

## SPECIFIC TERMS AND CONDITIONS FOR SINGTEL SAAS SERVICE

### 1. Definition and Interpretation

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

“ACA” means the physical Application cum Agreement and the related web forms.

“Customer” means any person(s) or entity(s) who applies or subscribes for or utilises the Service.

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

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

“End User Licence” means any licence terms imposed by any Third Party Vendor on Customers and End Users.

“Force Majeure Event” means an event or occurrence:

(a) which is beyond Singtel or Singtel's subcontractor, consultant or agents reasonable control, including, natural disasters like national emergency, strike or equivalent labour action, fire, thunderstorm, storm or other natural disaster, decision by a competent authority, cable or network damage caused by a third party, flooding or equivalent water related accident, peak in the electricity supply, or discontinuation of essential raw material.

(b) which Singtel or Singtel's subcontractor, consultant or agents could not have reasonably foreseen or taken reasonable measures to prevent.

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

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

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

“SaaS” means Software as a Service, a software delivery model in which the software is developed by a Third Party Vendor and its associated data are hosted on the cloud, where users will access through the Portal by using thin clients such as a web browser.

“Service” refers to the relevant SaaS service(s) as stated in the related Annex.

“SRCA” means the form called the Service Request cum Agreement.

“Subsequent Orders” means additional purchases (including but not limited to add-on licenses or credits) for the Services

“Term” shall mean the Initial Term and/or the Subsequent Term(s), as the case may be.

“Third Party Vendor” shall mean any person or entity that provides SaaS, third party software and/or related intellectual property.

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

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

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

### 2. Trial Period of the Service

2.1 If applicable or as referred to in the relevant Annex, the period of trial for the Service (“Trial Period”) shall be:

(a) a period of up to thirty (30) days; or

(b) such other period as may be stipulated by Singtel as the Trial Period.

2.2 The Trial Period Service shall automatically be terminated at the end of the Trial Period. If the Customer does not convert the trial Service to a paid Service five (5) days prior to trial Service termination, all data contained in the Service shall be removed and deleted as stated in Clause 6.3 below. Without prejudice to Clause 11 of the General Terms, Singtel shall not be liable for any loss, damage or liability incurred or sustained by the Customer (including loss of data) as a result of using the Trial Period Service.

2.3 The Customer is responsible to backup and export any data, contained in the trial Service before the trial Service is terminated.

### 3. Commencement, Duration and Pricing of Service

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

(a) where the Customer purchases the Service through the Portal, the date of the purchase; or

(b) where the Customer purchases the Service through a Singtel customer service consultant or by submitting a ACA Form or SRCA Form, the date the Service is first made available for use by the Customer.

- 3.2 Without prejudice to Clause 3.2 General Terms, the Customer acknowledges and agrees that Singtel reserves the right to vary the published Fees and Charges at any time before the Customer purchases the Service.
- 3.3 Unless otherwise stated in this Agreement or its relevant Annex, the subscription period for the Service shall be for a minimum period of 12 months from the Service Commencement Date (the "Initial Term") or such other period as may be stipulated by Singtel. The Service shall continue for successive monthly periods or such other periods as stipulated by Singtel (the "Subsequent Term") thereafter, unless terminated.
- 3.4 If the Customer continues subscribing to the Service after the Initial Term, the Customer agrees that the Initial Term's Fees and Charges may no longer be valid and the Customer will be liable to pay the published Service price.
- 3.5 All Subsequent Orders shall be at Singtel's prevailing rates.
- 3.6 Upon Service Commencement Date, and including any Trial Period, the Customer consents to Singtel contacting it for marketing purposes and Service improvement(s) or feedback(s).
- 4. Service Requirements and Limitations**
- 4.1 The Service is provided "as is" and "as available". Singtel does not guarantee that the Service is fault free, continuous or uninterrupted.
- 4.2 Singtel intends to improve the usability and performance of its Service by carrying out Service maintenance. During maintenance periods, the Service may not be available to the Customer. The time of performance will not be of the essence.
- 4.3 The Customer is solely responsible for its and its End Users and/or third parties use of the Service (including all software, equipment, devices and documentation) and the content of all communications facilitated by the Service. The Customer warrants that no such display, use, content or conduct of the Customer, an End User and/or any third party in relation to the Service shall be unlawful (including without limitation, fraud, invasion of privacy, illegal pornography, obscenity, defamation or interferences with, or disruption to, other network users, network services or network equipment) or prohibited by the terms of these Specific Terms and Conditions, and that no such display, use, content or conduct shall infringe the rights of any third party (including without limitation, intellectual property rights or confidential information) and Customer agrees to indemnify and render harmless and defend at its own expense, Singtel, Singtel's subcontractors or Third Party Vendors (or their associated companies, officers and employees) against any and all costs, claims or other liability (including reasonable legal fees), arising as a result of such display, use, content or conduct.
- 4.4 Singtel is not responsible for any failure of the Service due to an accident, abuse, misapplication or unauthorized modification of the Service or a device provided for use with the Service by the Customer, an End User and/or any third party
- 4.5 Singtel takes no responsibility for the security, confidentiality or privacy of the communications and/or data transmitted over the Internet and does not warrant (and expressly excludes any and all express or implied warranties) that the Service will be without failure, delay, interruption, error or loss of content, data or information. Singtel shall not be liable for any compatibility issues pertaining to Customers' computers, applications or other software on any computers using the Service nor shall Singtel be liable for any loss of data associated with the Service.
- 4.6 The Customer is responsible for supplying and authorizing access to its End Users. The Customer is responsible to terminate or reassigns access to the Service from any End User that the Customer deems to have become unauthorized to access the Service at any time.
- 4.7 The Customer acknowledges that the availability of the Service is subject to:
- (a) availability of resources, including, without limitation, availability of a suitable network infrastructure at the time at which the Service is requested or delivered;
  - (b) geographic and technical capability of the Singtel network and of Singtel's delivery systems at the time at which the Service is requested or delivered;
  - (c) provisioning time that may be required by Singtel to provide the Service;
  - (d) the CPE meeting the minimum internet browser requirements as published on the Portal for the Service from time to time; and
  - (e) the Customer settlement of Customer's outstanding debts in any Singtel service accounts.
- 4.8 The Customer acknowledges that:
- (a) the Customer must procure and maintain at its own expense any equipment, software, operating conditions and/or specifications needed to implement, receive and use the Service, unless Singtel expressly agrees otherwise in writing;
  - (b) the technical means by which Singtel supplies the Service is at Singtel's sole discretion;
  - (c) the Service does not include and Singtel shall not be responsible for any configuration of the CPE. This includes the configuration of any wired or wireless connectivity that may be supported by the CPE, unless as expressly stated in the Annex(es);
  - (d) where the parties agree that Singtel deliver a solution containing both SaaS services and other services and/or products, the terms of the non SaaS service part of the solution are to be agreed between the parties separately;
  - (e) upon using the Service, the Customer and/or the End User acknowledges and accepts the Third Party Vendor terms of service and/or End User License agreement. Breach of any Third Party Vendor's terms may entitle Third Party Vendor to take legal action against the Customer;

