</sup> percentile reading at the end of the calendar month is 2.176Mbps and the **CUSTOMER** has contracted 1.024Mbps of bandwidth in this **Service Agreement**, the charge for excess bandwidth payable to **WEBVISIONS** for that month shall be  $(1152*1.50)=S\$1,728$ .

7.1.5 Local Traffic and Bandwidth means IP traffic localized to **WEBVISIONS**’ Network or IP traffic to **WEBVISIONS**’ peering partners. For example, if an Internet Service Provider (ISP) has traffic that is routed to **WEBVISIONS** via a non-peering link, this traffic is not considered local traffic. A peering link is defined as an internet link where free exchange of traffic between ISP and **WEBVISIONS** occurs.

**7.2 Bandwidth Charges:**

7.2.1 **WEBVISIONS** will cap the bandwidth purchased by the **CUSTOMER** as a default. This is the guaranteed bandwidth level. **CUSTOMER** may choose to uncapped the bandwidth to allow the bandwidth to burst above the guaranteed bandwidth level. However **CUSTOMER** understands that by uncapping the bandwidth, excess bandwidth may be utilized for any particular month and as such this excess bandwidth is charged to the **CUSTOMER** at the end of each month.

7.2.2 When **CUSTOMER** chooses to uncapped the bandwidth, **CUSTOMER** agrees to pay **WEBVISIONS** for any excess bandwidth above the 95<sup>th</sup> Percentile, according to the rates as defined in Sub-Clause 7.1.4. The **CUSTOMER** will be responsible for monitoring their bandwidth usage from the online MRTG graphs provided by **WEBVISIONS**. For the avoidance of doubt, MRTG graphs provided by **WEBVISIONS** will be the final determination of bandwidth usage.

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7.2.3 **CUSTOMER** agrees to pay for its bandwidth usage as determined by **WEBVISIONS'** MRTG Graphs in any circumstance including hacking or illegal use which may result in increased use of bandwidth.

7.2.4 In the event of any hacking or illegal activities that had taken place on a **CUSTOMER's** server hosted at **WEBVISIONS** which results in increased bandwidth being utilized which is above the guaranteed bandwidth, the **CUSTOMER** may formally request for a subsidy of up to 50% (percent) of the incurred bandwidth cost attributed to such activities. The **CUSTOMER** will be responsible for providing proof of any such activities. The subsidy is subjected to final agreement by **WEBVISIONS** on completion of any investigation.

**Service Level Guarantees (hereinafter known as "SLG")**

**Definitions and Interpretations**

The definitions of this Service Level Guarantees in this **Service Agreement** is subjected to the following meanings:

- 8.1.1 "**WEBVISIONS Network**" means all telecommunications and networking devices within each **WEBVISIONS** Point-of-Presence ("POP"), all wiring within each **WEBVISIONS** POP and all telephone circuits between **WEBVISIONS** POP. The **WEBVISIONS** Network does not include telecommunications and networking devices not owned or not directly controlled by **WEBVISIONS**;
- 8.1.2 "**Network Outage**" means an outage that is contained within the **WEBVISIONS** Network where **CUSTOMER** cannot connect to the server from their location, but does not include planned outages as notified by **WEBVISIONS**, partial outages or degradation of service due to high packet loss or other similar network symptoms which indicate a condition outside of **WEBVISIONS** control. A Network Outage does not in any way include the failure of hardware or software used or owned by **CUSTOMER**;
- 8.1.3 "**Sixty (60) Contiguous Minutes**" means an unbroken sequence of sixty (60) minutes of network outage;
- 8.1.4 "**One (1) Rebate**" means only one credit paid in any calendar month into **CUSTOMER's** account. The rebate amount is calculated as described in Clause 8.1.6 below, regardless of the number of Network Outage that may occur in the same calendar month;
- 8.1.5 "**Eligible CUSTOMER**" means any customer who has purchased a service from **WEBVISIONS** outlined in the **SS&P**, but excludes a customer who has a non-standard service or installation. In addition, **CUSTOMER's** account must be up-to-date on all payment and in compliance with the terms in this **Service Agreement**;
- 8.1.6 "**One (1) full week of credit**" means a credit of seven (7) days, pro-rated on the basis of a thirty (30)-day month, calculated using the monthly rate owed by **CUSTOMER** for the month in which a Network Outage, Dedicated Server Hardware Outage, Backup and Restoration Process Failure or Firewall Hardware failure occurs, exclusive of any charges for traffic utilization, pass-through local loop and value-added services including but not limited to labour and taxes;
- 8.1.7 "**Dedicated Server Service**" is a **WEBVISIONS** service and it means the dedicated server service defined and provided by **WEBVISIONS**;
- 8.1.8 "**Dedicated Server Hardware**" means hardware components of the server provided in the **WEBVISIONS** Dedicated Server service only. The components include the processor(s), random access memory, hard disk(s), motherboard, network interface card(s) and any related hardware component which may be installed in the dedicated server only;
- 8.1.9 "**Dedicated Server Hardware Outage**" means to the failure of **Dedicated Server Hardware** to power-up and work in a reasonable fashion as intended;
- 8.1.10 "**siteBackup Service**" is a **WEBVISIONS** service and it means the backup service defined and provided by **WEBVISIONS**;
- 8.1.11 "**Backup and Restoration Process Failure**" means any situation in which **WEBVISIONS** cannot restore a scheduled backup due to no fault of **CUSTOMER** and which results in a loss of data to **CUSTOMER**;
- 8.1.12 "**siteSecure-Managed Firewall Service**" is a **WEBVISIONS** service and it means the managed firewall service defined and provided by **WEBVISIONS**;
- 8.1.13 "**Firewall Hardware**" means the firewall equipment and other related firewall hardware included under the **Service Agreement**;
- 8.1.14 "**Failed Firewall Hardware**" means the failure of the Firewall Hardware to power-up and work in a reasonable fashion as intended.
- 8.1.15 "**siteStore Service**" is a **WEBVISIONS** service and it means the data storage service defined and provided by **WEBVISIONS**;
- 8.1.16 "**siteStore Service Outage**" means the loss of the **WEBVISIONS** Storage Area Network ("SAN") service and/or total loss of data stored on the SAN service.

