



GENERAL TERMS AND CONDITIONS

Blacklight General Terms and Conditions (“General Terms” or “General Terms and Conditions for Enterprise”)

1. Definition and Interpretation

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

"Account"	means any account of a Customer with Service Provider with respect to the provision of any Service;
"Bill"	means any Paper Bill or eBill;
"Bill Entry"	means any amount, item, entry or matter stated in any Bill;
"Bizportal"	means Blacklight's business portal available on Blacklight's website at https://blacklight.com.sg/ where Customers may access or manage their Service subscriptions;
"Blacklight"	means Blacklight Solutions Pte. Ltd. and its successors;
"Blacklight's Data Protection Policy"	means Blacklight's Data Protection Policy and/or the GDPR Privacy Policy (as applicable) available on Blacklight's website, as may be amended from time to time;
"Blacklight Equipment"	means any equipment, application or thing owned, operated, installed and/or hired out by Blacklight (including, where the context so admits, any software installed therein or used by Blacklight in conjunction with the operation of such equipment or thing);
"Blacklight Intellectual Property"	means all patent, copyright, trademark and other intellectual property subsisting in any Service, any solution maintained or operated by Blacklight;
"Blacklight Software"	means any computer programme, software or other materials of a similar nature installed or provided by or on behalf of Blacklight for the purpose of using any Blacklight Service;
"Corporation"	has the same meaning as defined in the Companies Act (Cap 50);
"Customer"	means any entity which applies or subscribes for or utilises any Service;
"Customer Agreement"	in relation to any Service, means the agreement between Service Provider and a Customer relating to such Service, which shall comprise: <ul style="list-style-type: none">(i) the General Terms;(ii) any and all Specific Terms relating to such Service;(iii) the purchase order and/or statement of work (or equivalent document), in such form and content as may be prescribed by Service Provider, executed by such Customer and accepted by such Service Provider, pursuant to which such Customer applies or subscribes for, and such Service Provider agrees to provide or make available to such Customer, such Service; and(iv) any other terms or conditions relating to the relevant Account or Service.
"Customer Group Corporation"	means the Customer and any and all of its related corporations and entities, partners, proprietors, members, and business owners (as applicable);
"Customer Information"	means, in relation to a Customer, all information which the Service Provider obtains as a result of such Customer's use of a Service provided by the Service Provider or in connection with any contract or agreement between that Customer and the Service Provider, including



	any information (including opinions) which identifies or which relates to an individual, whether true or not;
"Customer Request"	means any request, order or instruction of the Customer to the Service Provider (whether with respect to any Service or otherwise);
"eBill"	means the electronic version of a Paper Bill issued by the Service Provider;
"entity"	includes any association, partnership, firm or corporation or any governmental authority or department;
"EUT"	means any end user terms, including any end user licence agreement;
"Fees and Charges"	means fees, charges and/or rental in connection with the provision of any Service and set out in the relevant Customer Agreement, or as the Service Provider may determine and impose in accordance with Clause 3.1 or any other clause of these General Terms;
"Force Majeure Event"	means any event the occurrence of which the Service Provider is unable to control or avoid by the use of reasonable diligence, including but not limited to the failure, shortage or interruption of electrical power or supply or any equipment supplied by or any service provided by any supplier or service provider of the Service Provider or any other third party, riots or civil commotion, strikes, lock outs or trade or labour disputes or disturbances, plague, epidemic or quarantine, fire, flood, drought or acts of any government or sovereign, change in any Law, acts of war or terrorism (whether real or perceived), the defaults, omissions or actions of any telecommunication or broadcasting licensee in Singapore, inclement or extreme weather conditions and acts of God;
"Law"	means the laws of the Republic of Singapore;
"Liability"	means liability for any and all claims, demands, losses, damages, costs (including legal costs on a full indemnity basis), expenses and other liabilities of any kind, whether at law, in equity or otherwise, and whether such liability is based on breach of contract, indemnity or warranty (express, implied or otherwise), or in tort (including negligence and breach of statutory duty) or otherwise;
"Liability Cap"	means, in relation to a Customer Agreement, the total of the Fees and Charges received by the Service Provider from the Customer under such Customer Agreement during: <ul style="list-style-type: none">(i) the 3 months immediately prior to the occurrence of the Relevant Event relating to such Customer Agreement; or(ii) (where less than 3 months has elapsed since the Service Provider first started providing any Service under such Customer Agreement) the term of such Customer Agreement prior to the occurrence of the Relevant Event relating to such Customer Agreement;
"Paper Bill"	means any hard copy invoice issued by the Service Provider relating to any sum(s) due or payable to the Service Provider;
"Pre-Paid Fees"	means monies paid into an Account and credited to a Customer, from which Fees and Charges may be deducted at the time of accrual whether with or without the issue of any invoice relating to those Fees and Charges;
"Prescribed Rate"	means an interest rate of two (2) percent per month or such other rate as the Service Provider may determine and impose in accordance with Clause 3.1;
"related corporation"	has the same meaning as defined in the Companies Act (Cap. 50);
"Relevant Event"	means, in relation to a Customer Agreement, the first failure, breach, default or other event giving rise to any Liability on the part of the Service Provider under or relating to such Customer Agreement;
"Service"	means any service (including the supply, licensing, or provision of managed services requiring any Blacklight Equipment and any other equipment and any advisory and system implementation services comprised in any Customer Request) offered or provided by Blacklight from time to time;



"Service Number"	means any number or alphanumeric symbols or characters assigned by Blacklight or selected by the Customer for the purpose of: <ul style="list-style-type: none">(i) the provision to or utilisation by the Customer of any Service; and/or(ii) identifying the Customer for the purpose of or in relation to any Service, including any telephone number, mailbox or e-mail number or address, network user identity, password and circuit reference number;
"Service Provider"	in relation to any Service, means Blacklight which provides or makes available that Service to the Customer;
"Small Claims Tribunals"	means the Small Claims Tribunals established by the Small Claims Tribunals Act (Cap. 308) and which form part of the Singapore State Courts.
"Specific Terms"	means the terms and conditions prescribed or imposed by a Service Provider with respect to the provision of any particular Service, including the specific terms and conditions agreed between the Customer and the Service Provider in connection with any application or subscription by that Customer for that Service;
"Taxes"	means all taxes (including goods and services taxes), duties, levies, and other similar charges (and any related interest and penalties) however designated, imposed under any Law or on any Fees and Charges or payment due or payable to Blacklight by the Customer;
"Unlisted Service Number"	means a Service Number which the Service Provider has agreed with the Customer not to list or disclose (in the Singapore Phone Book or in any other directory, publication or otherwise).