- (f) the Customer hereby consents that any data entered, used and/ or processed by the Service may reside on Third Party's Vendor's infrastructure; 1the Customer may use the Service only for its own internal use and the Customer may not resell or distribute the Service, unless expressly stated in writing to the contrary.
- (g) if applicable, any change in Service may cause Service termination and Clause **Error! Reference source not found.** and **Error! Reference source not found.** may apply;
- (h) the Customer may authorize only named End Users to use the Service and shall keep a register of such named users and make it available for Singtel's inspection at Singtel's request.
- (i) the Customer shall be liable towards Singtel for any Service related claim presented by any End User(s) or third parties; and
- (j) the Customer is responsible for ensuring that any terms and conditions of use of the Service are brought to the attention of, and complied with by, any person that the Customer permits or allows to use the Service.

4.9 The Customer shall not:

- (a) through the use of the Service infringe any copyright or other intellectual property rights pertaining to the information or resources made available by the Service nor shall the Customer retain such information or resources for re-use in any computer system or otherwise;
- (b) use the Service to access information and/or resources which are private to individual and organizations unless permission to do so has been granted by the owners or holders of the rights to such resources and/or information;
- (c) reverse engineer, decompile, disassemble or otherwise discover the Service or the Service APIs (application programming interface) or the software for the Service or develop, change, modify or copy the Service or the software for the Service; or
- (d) remove, modify or obscure any copyright, trademark or other proprietary rights notices that is contained in the Service.

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

## 5. Version and Changes to Service

- 5.1 The Service supports limited number of web browsers and may require helper applications, client software and equipment. Supported combinations published on the Portal may be changed from time to time.
- 5.2 Singtel has no obligation to provide, support or maintain the Service if the Customer uses software, software version, equipment or other facilities that are not in compliance with the Service requirements.
- 5.3 The Service may be updated from time to time.
- 5.4 Singtel is entitled to change the Service if such change is necessary due to mandatory legislation or a decision by a competent authority or the change relates to the changes by third party licensor or hardware or software manufacturer to its products or license terms.
- 5.5 Notwithstanding any other termination rights contained in the Customer Agreement that Singtel may have, Singtel has a right to discontinue the Service or feature thereof and if the Service is not materially affected. In such instance, Singtel may terminate the agreement for the Service or feature thereof by notifying the Customer reasonably in advance.