**8.2 Claim Policy and Process**

All claims for breach of Service Levels under this **Service Agreement** shall be made in the following manner:

- 8.2.1 All claims under this policy must be submitted using a "Credit Note Application" form which shall be provided by **WEBVISIONS** when the need arises with all details requested in the form filled in by **CUSTOMER**. This form must then be faxed to **WEBVISIONS** within forty-eight(48) hours from the start of the Network Outage;
- 8.2.2 The information that would be included in the "Credit Note Application" form is but may not be limited to:
  - a. **CUSTOMER** company name and registered business address;
  - b. Server ID(s) assigned by **WEBVISIONS** identifying the server(s) affected by the Network Outage;
  - c. Date and Start/End times of the Network Outage;
  - d. Description of any issue faced;

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e. Signature of CUSTOMER's authorized representative

- 8.2.3 WEBVISIONS will acknowledge all claims within two (2) business days and will review all claims within ten (10) business days of receipt of email. WEBVISIONS account manager will advise CUSTOMER by email at the current address last notified by CUSTOMER according to WEBVISIONS records. WEBVISIONS will advise in the email whether the appropriate service credit will be issued on the next invoice or reject the claim by specifying the basis for rejection;
- 8.2.4 WEBVISIONS reserves the right to change, amend, revise or revoke any one or more of the policies at any time of the Service Term;
- 8.2.5 In the event of a Network Outage which may result in any WEBVISIONS services not made available to CUSTOMER under this Service Agreement, CUSTOMER is able to make one(1) such claim under the Network Performance Guarantee only and no others.
- 8.2.6 In the event of any outage howsoever arising and of whatsoever nature, in respect of, or arising from, this Service Agreement or the provision of services hereunder, the maximum claim CUSTOMER can make against WEBVISIONS in any given month is 100% of CUSTOMER's monthly fee (i.e. or one month's worth) as stated in this Service Agreement.
- 8.2.7 Any claims under any breach of Service Levels will be limited to the individual WEBVISIONS service in this Service Agreement which is covered under this Clause 8 only.

**8.3 Network Performance Guarantee:**

WEBVISIONS is committed to providing a reliable, high quality network to support CUSTOMER worldwide, and in so doing aims to provide a network availability of 99.98% on the WEBVISIONS Network. The WEBVISIONS Network Performance Guarantee which CUSTOMER has subscribed to as indicated in the SS&P of this Service Agreement, is subject to the following terms and conditions:

**8.3.1 Network Performance Guarantee - Standard:**

In the event of a Network Outage that is (1) due to a cause within the WEBVISIONS Network and (2) exceeds sixty (60) contiguous minutes, the eligible CUSTOMER may request a rebate equivalent to the total number of minutes that the Network Outage occurred as indicated by WEBVISIONS network monitoring system. Such rebate shall be credited to CUSTOMER's account by WEBVISIONS and each rebate shall be prorated based on the actual number of days in that calendar month of the Network Outage incident and the WEBVISIONS service as stipulated in the SS&P of this Service Agreement. The maximum rebate is SGD750.00 per month. This rebate is limited to one (1) per month during the Service Term;