- 1.2. The headings or titles to the Clauses in the General Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of the General Terms.
- 1.3. Where the context so admits, the singular shall include the plural.
- 1.4. Any reference in the General Terms to any provision shall be construed as a reference to the provision in the General Terms unless otherwise expressly stated.
- 1.5. References to any agreement or other document shall be construed as a reference to such agreement or other document, as may be amended, modified or supplemented from time to time, and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms, whether or not they are followed by such phrases or words of like import.
- 1.6. References to any laws, by-laws, legislation, statutes, rules, orders, treaties, regulations, requirements, codes of practice, guidelines and directions shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted, whether or not they are followed by such phrases or words of like import.
- 1.7. The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import, and "otherwise" shall not be construed as limited by words with which it is associated.
- 1.8. Any reference to any person shall be construed as a reference to such person's successors and permitted assigns, whether or not they are followed by such phrases or words of like import.
- 1.9. Any determination or specification that Blacklight or the Service Provider may make, and any consent, agreement, approval or other authorisation that Blacklight or the Service Provider may give, under any Customer Agreement, may be made or given in Blacklight's or such Service Provider's sole and absolute discretion. Blacklight or such Service Provider may conditionally or unconditionally give or withhold any consent, agreement, approval or other authorisation to be given by Blacklight or such Service Provider under any Customer Agreement. Blacklight and the Service Provider shall not be obliged to provide any reason or explanation for any of the foregoing. Without prejudice to the



foregoing, any reason or explanation provided by Blacklight or such Service Provider for any of the foregoing is for information only, shall not be binding on Blacklight or such Service Provider, and does not constitute any representation, warranty or undertaking as to future action or otherwise.

2. Application of General Terms

2.1. The General Terms shall apply to each Service and are in addition to any Specific Terms applicable to such Service provided that:

2.1.1. In the event of any conflict or inconsistency between any provision of the Specific Terms and any provision of the General Terms or any conflict or inconsistency between any of the other terms comprising the relevant Customer Agreement, such conflict or inconsistency shall, in the absence of any express agreement to the contrary, be resolved in a manner most favourable to the Service Provider to the extent of such inconsistency or conflict, subject always to such restrictions, limitations and prohibitions under any applicable Law as are or may become applicable;

2.1.2. only to the extent that such conflict or inconsistency cannot be so resolved, the provision of the Specific Terms shall prevail over the provision of the General Terms;

2.1.3. all rights conferred on the Service Provider under the General Terms with respect to any matter or event shall be additional to the rights conferred on the Service Provider under the Specific Terms or any other agreement with the Customer with respect to that matter or event; and

2.1.4. all rights and protections conferred on the Service Provider under the General Terms and Specific Terms with respect to any matter or event shall be for the benefit of the Service Provider

2.2. These General Terms shall remain subject always to such terms, restrictions, limitations and prohibitions under any applicable Law as are or may become applicable.

3. Payment Terms and Taxes

3.1. The Service Provider may, subject to compliance with applicable Law, determine and impose Fees and Charges and the Prescribed Rate in respect of a Customer Agreement.

3.2. The Customer shall only be charged Fees and Charges in respect of Services that it has applied or subscribed for or has utilised. The Customer shall promptly pay the Service Provider all the Fees and Charges and any other sums due and payable to the Service Provider (including each and all sums and the total amount stated in any Bill to be due and payable to the Service Provider on any Account):

3.2.1. in accordance with Clauses 4.4 and 4.5 and without any set off, counterclaim, deduction or withholding whatsoever; and

3.2.2. immediately upon the demand of the Service Provider in the following cases:

- (i) where the Service is terminated either by the Service Provider or the Customer, or where the Service has, in the sole opinion of the Service Provider, been abandoned by the Customer;
- (ii) where the Customer has failed to pay the Service Provider any amounts when due and payable; and/or
- (iii) in relation to usage-based Fees and Charges, where the usage of the relevant Service by the Customer as indicated by the charges incurred is determined by the Service Provider to be significantly greater than the Customer's average use thereof

3.3. The Customer shall, whenever requested by the Service Provider, deposit with the Service Provider such sums or such further or additional sums as may be requested by the Service Provider from time to time in respect of any



Service. The Customer shall not require the Service Provider (and the Service Provider shall not be obliged) to apply any sum deposited with the Service Provider in payment of any Fees or Charges. A deposit does not relieve the Customer from its obligations to pay amounts to the Service Provider as they become due and payable, nor does it constitute a waiver of the Service Provider's right to suspend, disconnect, or terminate the Service (including due to non-payment of any sums due and payable). The Service Provider:

3.3.1. shall be entitled to retain all sums deposited by the Customer with the Service Provider for so long as any Service (notwithstanding that it may have been suspended) continues to be provided or made available or retained, or any obligation continues to be owed to the Service Provider, by the Customer; and

3.3.2. may, at any time, utilise any or all the sums deposited with the Service Provider to settle any amount due, payable or owed to the Service Provider by the Customer

3.4. The Service Provider shall be entitled to charge the Customer interest at the Prescribed Rate on any outstanding amount due and payable to the Service Provider by the Customer, from the date when the amount had become due and payable to the date of actual payment thereof, and to debit any Account with respect to such interest.

3.5. The Customer shall bear and pay all Taxes. In particular, without limitation, goods and services tax will be calculated using the rate applicable for the date or period of the charge, save that the goods and services tax rate used for discounts and rebates will be based on the goods and services tax rate applicable to the original charge. More information about goods and services tax is available at the Inland Revenue Authority of Singapore website at www.iras.gov.sg.