## 6. Termination

- 6.1 For Customers who have subscribed for the Service, Singtel or the Customer may terminate the Service, including/or the Subsequent Order, by giving to the other not less than thirty (30) days' prior written notice.
- 6.2 The Customer is responsible to make regular backups and export any data contained in the Service at all times and/or prior Service termination.
- 6.3 Upon termination (regardless at Trial Period or Term), the following will apply:
  - (a) the Customer's data and/or user accounts will be removed and deleted; and
  - (b) the registered Portal account for access to the Portal will continue to be active unless Customer otherwise requests.
- 6.4 Singtel may terminate the Service, block any Service content and/or Service access as the case may be with immediate effect if Singtel believes that the Customer or End User's use of the Service as the case may be is unlawful including, without limitation, alleged breach of any End User License, fraud, invasion of privacy, illegal pornography, obscenity, defamation or interference with, or disruption to, other network users, network services or network equipment.
- 6.5 Upon termination of the Service, the Customer shall be liable to pay Singtel:
  - (a) where the effective date of termination of the Service is the same as the expiry date of the Initial Term for the Service, the Fees and Charges up to and including the effective date of termination of the Service;
  - (b) where the effective termination date of the Service is before the expiry date of the Initial Term for the Service, the Fees and Charges up to and including the effective date of termination of the Service and 100% of the monthly recurring charge(s) for the period between the effective date of termination of the Service and the expiry date of the Initial Term of the Service (if applicable); or
  - (c) where the effective termination date of the Service occurs during the Subsequent Term, the Fees and Charges up to and including the effective date of termination of the Service and 100% of the monthly recurring charge(s) for the period between the effective date of termination of the Service and the expiry date of the Subsequent Term of the Service (if applicable).

## 7. Service Provision

- 7.1 Singtel shall charge for all Work at Singtel's then prevailing rate, where applicable.
- 7.2 In addition to the Fees and Charges in Clause 3 of the General Terms, a surcharge shall be payable for any Work on public holidays, the eve of public holidays, or outside the following hours:
- |                  |                 |
|------------------|-----------------|
| Monday to Friday | 8.30am - 6.00pm |
| Saturday         | 8.30am - 1.00pm |
- 7.3 Singtel reserves the right not to accept or proceed with any application for Work. In particular, Singtel may not accept or proceed with any application for Work if:
- (a) the application submitted by the Customer and received by Singtel is not duly completed, signed and company stamped as necessary; or
  - (b) Singtel considers it is unable to perform the Work due to non-availability of resources as stipulated under Clause 4.7.
- 7.4 Where the Customer requests that Singtel provision the Service within a specified period, Singtel shall, in consultation with the Customer, determine the date to complete the Work (the "Date of Service Required").
- 7.5 If Singtel is unable to complete all or any of the Work on or before the Date of Service Required, then the Customer must:
- (a) cancel that part of the Work that Singtel is unable to complete on or before the Date of Service Required, without being liable to pay the cancellation charges referred to in Clause 5.3 of the General Terms; and
  - (b) accept that part of the Work that Singtel has completed, and pay for the same at Singtel's then prevailing rate;
- and the Customer shall have no other claim against Singtel, and Singtel shall have no liability in contract, at law or equity, for failure to complete the Work before the Date of Service Required.
- 7.6 If the Customer requests to defer completion of the Work to a date after the original Date of Service Required, the Customer shall be liable to pay a reservation fee at Singtel's then prevailing rate. For the purposes of this Clause, the period of reservation shall be the period between the originally agreed Date of Service Required and the date of completion of the Work.
- 7.7 If the Customer cancels the Work, the Customer shall be liable to pay the cancellation charges at Singtel's then prevailing rate.

## 8. Intellectual Property Rights

- 8.1 All the Intellectual Property Rights belong to Singtel, Singtel's subcontractors or Third Party Vendors who have issued licenses to Singtel for the provision of the Service and are not transferred to the Customer.

## 9. Limitation of Liability, Damages

- 9.1 The Customer shall present any claims in writing to Singtel within one (1) month from the date the defect which the claim relates to was noticed, or should have been noticed, but in any event within one (1) month from the delivery.
- 9.2 Without prejudice to Clause 10 of the General Terms, the Customer shall be responsible and liable for any costs, expenses and damages of Singtel arising out of or due to the unauthorized use, copying, reproduction and/or distribution of the Service, the software or their parts.
- 9.3 In addition to Clause 11.1.2 of the General Terms, Singtel shall not be liable in any way, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any losses, damage or liability incurred or sustained by the Customer as a result of Singtel carrying out actions on Customer's request or instructions.

## 10. Force Majeure

- 10.1 Singtel is released from all contractual obligations and liability if Singtel's performance is affected by force majeure.

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

- 11.1 The Customer agrees that Singtel shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with Clause 15 of the General Terms. The Customer is entitled to withdraw such consent in the procedure as prescribed by Singtel from time to time.

## 12. General

- 12.1 The Customer acknowledges and agrees that the Service may include Third Party Vendor software and/or other related items to which the Customer agrees to bear any and all risk in respect of any use by it thereof or reliance upon any results or data produced thereby. Singtel makes no warranty or representation whatsoever in relation to any component of the Service and specifically disclaim any and all express or implied warranties (including any warranty as to non-infringement, satisfactory quality and/or suitability for purpose etc) in relation therewith to the maximum extent permissible by law. Accordingly, the Customer shall not make any claim whatsoever against Singtel or any of its related corporations, howsoever based on any use by the Customer of any component of the Service hereunder.
- 12.2 The Customer shall, at all times, be bound by and shall fully observe and comply with any and all Third Party Vendor terms and conditions of use whether or not attached to these Specific Terms, including any variations and/or amendments thereto, that is howsoever and/or whensoever notified to the Customer by such third party or by Singtel. The Customer acknowledges and agrees that it shall be a condition for the Service to be rendered or continue to be rendered (as the case may be), for the Customer to agree to and be bound by and to fully observe such Third Party Vendor terms.