**8.3.2 Network Performance Guarantee - Enhanced:**

In the event of a Network Outage that is (1) due to a cause within the WEBVISIONS Network and (2) exceeds sixty (60) contiguous minutes, the eligible CUSTOMER may request a rebate of one(1) full week of credit for the service supplied by WEBVISIONS as stipulated in the SS&P of this Service Agreement. The maximum rebate is SGD2,000.00 per month. This rebate is limited to one (1) per month during the Service Term;

**8.3.3 Network Performance Guarantee - Premium:**

In the event of a Network Outage that is (1) due to a cause within the WEBVISIONS Network and (2) exceeds sixty (60) contiguous minutes, the eligible CUSTOMER may request a rebate of two (2) full weeks of credit for the service supplied by WEBVISIONS as stipulated in the SS&P of this Service Agreement. The maximum rebate to be applied is SGD5,000.00 per month. This rebate is limited to one (1) per month during the Service Term.

**8.4 Dedicated Server Hardware Guarantee**

This SLG is applicable to CUSTOMER that subscribe to WEBVISIONS Dedicated Server Service and WEBVISIONS guarantees the functioning of the dedicated server hardware components under the Service. WEBVISIONS will diagnose any fault and replace any failed component at no additional cost to CUSTOMER. Upon identification of a dedicated server hardware outage, hardware remedy will begin immediately. The WEBVISIONS Dedicated Server Hardware Guarantee is subject to the following terms and conditions:

**8.4.1 Dedicated Server Hardware Guarantee – Standard:**

Any dedicated server hardware remedy is guaranteed to be completed within thirty-six (36) hours of problem identification. This does not include time needed to configure or optimize the dedicated server hardware and does not include system administration time needed to install operating systems or any software application. In the event that it takes WEBVISIONS more than thirty-six (36) hours to replace faulty dedicated server hardware, WEBVISIONS will rebate CUSTOMER an amount equivalent to five percent (5%) of the monthly fee of the Dedicated Server Services only per additional hour of dedicated server hardware outage, up to twenty-five percent (25%) of CUSTOMER's monthly fee for the Dedicated Server Service only. Such rebate is limited to one (1) rebate per month during the Service Term.

**8.4.2 Dedicated Server Hardware Guarantee – Enhanced:**

Any dedicated server hardware remedy is guaranteed to be complete within twenty-four (24) hours of problem identification. This does not include time needed to configure or optimize the dedicated server hardware and does not include system administration time needed to install operating systems or any software application. In the event that it takes WEBVISIONS more than twenty-four (24) hours to replace faulty dedicated server hardware, WEBVISIONS will rebate CUSTOMER an amount equivalent to five percent (5%) of the monthly fee of the Dedicated Server Services only per additional hour of dedicated server hardware outage, up to fifty percent (50%) of CUSTOMER's monthly fee for the Dedicated Server Service only. Such rebate is limited to one (1) rebate per month during the Service Term.

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**8.4.3 Dedicated Server Hardware Guarantee – Premium:**

Any dedicated server hardware remedy is guaranteed to be complete within four (4) hours of problem identification. This does not include time needed to configure or optimize the dedicated server hardware and does not include system administration time needed to install operating systems or any software application. In the event that it takes **WEBVISIONS** more than four (4) hours to replace faulty dedicated server hardware, **WEBVISIONS** will rebate **CUSTOMER** an amount equivalent to five percent (5%) of the monthly fee of the Dedicated Server Services only per additional hour of dedicated server hardware outage, up to one-hundred percent (100%) of **CUSTOMER**'s monthly fee for the Dedicated Server Service only. Such rebate is limited to one (1) rebate per month during the Service Term.

**8.5 SiteBackup Service Level Guarantee**

This SLG is applicable to **CUSTOMER** that subscribed to **WEBVISIONS**' siteBackup service. **CUSTOMER** understands that **WEBVISIONS** does not guarantee the integrity of backup media or the success of any backup or restoration process. The **CUSTOMER** is responsible to verify the success of any backup process. **WEBVISIONS** will provide one free Backup Recovery test (by appointment only) each month and one free Disaster Recovery test (by appointment only) each year during the Service Term. Any other recovery services will be charged at a SiteAdmin rate of S\$250 per hour. In the event of a restoration process failure that causes loss of **CUSTOMER** data, **WEBVISIONS** will refund the **CUSTOMER** one-hundred percent (100%) of **CUSTOMER**'s monthly siteBackup service fee only. Such rebate is limited to one (1) rebate per month during the Service Term.

**8.6 SiteSecure Service -Managed Firewall Service Level Guarantee**

This SLG is applicable to **CUSTOMER** that subscribed to **WEBVISIONS** siteSecure-Managed Firewall service. In the event that the dedicated firewall hardware fails, hardware remedy will begin immediately upon identification of the failed firewall hardware. The SLG guarantees resolution of the fault within four (4) hours of the problem being identified. In the event that it took more than four (4) hours to replace faulty firewall hardware, **WEBVISIONS** will rebate **CUSTOMER** an amount equivalent to five percent (5%) of the monthly fee of the siteSecure-Managed Firewall service only per additional hour of failed firewall hardware, up to one-hundred percent (100%) of **CUSTOMER**'s monthly fee for the siteSecure-Managed Firewall service only. Such rebate is limited to one (1) rebate per month during the Service Term.