3.6. If the Customer is required under any applicable Law to deduct or withhold any sum as Taxes in respect of any amount due or payable to the Service Provider, the Customer shall make such deduction or withholding as required and the amount payable to the Service Provider shall be increased by any such amount necessary to ensure that the Service Provider receives a net amount equal to the amount which the Service Provider would have received in the absence of any such deduction or withholding.

4. Bills/Pre-Paid Fees and Charges

4.1. All Bills may be despatched by the Service Provider to the Customer:

4.1.1. where the Customer has elected to receive and pay for Paper Bills, by delivery or post to the address of the Customer:

- (i) appearing in any record of the Customer maintained by the Service Provider;
- (ii) from which any communication by the Customer to the Service Provider was sent; or
- (iii) otherwise last known to the Service Provider; or

4.1.2. as eBills to the Customer's contact email address or via the Customer's account on Blacklight's Bizportal.

4.2. Any such Bill so despatched to the Customer shall be deemed to have been received by the Customer:

4.2.1. in the case of Paper Bills despatched by delivery to the address of the Customer, on the date and at the time it was so delivered or left at that address;

4.2.2. in the case of Paper Bills despatched by post, on the date and at the time when notice of the same is deemed to have been received by the Customer in accordance with clause 18.1.3; and

4.2.3. in the case of eBills, on the date and time it is made available by the Service Provider in the Customer's email or account on Blacklight's Bizportal.

4.3. The Customer shall, no later than 7 days after the date that such Bill is deemed to have been received, pursuant to Clause 4.2, by the Customer, promptly check and verify the accuracy of each Bill, and shall notify the Service Provider in writing of any error, inaccuracy or discrepancy with respect to any amount, item, entry or matter stated therein. The



Customer shall promptly provide the Service Provider with all information and assistance reasonably requested by the Service Provider to investigate and verify any such assertion of the Customer. Upon the expiry of such 7-day period, each Bill shall, as against the Customer, be conclusive evidence of the truth and accuracy of each Bill Entry and the Service Provider may rely on each Bill as such, except to the extent of any Bill Entry which the Customer disputes in good faith in accordance with Clauses 4.4 and 4.5 below

4.4. The Customer shall, with respect to each Bill, pay the Service Provider the total amount shown or stated as due and payable to the Service Provider in that Bill within the period prescribed therein or, in the absence of any such period being prescribed, within 14 days after the date that such Bill is received, or deemed to have been received, pursuant to Clause 4.2, by the Customer. In the event that the Customer disputes any amount stated in any Bill in good faith and intends to withhold payment of the amount, the Customer must give the Service Provider a written notice of such dispute within the 7-days period specified in Clause 4.3 above and must state in such notice the grounds and reasons for such dispute. The Customer may withhold payment of the amount which is properly disputed in accordance with the process as described above in this Clause 4.4, pending resolution of the dispute as follows. On receipt of such notice (which shall be received by the Service Provider within the 7-days period specified in Clause 4.3 above), the Service Provider will conduct a complete and objective review of such dispute and provide a written response to the Customer within 30 days of its receipt of such written notice.

4.5. A Customer who:

4.5.1. pays a Bill, and subsequently chooses to dispute any Bill Entry; or

4.5.2. has an amount deducted from Pre-Paid Fees and subsequently chooses to dispute such deduction

must give the Service Provider a written notice of such dispute not later than one year from the date of such Bill or deduction of Pre-Paid Fees, as applicable, providing all necessary details of and reasons for the dispute and supported by documentary evidence. If the Customer serves such written notice, then the Service Provider will conduct a complete and objective review of such disputed Bill Entry and will provide a written response to the Customer within 30 days of its receipt of such written notice. Notwithstanding any provision in these General Terms to the contrary, the Service Provider's liability to the Customer in respect of a disputed deduction from Pre-Paid Fees shall not in aggregate exceed the amount of the deducted Pre-Paid Fees.

4.6. Any overpayment by the Customer with respect to any Bill Entry shall be credited by the Service Provider (without interest) to the relevant Account after the Service Provider has completed its investigations and is satisfied as to the error or inaccuracy of that Bill Entry.

4.7. The Service Provider shall be entitled to debit any Account for any sum which the Customer (or any person using any Service subscribed by or provided to the Customer) had through the use of such Service agreed to pay to any third party, including any fees or charges on a recurring basis, and which the Service Provider is authorised by such third party to collect on its behalf, and to pay the sum so debited to such third party.

4.8. The Service Provider may render a Bill in respect of Services monthly or at such other intervals or time after the Services have been rendered (or not at all) as the Service Provider may consider appropriate or convenient and in any event subject to any applicable Law. The Customer may request and pay for Bills not rendered by the Service Provider at the Service Provider's prevailing rates and on further terms published online or notified to the Customer.

4.9. Payments made without identifying the Bill and/or the Fees and Charges towards which such payments are to be applied, may be applied in such manner as the Service Provider deems appropriate.

4.10. All Bills shall be despatched to the Customer as eBills unless the Customer requests in writing and agrees to pay for Paper Bills to be despatched, The Customer shall pay for each Paper Bill (or reminder sent pursuant to Clause 4.11) at the Service Provider's prevailing rates and on further terms published online or on Bizportal or as otherwise notified to the Customer.

4.11. The Service Provider may despatch to the Customer paper reminders for payment of any outstanding Bill after the Bill has been despatched at such times as the Service Provider may consider appropriate.