- 12.3 The Customer shall be bound by and shall fully observe and comply with all the General Terms as well as such other terms and conditions as may be agreed or accepted by the Customer. The rights and protections conferred on Singtel under these Specific Terms and Conditions shall be additional to the rights and protections conferred on Singtel under the General Terms and any other terms and conditions agreed or accepted by the Customer.
- 12.4 Any Clause in the General Terms, these Specific Terms and Conditions, or any other terms and conditions as may be agreed or accepted by the Customer, that is invalid, unenforceable or illegal shall be enforced as nearly possible in accordance with its intended meaning, but shall otherwise be deemed to be severed and shall not affect the enforceability of any other Clauses, which Clauses shall continue to be valid and enforceable to the fullest extent permitted by law.

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## **ANNEX – Office 365**

*\*Note: This Annex shall be read together with the Specific Terms Singtel SaaS Service\**

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

1.1 “Migration Support” means the following support:

- (a) Set-up Support of the Service; and
- (b) data migration of email, contacts, calendar from Customer’s existing email service to the Service, up to a maximum of 5 users and shall not include onsite support, or CPE troubleshooting if CPE used in the Service is not functioning.

1.2 “Set-up Support” means the following support:

- (a) update DNS for activation of Service;
- (b) creation of user accounts;
- (c) license management (assigning licenses to Customer’s End Users);
- (d) first time Service launch through a supported Web browser; and
- (e) configuration and testing of Service on supported email clients, up to a maximum of 5 users and shall not include data migration, onsite support, or CPE troubleshooting if CPE used in the Service is not functioning.

1.3 “Service” means the provision of Microsoft Office 365 Service, which allows access to cloud-based Microsoft productivity services including Microsoft Office, Skype for Business, Exchange Online, and OneDrive.

1.4 The words and expressions used in this Annex, which are defined in the General Terms and/or Specific Terms and Conditions but are not defined in this Annex, shall have meanings as defined therein unless the context otherwise requires.

### **2. Duration of the Service**

2.1 Notwithstanding the Subsequent Term stated Clause 3.3 of the Specific Terms above, the Service shall continue for successive 12 months periods or such other periods as stipulated by Singtel (the “Subsequent Term”) thereafter, unless:

- (a) Customer notifies Singtel of non-continuation of Service at least 1 month before the expiry of the Initial Term; or
- (b) terminated,

whichever occurs earlier.

### **3. Add-on License of the Service**

3.1 Any purchase of add-on licenses shall be of the same Service basic pack.

3.2 All add-on licenses will carry the same terms and conditions as the Service basic pack, including the same Service Commencement Date regardless of the actual date the add-on license was purchased. Fees and Charges for add-on licenses shall commence on the purchase date of add-on license(s). The Subsequent Term of the Service stated in Clause 2.1 above (also known as automatic renewal) shall apply to both Service basic pack and any add-on license tagged to that basic pack.

3.3 If Customer elects to upgrade the Service, all existing licenses will be upgraded. Any purchase of add-on licenses henceforth will be upgraded Service license. Reduction of add-on license shall be subject to Clause 4.8(h) Specific Terms.

### **4. Service Requirements and Limitations**

4.1 The Customer may access the Service through the Portal or directly through a web browser. The Customer acknowledges that the Customer is required to have a valid and existing email address before signing up for the Service and shall provide Singtel with the correct email address details upon signing up for the Service. In the event that the Customer provides Singtel with the wrong email details, notwithstanding that the Service is not available for use by the Customer as a result of the wrong email details, the Service shall be deemed to have commenced from the date that it was intended to commence.

4.2 The Customer cannot purchase multiple copies of the same Basic Pack.

4.3 The Customer may receive links or communications from the Service to directing the Customer to the Third Party Vendor’s or other third party’s website, features or software(s). Without prejudice to Clause 12 of the Specific Terms, the Service could contain third party content or functionality that Singtel does not endorse, maintain or control. The functionality of the Service may permit interactions between the Service and the above stated websites or features, including requiring the Customer to use their Third Party Vendor’s login credentials. The Customer agrees Singtel does not control those websites, features and/or software(s) and such interaction of the Service is at the Customer’s own risk.

4.4 Third Party Vendor may disable the Customer’s Service for legal or regulatory reasons or as otherwise permitted by the Third Party Vendor’s terms.

4.5 To the extent required by law, the Customer shall notify its End Users that their data may be processed for the purpose of meeting legal and regulatory requirements. The Customer shall obtain End Users consent for such use by Singtel or by Third Party Vendor.

4.6 Singtel shall not be liable to Customer for Third Party Vendor’s failure or omission to provide the Service license(s). Customer agrees to indemnify and defend Singtel at its own expense against any and all costs, claims or other liability (including reasonable legal fees) in connection with or arising out of such failure or omission.