**8.7 SiteStore Service Level Guarantee**

This SLG is applicable to **CUSTOMER** that subscribed to **WEBVISIONS** siteStore service. For each reported incident exceeding 60 continuous minutes of SAN outage per month, **WEBVISIONS** will rebate an amount equivalent to one (1) full week of credit of siteStore service for a fully serviced month, or prorated accordingly. The total of such rebates is limited to at most only one month's worth of siteStore service fee. SAN outage is defined as loss of SAN service or total loss of data stored on SAN storage. **WEBVISIONS** is not responsible for any loss of data caused by data corruption, viruses, hardware failures or otherwise howsoever. Data backup is the sole responsibility of the **CUSTOMER**.

**9. Equipment:**

**9.1 CUSTOMER** acknowledges that any hardware, software, and other equipment utilized by **WEBVISIONS** to provide the Service or supplied by **WEBVISIONS** to **CUSTOMER** for purposes of **CUSTOMER** receiving the Service (hereinafter collectively known as the "Equipment") is and remains the property of **WEBVISIONS** or its licensors, subject to purchase rights, if any, specifically granted to **CUSTOMER** under this **Service Agreement**. **WEBVISIONS**' sole liability for any malfunction or defect, if any, in the Equipment shall be the Service Level Guarantees in Clause 8 of this **Service Agreement** or attached hereto and **CUSTOMER**'S sole and exclusive remedy for such malfunction or defect shall be the remedies set forth in such Service Level Guarantees. In the event that **CUSTOMER** exercises a purchase option for the Equipment, **CUSTOMER** acknowledges that any rights or remedies **CUSTOMER** may have regarding the performance or compliance of such purchased Equipment are limited to warranties, if any, extended by the manufacturer of such Equipment, to the extent that such warranties are assignable by **WEBVISIONS** to **CUSTOMER**. **CUSTOMER** further acknowledges that **WEBVISIONS** will have no responsibility for any other equipment utilized by **CUSTOMER** to receive the Service whether supplied by **CUSTOMER** or any Third Party ("Customer Equipment"). **CUSTOMER** is responsible for risk of loss or damage to any Equipment supplied by **WEBVISIONS** to **CUSTOMER** to enable **CUSTOMER** to receive the Service and shall ensure that, during the term of this **Service Agreement**, such Equipment is insured for full replacement value with a reputable insurance company. **CUSTOMER** shall operate the Equipment supplied by **WEBVISIONS** in accordance with **WEBVISIONS** and manufacturer's guidelines. **CUSTOMER** is entitled to use any Equipment supplied by **WEBVISIONS** only in connection with **CUSTOMER** permitted use of the Service.

**9.2 WEBVISIONS** reserves the right to substitute, change or modify the Equipment or any software utilized to provide the Service at any time. **WEBVISIONS** shall not be responsible for any changes in the Service that cause the **CUSTOMER** Equipment to become obsolete, require modification or alteration, or otherwise affect the performance of the Service. However, if practicable (without an obligation to expend funds or incur additional costs), **WEBVISIONS** will assist **CUSTOMER** in resolving any such Equipment problems over which **WEBVISIONS** may have control.

**9.3 WEBVISIONS** may interrupt the Service at any time, without liability to **CUSTOMER**, to perform scheduled or emergency maintenance.

**9.4 WEBVISIONS** may, in its sole discretion, take corrective action, including assessment of additional charges, disconnection or discontinuance of any and all Service, or termination of this **Service Agreement**, in the event **CUSTOMER** engages in or commits any of the following acts:

- a. Alter, modify or improperly use, including violations of **WEBVISIONS**' Acceptable Use Policy, any portion of the Equipment or software utilized to provide the Services;

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- b. Perform or attempt to perform maintenance services on the Equipment unless specifically requested by **WEBVISIONS** to do so;
- c. Attach devices or other equipment not approved by **WEBVISIONS** [or the original manufacturer of the Equipment] to the Equipment;
- d. Alter or modify the **CUSTOMER** IP address space on any interface on the Equipment without prior communication to **WEBVISIONS**.

9.5 In the event that **WEBVISIONS** elects to take any corrective action, **CUSTOMER** shall not be entitled to a refund of any fees paid in advance prior to such corrective action. **WEBVISIONS** shall bear no liability to **CUSTOMER** in the event **CUSTOMER** engages in or commits any of the foregoing acts nor shall **WEBVISIONS** be liable to **CUSTOMER** for any corrective action taken. In the event the **Service Agreement** is terminated as stipulated in Clause 9, then Clause 6.3 shall apply immediately.