5. Customer Request



- 5.1. The Service Provider shall not be obliged to implement any Customer Request in the absence of any express agreement or confirmation by the Service Provider to do so and the Service Provider's acknowledgement of the Service Provider's receipt of any Customer Request shall not constitute an agreement or confirmation by the Service Provider to implement the same.
 - 5.2. Any Customer Request which the Service Provider has agreed or confirmed it would implement shall be implemented by the Service Provider subject to these General Terms, any Specific Terms relating thereto and such other terms as the Service Provider may stipulate, if any, and within such time or period as the Service Provider may determine having regard to the circumstances and the resources available, notwithstanding any time or period that may have been stipulated therefor by the Customer.
 - 5.3. The Service Provider may impose such fees and charges as the Service Provider may determine in respect of any deferment or cancellation of a Customer Request. Any Customer Request which is expressed or intended to supersede an earlier Customer Request shall constitute a cancellation of the earlier Customer Request.
6. Access to Premises and Charges for Attendance and Inspection
- 6.1. The Customer shall, whenever required by the Service Provider, procure that the Service Provider's authorised personnel be permitted to enter any premises occupied or controlled by the Customer or any Customer Group Corporation at such time as may be specified by the Service Provider and to remain on such premises for such period as may be required:
 - 6.1.1. to check and verify the manner in which any Service is being utilised by the Customer or any Customer Group Corporation and the compliance by the Customer with the General Terms, Specific Terms and all applicable Laws;
 - 6.1.2. for any other purpose required for the provision of the Service or compliance with any applicable Lawand shall, while the Service Provider's authorised personnel remains at such premises pursuant to this Clause 6.1, provide or procure the provision of such utilities and space as may be necessary, and ensure a safe working environment, at such premises.
 - 6.2. If any personnel or contractor of the Service Provider is required to visit any Customer or third party premises to inspect, test, repair, install, remove or replace any software used by the Customer in connection with any Service, the Service Provider shall be entitled to charge the Customer for each such visit and/or for the work carried out at such rate as the Service Provider may determine unless such visit is made to repair or replace any Blacklight Service under any warranty given by the Service Provider to the Customer with respect to that Service.
7. Service, Equipment and Software
- 7.1. The Customer shall be responsible and liable for obtaining and maintaining in the Customer's name and at the Customer's expense all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the receipt of any Service or the installation, connection or use of any software (including Blacklight Software) in conjunction therewith for the entire duration during which the Service is provided or made available to the Customer.
 - 7.2. The Customer shall
 - 7.2.1. ensure that any and all equipment (other than Blacklight Equipment) installed, connected to or used in conjunction with any Service are at all times compatible and are able to properly function and operate with all other equipment and software installed, connected to or used for the relevant purpose;
 - 7.2.2. promptly comply with all requests, notices, instructions, specifications, guidelines, recommendations and directions given by the Service Provider, any relevant regulator or the manufacturer or distributor of any Blacklight Equipment or equipment, in respect of the receipt of any Service and/or the installation, connection and/or use of any Blacklight Equipment and/or other equipment and/or Blacklight Software and/or other software, which is installed, connected to and/or used in conjunction with any Service (including disconnecting or ceasing to use any equipment at the request of the Service Provider);



7.2.3. at Customer's own expense, as and when required by the Service Provider for any purpose whatsoever (including for the proper provision of the Service and/or the installation, connection, use and/or maintenance of any Blacklight Equipment and/or other equipment and/or Blacklight Software and/or other software, which is installed, connected to and/or used in conjunction with any Service): carry out such additions, improvements, adjustments, modifications, alterations and/or replacements to any Blacklight Equipment, Blacklight Software and/or such other equipment and software which is installed, connected to and/or used in conjunction with any Service or Blacklight Equipment or Blacklight Software

7.3. The Customer shall not, without the prior written consent of the Service Provider,

7.3.1. use or permit the use of any Service or install, connect, link or use (or permit the installation, connection, linking or use) of any Blacklight equipment in contravention of any applicable Law or any Customer Agreement

7.3.2. carry out or permit to be carried out any adjustments or modifications to or of any Blacklight Equipment or Blacklight Software;

7.3.3. take any action or file any claim or complaint against the Service Provider where the Service Provider suspends, interrupts or ceases any Service in the event a security breach is detected or suspected by the Service Provider.

7.4. Where the Fees and Charges imposed by the Service Provider on the Customer for a Service are based on any particular use (or for any particular purpose), the Customer shall not utilise or permit the Service to be utilised for any other use or purpose without obtaining the prior written consent of the Service Provider thereto and the Service Provider may impose different Fees and Charges for such other use or purpose. In the event that the Customer fails to notify and obtain the Service Provider's prior written consent to any change in the purpose for which the Service is used, the Service Provider shall be entitled to retroactively impose the appropriate Fees and Charges for such use after discovering the change and/or terminate the Service.

7.5. Notwithstanding any provision in these General Terms to the contrary, the Service Provider assumes no responsibility or obligation to upgrade or replace any equipment, system or network maintained or operated by the Service Provider or any Blacklight Equipment or Blacklight Software to ensure the continuity of any Service.

7.6. Without prejudice to Clause 11, the Service Provider does not represent, warrant, guarantee or assume any responsibility for the quality of any Service or of the signals or data transmitted as part of any Service and shall not be liable for any loss or damage which may be caused by the loss or mutilation of any data at any stage of the service connectivity, whether in progress or completed.

7.7. The Customer acknowledges and agrees that the Customer may:

7.7.1. during the course of or in relation to the Customer's use of a Service, be provided with the opportunity to obtain services from one or more third parties; and/or

7.7.2. purchase from the Service Provider the provision of a service or equipment that originates from a third party,

(any such third party, "Third Party"). In any such event:

- (i) the Service Provider shall transfer to the Customer such warranties as may have been provided to the Service Provider by such Third Party(ies) (if any) which the Service Provider determines are capable of transfer to the Customer; and
- (ii) where such Third Party(ies) require an EUT to be signed or accepted before the relevant service or equipment can be provided or utilised, the Customer shall promptly sign or accept such EUT, and the Service Provider shall not have any liability to commence the provision of such service or equipment until the Customer has signed or accepted such EUT.

7.8. The Customer acknowledges and agrees that:



7.8.1. Clause 7.7 constitutes the Customer's sole and exclusive remedy and the Service Provider's sole and exclusive liability in respect of any service or equipment provided by or originating from a Third Party;

7.8.2. each Third Party is independent of and not within the control of the Service Provider; and

7.8.3. save as provided in Clause 7.7, the Service Provider shall not be liable in any way to the Customer whether under any Customer Agreement or otherwise in contract, at law, in equity, in tort (including negligence or breach of statutory duty) or otherwise for any matter in relation to any services or equipment provided (including the non-provision of services or equipment) by the Service Provider, with respect to any service or equipment provided by or originating from a Third Party.