**5 Additional Support for the Service**

- 5.1 Singtel shall only provide the necessary Customer Information to Singtel's appointed agent, where Customer elects to purchase Set-up Support or Migration Support (collectively "Additional Support") for the Service to facilitate set-up support and communications between the agent and Customer.
- 5.2 Additional Support will be conducted through telephone and available during the first 35 days after the Date of Service Required, at the following hours: Monday to Friday 9.00am - 6.00pm.
- 5.3 If the Customer requires assistance for the 6<sup>th</sup> user account onwards, the applicable Fees and Charges shall apply.
- 5.4 Additional Support is deemed delivered to the Customer upon its completion. Customers shall contact the designated Singtel helpdesk if there are any Service related issues.

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## **ANNEX – Business Domain Name Registration**

*Note: This Annex shall be read together with the Specific Terms Singtel SaaS Service*

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

- 1.1 "Domain Name" refers to an identification string that defines a realm of administrative autonomy, authority, or control on the Internet, are registered and governed by rules and procedures of the Domain Name System (DNS).
- 1.2 "ICANN" refers to the Internet Corporation of Assigned Names and Numbers,
- 1.3 "Registry" means the respective country's authority responsible for the operation and control of the Top Level Domain (TLD) name registration system.
- 1.4 "Accredited Registrar" means the entity authorized to contract with Registry Administrator, collect registration data about the Customer and submit zone file information for entry in the Registry database.
- 1.5 "Registry Administrator" means the Top Level Domain (TLD) authority administering the Domain Names purchased by the Customer.
- 1.6 "Registrant" means the organization or person registering a Domain Name.
- 1.7 "Registrant Information" means the information on a Registrant such as administrative name and contact published by Registries and made publicly accessible through a "Whois Lookup".
- 1.8 "Service" means the Business Domain Name Registration service, which allows Customers to register Domain Names for periods of 12 months.
- 1.9 "SGNIC" refers to Singapore Network Information Centre Private Limited, an entity which administers the Internet Domain Name in Singapore.
- 1.10 "Specific Terms" means the Specific Terms and Conditions for SaaS Service or any other Specific Terms and Conditions may be agreed or accepted by the Customer.
- 1.11 "Top Level Domain (TLD)" refers to the names at the top of the Domain Name System (DNS) naming hierarchy.
- 1.12 "WHOIS" refers to the query protocol and tool whereby anyone may obtain Registrant Information associated with the Service through a "Whois Lookup".
- 1.13 The words and expressions used in this Annex, which are defined in the General Terms and/or Specific Terms but are not defined in this Annex, shall have meanings as defined therein unless the context otherwise requires.

### **2 Service Duration and Plans**

- 2.1 Notwithstanding Clause 3.3 of the Specific Terms and Conditions for SaaS Service, the Service duration shall be a period of 12 months or such other period as may be stipulated by Singtel as the initial period of subscription when the Customer applies for the Service calculated to commence on the Service Commencement Date (the "Initial Term"). Thereafter unless the Service is terminated by either party, the subscription of the Service shall continue for successive 12 months periods or such other periods as stipulated by Singtel (the "Subsequent Term").
- 2.2 The non .sg Business Domain Name Service plan provides registration for Domain Names with .com, .net, .biz and .org extension through a Singtel appointed ICANN Accredited Registrar.
- 2.3 The .SG Business Domain Name Service plan provides registration for Domain Names with either .sg or com.sg extension through a Singtel appointed SGNIC Accredited Registrar.

### **3 Service Requirements and Limitation**

- 3.1 The Customer shall provide Singtel with complete and accurate information during application of the Service and promptly correct and update Singtel of any changes thereto during the Term. The Customer consents that such information (such as the Customer's name and business contact details) will be provided with the knowledge that Singtel may use or deal with such information for the purpose of facilitating the Customer's use of the Service, to update a Registry associated with the Service, for security and fraud prevention purposes or to meet the purpose for which the information is provided. The Customer's willful provision of incomplete and inaccurate or unreliable information, its willful failure to promptly update information provided to Singtel or failure to respond for over 15 days to inquiries by Singtel concerning the accuracy of contact details associated with the Customer's registration shall constitute a material breach of the Service and shall be a basis for termination of the Service.
- 3.2 The Customer must have sole ownership and control over the Service. If the Customer does not have sole ownership, the Customer must affirm and represent that the Customer has the legal right to access and alter the domains as a representative of a company, partnership or another individual that has given the Customer the authority to perform such actions.
- 3.3 When applying for the Service, the Customer represents and warrants that:
  - 3.3.1 The Domain Name applied for does not infringe any registered trademark;
  - 3.3.2 The Domain Name is not identical to or confusingly similar with either a registered trademark, company or business name;
  - 3.3.3 The Domain Name does not infringe the rights of any third parties in relation to any applicable treaties or agreements;
  - 3.3.4 The Domain Name applied is for and its own organization use;



- 3.3.5 The Customer shall not allow another part to use the Domain Name; and
- 3.3.6 The registration and/or use of the Domain Name does not infringe with the legal rights of any party;

Singtel cannot and will not check whether a Domain Name infringes the rights of any third party.