**10 Service Activation Date:**

The Service Activation Date is the date when the Service is activated. This is the date: (a) when an email from **WEBVISIONS** indicating the official release of the Service is sent to the contact person(s) provided by **CUSTOMER** in the Customer Information Form, or (b) on the tenth (10<sup>th</sup>) working day from the Contract Date, whichever is earlier in (a) and (b), or (c) specifically indicated in the **Service Agreement** as the Service Activation Date. The Service Activation Date shall form the date when the billing for the Service will begin and the billing shall continue for the full Service Term. This **Service Agreement** shall continue to be self-renewed on the last day of the Service Term for further length of service similar to the Service Term and shall remain subjected to the ST&C, SS&P and/or Addendum(s) hereto of this **Service Agreement** for the period of that new Service Term, unless the Service is terminated by **CUSTOMER** or **WEBVISIONS**.

**11 Service Level Support:**

**WEBVISIONS** is not responsible for the repair of equipment, and/or the alteration of equipment, and/or the repair of unspecified accessories or peripherals attached to the equipment, made necessary by the actions of **CUSTOMER**. **WEBVISIONS** shall not be held responsible or liable for any delay in furnishing or failure to furnish service where forces beyond the reasonable control of **WEBVISIONS** caused such delay. Any warranty terms will terminate in the event the system or equipment is serviced or modified by any person other than authorized **WEBVISIONS** staff.

**12 Accounts, Passwords and Security:**

- 12.1 As information transmitted through the Internet in general is not confidential, **WEBVISIONS** cannot and shall not guarantee the privacy or protection of any information transmitted through the Internet by **CUSTOMER**.
- 12.2 **CUSTOMER** shall take all such measures as may reasonably be necessary (including but not limited to changing its password from time to time) to protect the secrecy of its User Identification (hereinafter known as "UI") and/or password and shall not reveal or share the same to any other unauthorised person(s), and shall ensure that the UI and Service are accessed and used only by authorised parties, and take all such steps as may be necessary to ensure its continue security and to prevent any unauthorised access or use.
- 12.3 **WEBVISIONS** shall not be liable for any loss or damage incurred by **CUSTOMER** or third parties due to any wrongful use of **CUSTOMER's** account by **CUSTOMER** or any wrongful or fraudulent use of **CUSTOMER's** account by any other person.
- 12.4 Where a UI is necessary to access the services under the **Service Agreement**, **CUSTOMER** shall use only its own UI.
- 12.5 **CUSTOMER** shall be solely responsible for any activity conducted or any information transmitted through the use of the UI.
- 12.6 **CUSTOMER** shall co-operate with **WEBVISIONS** in all such security investigations, indemnify and defend and hold harmless **WEBVISIONS** for any liability or expense arising from such use or misuse.
- 12.7 **CUSTOMER** acquires no rights to any mailbox number, the UI, IP address, circuit reference and any codes assigned to it by **WEBVISIONS** and **WEBVISIONS** reserves the right to change or re-assign the same to **CUSTOMER** at its sole discretion without being liable to **CUSTOMER** for any damages or losses suffered there from.
- 12.8 **WEBVISIONS** shall not be liable for any corruption of data in **CUSTOMER's** systems resulting from an external security breach or any inappropriate handling of such data on **CUSTOMER's** part even with sufficient security access.
- 12.9 If at any time **CUSTOMER** desires to and requests **WEBVISIONS** to reset its password, **CUSTOMER** shall forthwith after ascertaining that its password has been reset change such password to a new password.
- 12.10 The parties agree to immediately notify each other of any unauthorized use of **CUSTOMER's** account or of any other breach of security known to either of the parties or where either of the parties has reason to suspect that the same may have occurred.
- 12.11 **CUSTOMER** shall comply with all usage instructions and guidelines in respect of the use of the Service that may be published from time to time by **WEBVISIONS**.

**13 Limitations of Liability:**

- 13.1 With the exclusion of death or bodily injury directly caused by the fault or proven negligence of **WEBVISIONS**, **WEBVISIONS'** liability to the **CUSTOMER** for claims under and in connection with this **Service Agreement** irrespective of the form of action, whether for liability in contract, tort or otherwise shall be limited to the sum of the fees paid by the **CUSTOMER** to **WEBVISIONS** under this Service Agreement in the Service Term prior to the date of the cause of action.
- 13.2 Under no circumstances, unless specifically made within the terms of this **Service Agreement**, shall **WEBVISIONS**, its officers, agents or anyone else involved in creating, recreating, producing or distributing **WEBVISIONS** service be liable whether in