7.9. Subject to applicable Law, all implied or statutory warranties and all other warranties as to merchantability, quality or fitness for a particular purpose, or otherwise arising from course of dealing or usage of trade or any other express or implied warranties or representations are excluded. In particular, subject to applicable Law but without prejudice to Clause 11, the Service Provider does not warrant that any Service or equipment is fault-tolerant, fit-for-use or is designed, manufactured or intended for use for medical or any other purposes for which the failure of Service or equipment could lead to death or personal injury.

8. Suspension and Termination

8.1. The Service Provider may suspend (indefinitely or for such period as the Service Provider may consider appropriate) or terminate the provision of any Service (including where the Service Provider is discontinuing or discontinues such Service or in the event of any payment default on the part of the Customer) at any time by giving not less than three (3) days' written notice thereof to the Customer and stating its reason(s) for such suspension or termination and, in circumstances which the Service Provider deems appropriate, the means by which the Customer can avoid such suspension or termination. Nothing herein shall prejudice or affect any right of the Service Provider under the Specific Terms to suspend or terminate any Service.

8.2. Without prejudice to Clause 8.1, the Service Provider may, where a Customer is, in the opinion of the Service Provider, a repeat infringer (as such term is used in the Copyright (Network Service Provider) Regulations), suspend (indefinitely or for such a period as the Service Provider may consider appropriate) or terminate any or all Services at any time by giving not less than three (3) days' written notice thereof to the Customer.

8.3. Customer termination: Customer may terminate a Service by giving the Service Provider written notice thereof within such period as may be prescribed by the Service Provider in the Specific Terms for such Service for this purpose, or if no such period is stated in such Specific Terms, a period of 30 days before such termination.

8.4. Other Suspension / Termination: Without prejudice to Clause 8.1, the Service Provider may suspend (indefinitely or for such period as the Service Provider may consider appropriate) or terminate (including terminate after suspending) any or all Services at any time after the occurrence of any of the following events, without giving any prior written notice thereof to the Customer:

8.4.1. the Customer has breached any material obligation in any agreement with the Service Provider;

8.4.2. any gift or consideration of any kind was offered or given to any officer, employee, agent or contractor of the Service Provider as an inducement or reward in connection with the provision of any Service;

8.4.3. any resolution is passed by the shareholders of the Customer or any proceeding is commenced before any court of competent jurisdiction for the bankruptcy, judicial management, winding-up, liquidation of the Customer or the appointment of any receiver over any of the assets of the Customer or the Customer suspends payment of its debts or makes any proposal or offer of arrangement or composition to all or any class of its creditors with respect to its debts;

8.4.4. any action is taken by any creditor of the Customer to recover, realise or enforce any security over any assets of the Customer or to enforce any judgment against the Customer; or



- 8.4.5. the Customer is no longer incorporated, registered or in good standing with the Accounting and Corporate Regulatory Authority of Singapore (ACRA) or such equivalent authority in the Customer's country of incorporation or registration
- 8.5. The suspension or termination of any Service shall be without prejudice to: (i) any other right which the Service Provider may have to suspend or terminate any Service (whether under this Agreement or otherwise); and (ii) the rights of the Service Provider or the obligations of the Customer under any Customer Agreement or any indemnity given by the Customer to the Service Provider thereunder.
- 8.6. In the event that any Service is terminated, sums due or accruing due or payable to the Service Provider with respect to that Service and/or the use of any Blacklight Equipment in relation to that Service up to the date of termination and all sums due or payable to the Service Provider on any and all Accounts shall upon termination become immediately due and payable to the Service Provider;
- 8.7. Where any Service has been suspended (whether or not at the Customer's request), the Customer shall continue to pay the Fees and Charges in respect of that Service for the period during which the Service has been suspended and, in the event the Service is reconnected or reinstated, all reconnection or reinstatement charges of the Service Provider.
- 8.8. Where any Service in respect of which the Customer is under an obligation to subscribe or use for any stipulated or minimum period is terminated (whether by the Service Provider or the Customer) before the expiry of that period, the Customer shall:
- 8.8.1. pay the amount prescribed by the Service Provider for termination or cancellation of the Service before the end of that period; and
- 8.8.2. in the absence of any such amount being prescribed, the Customer shall notwithstanding the termination of the Service pay those Fees and Charges in respect of that Service which are calculated or imposed with reference to any time frame or interval for the remainder of that period and the aggregate of all such Fees and Charges shall become immediately due and payable on termination, in the absence of any Specific Terms to the contrary.
- 8.9. The Service Provider may, at its absolute discretion and subject to any Customer Agreement relating thereto and any other terms which the Service Provider may impose, reinstate any Service which has been suspended or terminated.
- 8.10. Where any Service is suspended or terminated, all other Services provided by the Service Provider which can only be provided through the suspended or terminated Service will also be suspended or terminated, as the case may be, in the absence of any Specific Terms to the contrary.
9. Service Number and Intellectual Property and other Rights
- 9.1. The Customer shall not acquire any right or interest in:
- 9.1.1. any Service Number notwithstanding the duration for which such Service Number may have been assigned or used by the Customer or any payment which may have been made by the Customer for it; or
- 9.1.2. any and all Blacklight Intellectual Property and all of such property shall remain at all times with the Service Provider, or its licensor, as the case may be.
- 9.2. The Service Provider may at any time terminate the availability of any Service Number or change, re-assign or replace any Service Number without giving any reason therefor.
- 9.3. If the Customer wishes to use the same Service Number in connection with any service to be provided by any person other than the Service Provider, the Customer shall make the appropriate arrangement with such person for that purpose before the Customer terminates the Service in relation to which the Service Number has been assigned to the Customer. The Service Provider shall not be required to consent or permit any Service Number to be used in connection with any service to be provided by any person other than the Service Provider otherwise than in



accordance with and subject to the terms and conditions of any agreement between the Service Provider and such person or in accordance with any applicable Law.

9.4. The Customer shall not:

9.4.1. use any Blacklight Intellectual Property or permit any person to use any Blacklight Intellectual Property; or

9.4.2. use or copy or permit any person to use, copy, recompile, reverse engineer or disseminate any Blacklight Software,

except in such manner as may be prescribed or permitted in writing by the Service Provider and subject to such terms and conditions as the Service Provider may impose and in any case only for the purpose of enabling the Customer to utilise the Service.