- 3.4 The Customer acknowledges and agrees that Domain Names are subject to review by third parties including without limitation, the rules and policies of ICANN and "SGNIC, the registry administrators of TLDs and certain contractual agreements between Singtel and such registry administrators and other service providers (collectively, as they may be amended from time to time, the "Third Party Obligations"). Notwithstanding anything to the contrary herein, Singtel reserves the right to modify the Service in order to comply with any such Third Party Obligations.
- 3.5 The Customer's Service may be terminated, suspended or prohibited from having modifications made by Singtel for any one or more of the following reasons:
  - 3.5.1 the Customer has breached any of the terms contained herein;
  - 3.5.2 disputes arise between the Customer and Singtel on Domain Name registration and/or use of Domain Names;
  - 3.5.3 Singtel is ordered by a Court to delete the Domain Name;
  - 3.5.4 in Singtel's opinion, the continued registration of the Domain Name would be wrongful or unlawful;
  - 3.5.5 in Singtel's opinion, the Domain Name is being used for wrongful or unlawful purposes including, but not limited to, fraud, scams, phishing, copyright infringement, trade mark infringement, passing off and/or counterfeiting;
  - 3.5.6 the Customer had committed unlawful acts and/or had failed to comply with documentary requirements stipulated by Singtel and/or the relevant Registry in the registration process for the Domain Name;
  - 3.5.7 the Customer's authoritative name servers are not fully set up, operational and connected to the Internet within thirty (30) days of the registration date or that the said name servers persistently do not respond to any queries for the Domain Name; or Singtel receives a decision of the Registry or Registry Administrator requiring such deletion in any administrative proceeding to which the Customer was a part.
- 3.6 **Domain Name Application.** Acceptance of a Domain Name shall be at Singtel's sole discretion. The Customer agrees that even if Singtel has approved the application for the Domain Name, it may still be rejected by the Registry Administrator.
- 3.7 Domain Names are registered on a first-come, first served basis. Domain names which are obscene, scandalous, indecent, contrary to law or morality, comprises of derivatives or colloquialism of words offensive and/or expressions in terms of denotation, connotation or association of the aforesaid categories will not be registered
- 3.8 The Customer consents to be bound by the appropriate domain policy applicable to the domain the Customer has selected. The dispute policy by ICANN, SGNIC or the particular registry administrator are hereby incorporated and made part of the Agreement by reference. Without prejudice to Singtel General Terms, the Customer further agrees to indemnify, defend and hold harmless Singtel from any claims, costs and expenses arising if there is a Domain Name dispute.
- 3.9 **No refund.** The Customer shall not receive a refund upon submission of Service application.
- 3.10 **Proxy Registrant.** All Domain Names registered under this Service will, by default, have the name and contact of Singtel's appointed partner listed as a proxy Registrant and proxy Registrant contacts. The Customer may request for the amendment of Registrant information, subject to approval by the respective Registries, through Singtel at any time during the Service Term. Singtel reserves the right to update Registrant information with Customer's details. Singtel may disclose the Customer's identity to courts, applicable governmental or regulatory body, the Accredited Registrar, Registry Administrator or claimant, where such disclosure is necessary or advisable, at our sole discretion, to conduct an investigation, to resolve a domain dispute, bring legal action, prevent harm to others or to pursue relief. To the extent that Singtel is legally permitted to do so, Singtel will take reasonable steps to notify the Customer in the event such disclosure is required in connection to a court order or government or regulatory directive. .
- 3.11 The Customer acknowledges and agrees that registration of a Domain Name does not create any proprietary right for any Registrant, the Accredited Registrar or any other Person in the name used as a Domain Name or the Domain Name registration and that the entry of a Domain Name in the Registry or in the WHOIS system of the Registry shall not be construed as evidence or ownership of the Domain Name registered as a Domain Name. The Customer shall not in any way transfer or purport to transfer a proprietary right in any Domain Name registration, or grant or purport to grant as security or in any other manner encumber or purport to encumber a Domain Name registration. The Customer shall represent that, to the best of the Customer's knowledge and belief, neither the registration of the Domain Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party;
- 3.12 The Customer agrees and acknowledges that by registering a Domain Name, Singtel has not made any determination, nor is it capable of making such determination, with respect to the legality of the Domain Name registration. The Customer further agrees and acknowledges that Singtel has relied on the Customer's warranties above and has not evaluated whether the registration or use of the Domain Name may infringe upon any rights of any third party. As a consequence, Customer agrees that it shall not use the fact that the Domain Name has been registered by Singtel as a defence in any legal proceedings brought against the Customer by any third party in connection with the Customer's registration and/or use of the Domain Name.
- 3.13 Nothing in this Agreement shall oblige Singtel to act as arbiter between the Customer and third parties in respect of any disputes arising out of the registration or use of the Domain Name. The Customer agrees that this Agreement does not confer any rights, procedural or substantive, upon the Customer as against any third parties and also acknowledges that third parties are not bound by the provisions of this Agreement.