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contract, tort (including negligence or breach of statutory duty) or otherwise for any direct, indirect, incidental, special or consequential loss or damages (including loss of revenue or profits) that result from the use of or inability to use of **WEBVISIONS** service; nor shall liability be accepted for that which results from any mistakes, omissions, interruptions, deletion or loss of files, errors, defects, deficiencies, deterioration in quality, incompatibility, unsuitability, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, power failure, theft, destruction, deletion, corruption or unauthorized access to **WEBVISIONS** records, equipment, programs or services. The **CUSTOMER** hereby acknowledges that this paragraph shall apply to all content on **WEBVISIONS** service and is solely responsible for independent backup of data stored on **WEBVISIONS** service. The limitation of liability provided herein reflects the allocation of risk and material inducement for **WEBVISIONS** to enter into this **Service Agreement**. With the exception of non-payment, neither party may bring any action, regardless of form, arising out of this **Service Agreement**, more than one (1) year after the cause of action.

**14 Intellectual Property Rights:**

14.1 The parties acknowledge that:

- a. **WEBVISIONS** remains the sole owner of any software supplied by **WEBVISIONS** and all Intellectual Property Rights associated with such software, including modifications effected for the benefit of **CUSTOMER** or otherwise in connection with this **Service Agreement**;
- b. **CUSTOMER** remains the sole owner of any software supplied by **CUSTOMER** and all Intellectual Property Rights associated with such software;
- c. all Intellectual Property Rights in any software used by **WEBVISIONS** in connection with the Service and licensed by third parties to **WEBVISIONS**, and modifications or enhancements thereto for the benefit of **CUSTOMER** or otherwise in connection with this **Service Agreement**, vests in **WEBVISIONS** and/or its licensors, as the case may be; and
- d. unless otherwise agreed in writing, all Intellectual Property Rights in any permitted modifications to the software supplied by **CUSTOMER** effected by **WEBVISIONS** for the benefit of **CUSTOMER** or otherwise in connection with this **Service Agreement** shall vest in **CUSTOMER**.

14.2 **CUSTOMER** grants **WEBVISIONS** the right to use the software supplied by **CUSTOMER** solely for the purposes of providing the Service.

14.3 Subject to the terms and conditions set forth herein, **WEBVISIONS** grants to **CUSTOMER** and its authorised users and **CUSTOMER** accepts, also on behalf of all authorised users, a non-exclusive, non-transferrable and non-sub-licensable licence for the relevant Service Term, to access and use the software supplied by **WEBVISIONS** installed and used in conjunction with the Service in the manner as contemplated under this **Service Agreement**.

14.4 **CUSTOMER** shall be responsible for obtaining all necessary authorisations and consents from third party licensors of the software supplied by **CUSTOMER** to the extent that this is necessary to enable **WEBVISIONS** to provide the Service. Where any software is procured by **WEBVISIONS** on **CUSTOMER**'s behalf and are necessary in order for **WEBVISIONS** to provide the Service, **CUSTOMER** shall execute all necessary documents in relation to such software as required and instructed by **WEBVISIONS**.

14.5 **WEBVISIONS** shall be responsible for obtaining all necessary authorisations and consents from third party licensors of any software used by **WEBVISIONS** in connection with the Service and licensed by third parties to **WEBVISIONS** to the extent that this is necessary to enable **WEBVISIONS** to provide the Service.

14.6 For the purposes of this clause, "Intellectual Property Rights" mean all intellectual property rights and industrial property rights (worldwide, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including without limitation, all

- a. patents, re-examined patents, and patent applications, whenever filed and wherever issued, including without limitation substitutes of such applications and all priority rights resulting from such applications;
- b. rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications for registration and registrations thereof; and
- c. rights relating to the protection of trade secrets and confidential information; and
- d. rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and
- e. divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued, or acquired.

**15 Force Majeure:**

**WEBVISIONS** shall not be liable to the **CUSTOMER** for any delay or failure to perform its obligations pursuant to this Service Agreement, or breach of the terms and conditions herein arising from a circumstance beyond **WEBVISIONS**' reasonable control including but not limited to (a) acts of God, lightning strikes, shortage or interruption of power supply, earthquakes, floods, storms, subsidence, inclement weather, explosions, fires and any natural disaster; (b) acts of war or military operations, national or local emergency, acts or omissions of Government or any competent authority, acts of public enemies, terrorism, riots, insurrection, civil commotion or disorder, malicious damage, sabotage and revolution; (c) strikes, lockouts, labour troubles, insurrections, and other labour or industrial disputes (whether or not involving the employees of **WEBVISIONS**); and (d) acts or omissions of persons or bodies for whom **WEBVISIONS** is not responsible for or any other causes whether similar or dissimilar beyond the control of **WEBVISIONS** so affected.