9.5. The Customer acknowledges and agrees that the Service Provider does not warrant the nature or content of any materials which the Customer may gain access to, obtain or use as a result of or by means of or in the course of utilising any Service. In particular, the Service Provider does not warrant that such materials will not infringe any person's rights (including intellectual property rights) or contain any viruses, worms, Trojan horses or other malicious code.

9.6. Any end user licensed software from a third party licensor used or accessed by the Customer for the use of a Service by the Customer shall be governed by the terms of the respective EUT which shall constitute the Customer's sole and exclusive remedy in respect of such end user licensed software.

10. Customer's Indemnity and Liability

10.1. The Customer shall fully indemnify and hold harmless the Service Provider at all times against all actions, claims, proceedings, costs (including legal costs incurred by the Service Provider in defending any such actions, claims or proceedings), liability, losses and damages whatsoever which may be brought or commenced against the Service Provider by any person and/or which the Service Provider may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of:

- 10.1.1. the use or operation by the Customer or any person in any way (whether with or without the authorisation and/or permission of the Customer) of any Service subscribed by or provided to the Customer, Blacklight Equipment or Blacklight Software;
- 10.1.2. any damage to any equipment operated or used, or any disruption or interference with the provision or operation of any Service, arising from the installation and/or use of any equipment by the Customer or any other person (whether with or without the authorisation and/or permission of the Customer);
- 10.1.3. any picture, material or statements howsoever published or circulated by the Customer or any person in the course of the use of any Service subscribed by or provided to the Customer, Blacklight Equipment or Blacklight Software by the Customer or any such person;
- 10.1.4. any loss of or damage to or any modification or alteration of any Blacklight Equipment or Blacklight Software or breach of any license restrictions under the EUT, howsoever caused or occurring at any time after the same shall have been delivered or provided by the Service Provider to the Customer or any person designated by the Customer and where applicable, before the same is returned to the Service Provider; and/or
- 10.1.5. the enforcement by the Service Provider of any rights against the Customer under any Customer Agreement and/or any proceedings commenced by the Service Provider for such purpose.

10.2. Where any Service subscribed by the Customer is used (whether by any Customer Group Corporation or any other person) in any way for the purpose of or in conjunction with the marketing, sale or re-selling of any Service in breach of any of the provisions of any Customer Agreement or any applicable Law:

- 10.2.1. the Service Provider shall be deemed to have been deprived of all the business and revenue generated from the sale or provision of any such Service or in conjunction with the use of the Service and/or the re-sale of the



Service, if any, by the Customer or Customer Group Corporation or any such other person as a consequence;

- 10.2.2. the Service Provider shall in addition to all its other rights and remedies arising therefrom be entitled to recover from the Customer an amount representing the total amount of all such business and revenue;
- 10.2.3. the Customer shall at the request of the Service Provider provide the Service Provider with all information and documents relating to all such sales, business and revenue and procure that the Service Provider and the consultants and advisers engaged by the Service Provider be given access to and be allowed to inspect all the books and records of each and all of the Customer Group Corporations to determine the value or amount of such business and revenue; and
- 10.2.4. the Service Provider may, if it so decides, elect to apply its rates and charges for the Service or facilities used or sold in contravention of any of the provisions of any Customer Agreement in determining the amount recoverable by the Service Provider under this Clause 10.2.

11. Exclusion and Limitation of Liability of the Service Provider

11.1. Notwithstanding any provision in any Customer Agreement to the contrary:

- 11.1.1. the Service Provider shall not be liable in any way to any Customer, whether at law, in equity or otherwise, and whether such liability is based on breach of contract, indemnity or warranty (express, implied or otherwise), or in tort (including negligence and breach of statutory duty) or otherwise, for:
 - (i) any loss of revenue, profits, business or custom or any loss of a purely economic nature (whether direct or indirect); or
 - (ii) any consequential or indirect loss,howsoever and whenever caused or occurring;
- 11.1.2. the Service Provider shall not be liable in any way to any Customer, whether at law, in equity or otherwise, and whether such liability is based on breach of contract, indemnity or warranty (express, implied or otherwise), or in tort (including negligence and breach of statutory duty) or otherwise, for any loss, damage or liability caused by or arising from:
 - (i) any defect, deficiency, deterioration, failure, delay, interruption, cessation or disruption to or of any Service or any signal or data transmitted as part of any Service, howsoever caused or arising (including where a security breach is detected or suspected);
 - (ii) any defect, deficiency, breakdown or failure in or of any Blacklight Software or any equipment or system, howsoever caused or arising, or the incompatibility or unsuitability of any Blacklight Software in relation to or in conjunction with any other software, system or equipment, (whether used, maintained or operated by such Customer or any other person);
 - (iii) any loss, corruption or deletion of any data or information (whether belonging to, provided by or to or stored by such Customer or otherwise) transmitted to or stored in any system or equipment (whether or not maintained or operated by the Service Provider, such Customer or any other person), howsoever caused or arising;
 - (iv) any Force Majeure Event;
 - (v) the retention, collection, use, disclosure and/or publication by the Service Provider, any or any other person, in any manner and for any purpose whatsoever, of any information or data (a) relating to such Customer, any Service Number (including any Unlisted Service Number), any Account or the use of any Service, (b) transmitted through the use of any Service, or (c) provided by such Customer to the Service Provider; and/or
 - (vi) any error, omission or inaccuracy in any information provided by the Service Provider, whether to such Customer or any other person, and whether in any publication or as part of or in connection with any Service or otherwise; and
- 11.1.3. without prejudice to the exemptions and exclusions set out in Clauses 11.1.1 and 11.1.2 above, the Service Provider's aggregate Liability arising from, under or relating to each Customer Agreement shall in no event



exceed the Liability Cap relating to such Customer Agreement. Nothing in this Clause 11.1 shall apply to exclude or restrict the Service Provider's liability for death or personal injury resulting from negligence.