## **ANNEX – Business DNS Hosting**

*Note: This Annex shall be read together with the Specific Terms Singtel SaaS Service*

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

- 1.1 “Data Files” mean and refer to those data files that contain data needed to resolve Internet domain names in the top-level domains to Internet Protocol (IP) numbers.
- 1.2 “Service” means the Business Domain Name System (DNS) Hosting service, which allows Customers to publish and manage their Data Files to the Internet.
- 1.3 “Specific Terms” means the Specific Terms and Conditions for SaaS Service or any other Specific Terms and Conditions may be agreed or accepted by the Customer.
- 1.4 The words and expressions used in this Annex, which are defined in the General Terms and/or Specific Terms but are not defined in this Annex, shall have meanings as defined therein unless the context otherwise requires.

### **2 Service Duration and Plans**

- 2.1 Notwithstanding Clause 3.3 of the Specific Terms and Conditions for SaaS Service, the Service duration shall be a period of 12 months or such other period as may be stipulated by Singtel as the initial period of subscription when the Customer applies for the Service calculated to commence on the Service Commencement Date (the “Initial Term”). Thereafter unless the Service is terminated by either party, the subscription of the Service shall continue for successive 12 months periods or such other periods as stipulated by Singtel (the “Subsequent Term”).

### **3 Service Requirements and Limitation**

- 3.1 The Customer shall provide Singtel with complete and accurate data during application of the Service and promptly correct and update Singtel of any changes thereto during the Term. The Customer’s willful provision of incomplete and inaccurate or unreliable information, its willful failure to promptly update information provided to Singtel or failure to respond for over 15 days to inquiries by Singtel concerning the accuracy of contact details associated with the Customer’s registration shall constitute a material breach of the Service and shall be a basis for termination of the Service
- 3.2 The Customer must have sole ownership and control over the Service. If the Customer does not have sole ownership, the Customer must affirm and represent that the Customer has the legal right to access and alter the domains as a representative of a company, partnership or another individual that has given the Customer the authority to perform such actions.
- 3.3 The Customer is solely responsible for keeping a complete and current copy of its Data Files as a backup on a remote system and not solely on the Service servers.
- 3.4 **Data Files Disputes.** Customer is solely responsible for the information contained in its Data Files. Singtel and the Third Party Vendor (in this case Vodien Internet Solutions Pte Ltd (“Vodien”)) hereby disclaims any and all liability for the accuracy or content of the Customer’s Data Files, as both are provided by Customer. If a dispute arises between Customer and a third party over the information in Customer Data Files, including but not limited to the duplication of resource records contained therein, Customer hereby agrees to assume complete responsibility for resolving such a dispute. Singtel and Vodien specifically disclaims any liability in connection therewith. Without prejudice to the indemnity rights contained in the General Terms and Specific Terms, the Customer shall indemnify Singtel and Vodien for any all actions, claims, proceedings, costs (including legal costs incurred in defending any such actions, claims or proceedings, liability, losses and damages whatsoever which may be brought or commenced against the Singtel and/or Vodien by any person for which Singtel and/or Vodien may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason such Data File disputes.
- 3.5 Singtel reserves the right to suspend performance or provision of the Services until Customer resolves such disputes. Any such suspension shall not relieve Customer of any obligations under this Agreement, including without limitation the obligation to pay applicable Fees and Charges.
- 3.6 Singtel reserves the right to suspend performance or provision of the Services to the Customer, if the Service is compromised and/or used as a platform for malicious, obscene, offensive, defamatory, wrongful or unlawful activities through Customer’s negligence or inaction.
- 3.7 **No refund.** The Customer shall not receive a refund either on all or part of any Fees and Charges paid by the Customer if a termination or suspension of Service occurs for any reason whatsoever.

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## Microsoft Cloud Agreement

This Microsoft Cloud Agreement is between Microsoft Corporation (“Microsoft”, “we”, “us”, or “our”) and the entity you represent, or, if you do not designate an entity in connection with a Subscription, then this agreement is between Microsoft and you individually (in either case, “Customer” or “you”). This agreement consists of the terms and conditions below, the Acceptable Use Policy, the Online Services Terms, and the SLAs. It is effective on the date we provide you with confirmation of your first order (“Effective Date”). Key terms are defined in Section 11.