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**16 Best Efforts:**

Both **CUSTOMER** and **WEBVISIONS** agree to use their best efforts to cooperate in the performance and execution of this **Service Agreement**.

**17 Agency:**

Both **CUSTOMER** and **WEBVISIONS** agree that this **Service Agreement** is not intended to create or imply any agency relationships of any kind. Both parties agree not to service any obligations in the name of the other party, and agree not to use each other's credit in conducting any activities under this **Service Agreement**.

**18 Trademarks:**

**WEBVISIONS** may include the name of **CUSTOMER**, their trademarks, logos and/or contact information in directories of **WEBVISIONS** service subscribers for the purpose of promoting the use of **WEBVISIONS** services. **CUSTOMER** hereby grant **WEBVISIONS** a non-exclusive, royalty-free license to use, display and reproduce **CUSTOMER** trademarks, or service marks and logos ("Trademarks") solely in connection with **WEBVISIONS** marketing of the service. **WEBVISIONS** shall use the Trademarks in accordance with policies as provided by **CUSTOMER** from time to time.

**19 Confidentiality:**

19.1 The parties acknowledge that in the course of their relationship with each other pursuant to the **Service Agreement**, one party will come into possession of Confidential Information belonging to the other party. The parties hereby agree and undertake that during the term of this **Service Agreement**, notwithstanding any suspension, termination or expiry of the **Service Agreement**, and for a period of one (1) year from the date of termination of this **Service Agreement** thereafter, all such Confidential Information shall be used only in connection with the performance of this **Service Agreement** and the undertaking of the obligations herein and not be used for any other purpose whatsoever, and shall not disclose such Confidential Information, whether directly or indirectly, to any other third party without prior written approval of the other party, PROVIDED THAT the such restriction on the use or disclosure of such Confidential Information SHALL NOT apply to Confidential Information:

- a. already known by the receiving party without an obligation of confidentiality other than pursuant to this **Service Agreement**;
- b. that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the receiving party;
- c. lawfully received from a third party without a breach of this **Service Agreement**;
- d. disclosed with the prior written approval of the disclosing party;
- e. independently developed without use of the disclosing party's Confidential Information; or
- f. required to be disclosed pursuant to a lawful order of a court or government agency in compliance with the applicable laws, rules and regulations prevailing in the Republic of Singapore, 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.

19.2 Without the prior written consent of the other party, each party will not in any manner whatsoever make public, disclose or communicate to any third party or to its employees, servants, agents, contractors or consultants, any Confidential Information for any purpose whatsoever except for the purposes which such information was supplied.

19.3 Each party agrees to use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure of such Confidential Information to outside parties.

19.4 **CUSTOMER** acknowledges and agrees that **WEBVISIONS** or any of its agents, employees or sub-contractors may from time to time disclose any Confidential Information as is necessary to identify or resolve technical problems, to respond to service complaints, or in the provision or operation of the Service and any other service or procedure in connection with the Service.

19.5 Each party agrees and acknowledges that any breach or threatened breach by the receiving party of its covenants and agreements set forth in this **Service Agreement** will cause irreparable injury to the disclosing party for which monetary damages would be an inadequate remedy and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this **Service Agreement** or the continuation of any breach by the receiving party, without the necessity of proving actual damages.

**20 Indemnity:**

20.1 **CUSTOMER** shall at all times indemnify and hold harmless **WEBVISIONS**, its employees, affiliates, agents, suppliers, sub-contractors, third-party information providers, merchants, licensors and the like and pay any settlement amounts awarded by a court of final jurisdiction arising from and against any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable legal fees, costs, and other expenses incurred by **WEBVISIONS** caused by:

- a. A breach by **CUSTOMER** of its obligations under this **Service Agreement**;
- b. **WEBVISIONS** possessing **CUSTOMER**'s data or related data, documentation or records;
- c. **WEBVISIONS** delivering material or information to a party in accordance with the direction of a duly authorised law enforcement office or government representative;
- d. Any act, omission or negligence of **CUSTOMER**, its employees and agents; and
- e. Any activities conducted by **CUSTOMER** while using the Service.

20.2 As a separate and independent stipulation, in addition to and not in derogation of this **Service Agreement**, **CUSTOMER** hereby irrevocably and unconditionally undertakes to indemnify **WEBVISIONS** and keep **WEBVISIONS** indemnified fully and completely against all claims and demands, actions and proceedings, losses, damages, costs and expenses, including legal costs as between solicitor and

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client, and all other liabilities of whatsoever nature or description, which may be made, taken, incurred or suffered by **WEBVISIONS** in enforcing this **Service Agreement** or otherwise in connection with or in any manner arising out of this **Service Agreement**.

20.3 Both parties agree to promptly notify each other upon receipt of any claim or legal action arising out of activities conducted pursuant to this **Service Agreement**.