12. Amendment and Variation

12.1. The Service Provider may amend, vary or supplement any Customer Agreement (or any part of a Customer Agreement) by giving 7 days' notice thereof to the Customer and any such amendment, variation or supplement shall take effect as from the date specified in such notice. Any such notice given by the Service Provider in accordance with Clause 18, by publication in English in any newspaper circulating in Singapore, posting on the Blacklight Internet website or by otherwise making public such notice in any other such manner deemed appropriate by the Service Provider, shall constitute good and sufficient notice thereof to the Customer by the Service Provider and shall be deemed to have been received by the Customer in accordance with Clause 18 or on the date of such publication, posting or the making public of such notice, as applicable. The Customer, by continuing to use any Service after any notice of any amendment, variation or supplement is given by the Service Provider, shall be deemed to have agreed to be bound by these General Terms as so amended, varied or supplemented.

13. Waiver

13.1. No failure to exercise or enforce, and no delay on the part of the Service Provider in exercising or enforcing its rights under any Customer Agreement shall operate as a waiver thereof nor shall such failure or delay in any way prejudice or affect the right of the Service Provider at any time thereafter to act strictly in accordance with its rights and powers under such Customer Agreement.

14. Confidentiality and Non-Disclosure

14.1. The Customer shall not and shall procure that no Customer Group Corporation shall use (other than for the purpose of utilising the Service) or disclose to any person any information relating to the Service Provider or any Service, Blacklight Equipment or Blacklight Software which is acquired from or provided by:

14.1.1. the Service Provider; and/or

14.1.2. any contractor of the Service Provider in connection with or in the course of the provision of any Service, other than information which is or has become publicly available otherwise than through a breach of any obligation of the Customer.

15. Right to Collect, Use and Disclose data and information connected with the Customer Information

15.1. Save with the Customer's agreement, consent or authority (including agreement, consent and authority given or granted pursuant to this Clause 15 and/or Blacklight's Data Protection Policy), the Service Provider shall not collect, use or disclose Customer Information for any purpose. In addition to Clause 15.2, the Customer may give its agreement, consent or authority to all collection, use and disclosure by the Service Provider of Customer Information, for any purpose(s) requested by the Service Provider, by any form of writing or by the acceptance by the Customer of any relevant terms and conditions (including in the Customer Agreement) which refer to such agreement, consent or authority.

15.2. The Customer hereby affirmatively agrees, consents to and authorises the collection, use and disclosure, by and on behalf of the Service Provider, of all information or data relating to any Service Number or relating to the Customer (including any Customer Information, Service Number or Unlisted Service Number), in the manner and for the purposes set out in Blacklight's Data Protection Policy (the terms of which are deemed to be incorporated by reference in this Clause 15), including for the purposes of provisioning and administering services, market research, network and service enhancement, sharing of rewards and benefits, security and risk management, compliance with legal and regulatory requirements and other purposes as further described in Blacklight's Data Protection Policy, subject to such changes, withdrawals or corrections which may have been separately notified by or to the Customer. The provisions of this Clause 15.2 shall constitute consent of the Customer for the purpose of applicable Law, unless otherwise notified in writing by the Customer in the procedure as determined by the Service Provider from time to time, including as may be described in Blacklight's Data Protection Policy.



15.3. Where the Customer or its representative is responsible for the provision of or actually provides any information or data relating to one or more natural persons to the Service Provider, the Customer represents, warrants and undertakes to the Service Provider that each such natural person has consented to the collection, use and disclosure of their personal data by and on behalf of the Service Provider in the manner and for the purposes set out in any relevant Customer Agreement including Blacklight's Data Protection Policy, and the Customer further, on behalf of each such natural person affirmatively agrees, consents to and authorises the collection, use and disclosure by and on behalf of the Service Provider of all such information and data, in such manner and for such purposes.

15.4. In the event of any conflict or inconsistency between any provision of Blacklight's Data Protection Policy and any other provision of a Customer Agreement, the provision of Blacklight's Data Protection Policy shall prevail to the extent of such conflict or inconsistency.

16. Assignment

16.1. The Customer shall not assign, transfer or encumber any or all of its rights, interests and obligations under any Customer Agreement (with respect to any Service, Blacklight Equipment or Blacklight Software or otherwise) without the prior written consent of the Service Provider.

16.2. The Service Provider may assign and transfer any or all of its rights, interests and obligations under any Customer Agreement to any other external service providers. Any such assignment or transfer shall take effect upon service on the Customer of a notice thereof. In the event that the Service Provider assigns and transfers all of its rights, interest and obligations under any Customer Agreement:

16.2.1. all references to the Service Provider in these General Terms and any Specific Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of the Service Provider; and

16.2.2. such assignee and transferee shall be entitled to enforce all rights and perform all obligations of the Service Provider and to be paid all sums due or accruing due from the Customer under the Customer Agreement as at the date of such assignment and transfer thereafter.

16.3. The provisions of this Clause 16 shall constitute a consent of the Customer to any assignment or transfer pursuant to Clause 16.2 for the purpose of applicable Law.

17. Applicable Laws, Jurisdiction and Service of Process

17.1. Each Customer Agreement shall be subject to and construed in accordance with the laws of the Republic of Singapore.

17.2. The Customer hereby agrees that all claims and disputes relating to or arising from the Customer Agreement, including any question regarding the existence, validity or termination of the Customer Agreement shall be resolved in the following manner:

17.2.1. by referring such dispute to the Small Claims Tribunals, if the dispute falls within the jurisdiction of the Small Claims Tribunal; or

17.2.2. if the Service Provider and the Customer so agree, by jointly referring such dispute to and finally resolving such dispute by arbitration at the Singapore International Arbitration Centre. Such arbitration shall be conducted in accordance with the Rules of the Singapore International Arbitration Centre ("Rules") for the time being in force, which Rules are deemed to be incorporated by reference into this Clause 17.2.2 except as such Rules conflict with the provisions of this Clause 17.2.2, in which event the provisions of this Clause 17.2.2 shall prevail. Any arbitration commenced pursuant to this Clause 17.2.2 shall be conducted by one arbitrator nominated jointly by the Service Provider and the Customer, or failing such joint nomination, by the Chairman for the time being of the Singapore International Arbitration Centre. The language to be used and all written documents provided in any such arbitration shall be in English. Nothing in this Clause 17.2.2 shall preclude the Service Provider from applying for urgent interlocutory relief from any court of competent jurisdiction. The Customer agrees that any arbitration award made pursuant to any arbitration commenced pursuant to this Clause 17.2.2 may be enforced by the Service Provider against assets of the Customer



wherever those assets are located or may be found, and a judgement upon any such arbitration award may be entered into by any court of competent jurisdiction thereof and for this purpose, the Customer expressly submits to the jurisdiction of any such court.

17.3. Without prejudice to the Service Provider's right to serve process in any other manner permitted by any applicable Law, the Service Provider may effect service on the Customer of any writ, summons or other process or documents by leaving it at or sending it by ordinary post to the Customer's last known address (whether to a post office box or to a place of residence or business or otherwise). Such process shall be deemed validly served on the Customer:

17.3.1. in the case of service by leaving, immediately; and

17.3.2. in the case of service by post,
to any address in Singapore, two (2) days after it was posted by the Service Provider; or
to any address outside Singapore, fourteen (14) days after it was posted by the Service Provider,

and the Customer agrees that the Customer shall be deemed to have adequate and sufficient notice of such process.

18. Notices and Correspondence

18.1. All notices and communications by the Service Provider (provided that with respect to Bills the additional terms in Clause 4 shall apply and prevail in the event of any inconsistency) to the Customer may be sent or despatched to the Customer by delivery, post, e-mail or facsimile transmission or any other means deemed appropriate by the Service Provider to the e-mail or other address or facsimile number of the Customer appearing in any record of the Customer maintained by the Service Provider or from which any communication by the Customer to the Service Provider was despatched or issued or otherwise last known to the Service Provider. Any such notice, demand or communication addressed and so despatched to the Customer shall be deemed to have been received by the Customer:

18.1.1. in the case of despatch by e-mail or facsimile transmission or other instantaneous electronic communications, immediately upon transmission by the Service Provider; and

18.1.2. in the case of despatch by delivery to the address of the Customer, on the date and at the time it was so delivered or left at that address

18.2. All notices and requests from the Customer to the Service Provider shall be in writing unless the Service Provider specifies to the Customer otherwise. The Service Provider shall be entitled to regard as ineffective and invalid any notice or request of the Customer the receipt of which by the Service Provider has not been confirmed by the Service Provider to the Customer.

19. Severability

19.1. Any part of any Customer Agreement that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the validity, enforceability or legality of any other part of the Customer Agreement, which shall continue to be valid, enforceable and legal to the fullest extent permitted by applicable Law.

20. Third Party Rights

20.1. No person who is not a party to a Customer Agreement has any right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of such Customer Agreement.



CODE OF CONDUCT

We work with senior leadership teams who are struggling with the complexity and cost of technology and its organisational change impacts. By virtue of this position of trust, Blacklight Solutions Services Pte. Ltd. (“Blacklight”) must ensure that all of our people uphold the highest standards of conduct in representing the organisation, and themselves at all times.

Central to our Code is the principle that all of us, whether Partners, Principals or Associates, are expected to conform to the highest standards of legal and ethical conduct, including compliance with all the laws and regulations of the countries in which the company does business. Abiding by this principle means that we must comply with specific company policies regarding legal and ethical conduct. Some of the key policies are summarized as follows:

1. Anti-Bribery:

We cannot pay or offer money or anything else of value to government officials, officials of public international organizations, political candidates or political parties for the purpose of obtaining or retaining business for BLACKLIGHT. This applies to both direct and indirect payments, including those accomplished through any intermediary (independent contractors engaged on a commission or fee basis to assist or facilitate in obtaining or retaining business for BLACKLIGHT such as agents, sales consultants or advisors), vendors, resellers or service providers. The BLACKLIGHT Anti-Bribery Policy also prohibits us from making direct or indirect payment of bribes to commercial customers or to vendor employees to obtain or retain their business or influence their decisions.

2. Anti-Trust and Competition Laws:

As part of the BLACKLIGHT policy of fair and honest dealing with customers, suppliers and competitors, we comply with applicable anti-trust or competition laws, including the prohibitions on fixing prices or margins with our competitors.

3. Conflicts of Interest:

We must avoid situations that we know, or should know, create actual or potential conflicts of interest and immediately disclose them to the company. Furthermore, we cannot use company property for personal gain nor take for ourselves business opportunities that arise through the use of company property, information or position.

4. External Communications:

Only authorized personnel are permitted to have any contact with the media concerning matters affecting the company, and we shall not disclose material, non-public company matters or developments with anyone outside the company (including family members, relatives or friends), except as permitted by company policies. This, however, does not prohibit any associate from complying with any laws and regulations, including those dealing with reporting emergencies to appropriate agencies.

5. Social Networking and Blogging:



They have become common ways to communicate with friends, customers, fellow associates and nearly everyone in our lives. We comply with the company guidelines when using social networking and blogging as it relates to BLACKLIGHT.

6. Protection of Proprietary Information:

We must safeguard BLACKLIGHT's proprietary information or intellectual property, and third-party proprietary information or intellectual property entrusted to us, from loss, theft, unauthorized modification and unauthorized disclosure. We must also ensure that we protect all information that identifies individual persons in accordance with applicable data privacy laws and regulations.

7. Receipt of Gifts and Gratuities:

We can accept (but never solicit) from present or prospective suppliers, or offer to our customers, only gifts, gratuities, entertainment or other courtesies that are not excessive and are consistent with reasonable standards in the business community and company requirements. However, associates must seek advice or approval from a Partner prior to making, offering, or receiving any gifts, gratuities, entertainment, or other courtesies to or from any public officials, irrespective of the value of said gifts, gratuities, entertainment or other courtesies.

8. Corporate Social Responsibility:

Our commitment to social responsibility encompasses corporate governance, labour practices, human rights, environmental stewardship, investment into local communities, customer protection, and fair operating practices.

All Blacklight employees, contractors and associated parties are to read and acknowledge their understanding and adherence to this Code, prior to commencing work with any client organisation.