20.4 The rights and responsibilities established in this paragraph shall survive indefinitely the termination of this **Service Agreement**.

20.5 FOR THE AVOIDANCE OF DOUBT, it is understood and agreed that **WEBVISIONS** does not intend and will not be required to edit or review for accuracy or appropriateness of any of **CUSTOMER's** content as delivered through the Service and under this **Service Agreement**.

**21 Waiver:**

Either party's waiver of, or failure to exercise, any right provided for in this **Service Agreement** shall not be deemed a waiver of any future right established within this **Service Agreement**.

**22 Successors and Assigns:**

This **Service Agreement** shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

**23 Captions:**

The captions of each paragraph of this **Service Agreement** are inserted solely for the reader's convenience, and are not to be construed as part of this **Service Agreement**.

**24 Non-Solicitation:**

During the term of this **Service Agreement** and for a period of one (1) year thereafter, **CUSTOMER** agrees not to hire, recruit, solicit or otherwise employ any employee of **WEBVISIONS** involved in connection with the Service. The parties acknowledge the value of such employees to **WEBVISIONS** and the investment **WEBVISIONS** has committed towards the training of such employees, as well as the difficulty in ascertaining the quantum of damages for breach of this clause and accordingly, agree that in such event, **CUSTOMER** shall pay **WEBVISIONS** liquidated damages equal to six (6) months of the solicited employee's last drawn remuneration as at the date of the solicited employee's last day of service with **WEBVISIONS**. The Parties acknowledge that such a liquidated sum represents a fair and reasonable amount of compensation to **WEBVISIONS** for the loss of its employee to **CUSTOMER** in such event.

**25 Notices:**

Notices required by this **Service Agreement** shall be in writing and shall be delivered either by personal delivery, mail, email or facsimile. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this **Service Agreement** shall be addressed to the individuals in the capacities indicated above, or as specified by subsequent written notice delivered by the party whose address has changed.

**26 Internet Etiquette:**

Electronic forums such as email distribution lists and Usenet news groups all have expectations regarding subject area and appropriate etiquette for posting. Users of these forums should be considerate of the expectations and sensitivities of others on the network when posting material for electronic distribution. The network resources of **WEBVISIONS** may not be used to impersonate another person or misrepresent authorization to act on behalf of others or **WEBVISIONS**. All messages transmitted via **WEBVISIONS** Network should correctly identify the sender; users may not alter the attribution of origin in email messages or posting. Users must not attempt to undermine the security or integrity of the **WEBVISIONS** or any other computing systems or networks using **WEBVISIONS** Network and must not attempt to gain unauthorized access to these computing systems or networks.

**27 Entire Agreement:**

This **Service Agreement** supersedes all prior agreements, arrangements and understandings between the parties, whether in writing or orally, and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this **Service Agreement** shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

**28 Severability:**

Should one or more clauses or sub-clauses of this **Service Agreement** be held invalid under the laws of the Republic of Singapore, the remaining clauses or sub-clauses shall remain in effect as a whole and binding **Service Agreement**.

**29 Dispute Resolution**

29.1 In the event of any disagreement or dispute between the parties arising out of any matter relating to or arising out of this **Service Agreement**, the parties shall in the first instance seek to resolve the matter by discussions between the respective representatives of the **CUSTOMER** and **WEBVISIONS**. In the event that they are unable to resolve the disagreement or dispute within 2 business days, it shall be escalated for resolution to the parties' senior representatives.

29.2 If the disagreement or dispute is not resolved pursuant to either Clause 29.1 above or if either party believes that it is unlikely to be resolved in this matter, the matter may by agreement between the parties be referred to mediation.

29.3 If the disagreement or dispute is not resolved pursuant to either Clause 29.1 or 29.2 above and is of a technical nature, either party may by written notice to the other require that the matter be referred to a technical expert ("the Expert") for resolution. The Expert shall be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Singapore International Arbitration Center and both parties shall at their own cost afford the Expert with such assistance as he/she may reasonably request in connection with the resolution of the disagreement or dispute. The Expert shall be instructed to provide his/her decision as soon as

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reasonably possible. Unless otherwise directed by the Expert in the context of his/her decision, the costs of the Expert shall be borne equally by the parties.

29.4 In all other circumstances all disputes arising under or in relation to this **Service Agreement** shall be the subject to the jurisdiction of the courts of the Republic of Singapore.

**30 Governing Law and Jurisdiction**

The validity, interpretation, enforceability, and performance of this **Service Agreement** shall be governed by and construed in accordance with the laws of the Republic of Singapore. Each party hereto submits to the exclusive jurisdiction of the courts of the Republic of Singapore.

**Signed and Accepted by :**

**Authorized Signature**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Designation**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Signed and Accepted by WEBVISIONS:**

**Authorized Signature**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Designation**

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**Date**

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