### 1. **General.**

- a. **Right to Use.** We grant you the right to access and use the Online Services and to install and use Software included with your Subscription, as further described in this agreement. We reserve all other rights.
- b. **Acceptable Use.** You will use the Product only per the Acceptable Use Policy. You may not reverse engineer, decompile, disassemble or work around technical limitations in the Product, except where applicable law permits it despite this limitation. You may not disable, tamper with or otherwise attempt to circumvent any billing mechanism that meters your use of the Product. You may not rent, lease, lend, resell, transfer, or host any Product to or for third parties.
- c. **Use Rights.** The Online Services Terms in effect on the Effective Date will apply to your use of the Product for the initial Term of the Subscription. For any renewal Term, the Online Services Terms in effect on the date of renewal will apply. The use rights and Microsoft’s process for updating them are detailed in the Online Services Terms.
- d. **Choosing a Reseller.** You must choose and maintain a Reseller authorized in your region.
- e. **Reseller Administrator Access and Customer Data.** You acknowledge and agree that (i) once you have chosen a Reseller, that Reseller will be an additional administrator of the Online Services for the Term, and you will be unable to choose another Reseller for the Online Services during the Term, unless otherwise permitted by Microsoft; (ii) Reseller will have the same administrative privileges and access to Customer Data as your own administrator; (iii) Reseller’s privacy practices with respect to Customer Data or any services provided by Reseller may differ from the privacy practices of Microsoft; and (iv) Reseller may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. You consent to Microsoft providing Reseller with information that you provide to Microsoft and Customer Data for purposes of ordering, provisioning and administering the Online Services.
- f. **Eligibility for Academic and Government Versions.** You agree that if you are purchasing an academic or government offer, you meet the respective eligibility requirements for a Qualified Educational User or Qualifying Government Entity published at <http://www.microsoftvolumelicensing.com>. Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if such eligibility requirements are not met.

### 2. **Confidentiality.**

To the extent permitted by applicable law, the terms and conditions of this agreement are confidential. Unless otherwise agreed, you may not disclose these terms and conditions, or the substance of any discussions that led to them, to any third party other than your Affiliates or agents, or to designated or prospective Resellers who: (a) have a need to know such information in order to assist in carrying out this agreement; and (b) have been instructed that all such information is to be handled in strict confidence.

### 3. **Orders, Prices, term, termination, and suspension.**

- a. **Orders.**
  - (i) Orders must be placed through your designated Reseller.

- (ii) You may increase the quantity of Product ordered during the Term of a Subscription. Additional quantities of Product added to a Subscription will expire at the end of that Subscription.
- b. Available Subscription Offers.**
  - (i) **Commitment Offering.** You commit in advance to purchase a specific quantity of Services for use during a Term. With respect to Microsoft Azure Services, additional or other usage (for example, usage beyond your commitment quantity) may be treated as a Consumption Offering. Committed quantities not used during the Term will expire at the end of the Term.
  - (ii) **Consumption Offering (also known as Pay-As-You-Go).** For Microsoft Azure Services only, your Reseller will bill you based on your actual usage of the Online Services.
  - (iii) The Subscription offers available to you will be established by your Reseller.
- c. Pricing and Payment.** You acknowledge that your prices for each Product and terms and conditions for invoicing and payment will be established by your Reseller.
- d. Renewal.** The Term of your existing Subscription will automatically renew unless you provide your Reseller with notice of your intent not to renew prior to expiration of the Term of the Subscription. Microsoft may require you to sign a new agreement, a supplemental agreement or an amendment before processing a renewal.
- e. Taxes.** The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this Agreement, and all such taxes shall be the financial responsibility of the party who is obligated by operation of law to pay such tax.
- f. Duration of agreement and Termination.** This agreement will remain in effect for the Term of any Subscription purchased hereunder. You may terminate this agreement at any time by contacting your designated Reseller. The expiration or termination of this agreement will only terminate your right to place new orders for additional Products under this agreement.
- g. Termination for breach.** Either party may, on written notice to the other party, terminate this agreement if the other party materially breaches this agreement. Except where the breach is by its nature incapable of being cured within 30 days, the terminating party must give the other party 30 days' prior written notice and opportunity to cure.

#### **4. Security, privacy, and data protection.**

- a.** You consent to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. You may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement. You will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b.** Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by your Reseller.
- c.** You consent and authorize Microsoft (and its service providers and subcontractors), at Reseller's direction or as required by law, to access and disclose to law enforcement or other government authorities data from, about or related to you, including the content of communications (or to provide law enforcement or other government entities access to such data).

- d. As and to the extent required by law, you shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Reseller or as required by law, and shall obtain the users' consent to the same.
- e. You appoint Reseller as its agent for purposes of interfacing with and providing instructions to Microsoft for the purposes of this Section 4.

## 5. **Warranties.**

### a. **Limited warranty.**

- (i) **Online Services.** We warrant that each Online Service will meet the terms of the applicable SLA during the applicable Term. Your only remedies for breach of this warranty are those in the SLA.
- (ii) **Software.** We warrant for one year from the date you first use the Software that it will perform substantially as described in the applicable user documentation. If Software fails to meet this warranty we will at our option (1) return the price paid for the Software or (2) repair or replace the Software.

### b. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

- (i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;
- (ii) this limited warranty does not cover problems caused by accident, abuse or use of the Products in a manner inconsistent with this agreement, or resulting from events beyond our reasonable control;
- (iii) this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and
- (iv) this limited warranty does not apply to free, trial, pre-release, preview or beta Products.

### c. **Disclaimer. Other than this warranty, we provide no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers will apply except to the extent applicable law does not permit them.**

## 6. **Defense of claims.**

- a. **Defense.** We will defend you against any claims made by an unaffiliated third party that a Product infringes its patent, copyright or trademark or makes unlawful use of its trade secret. You will defend us against any claims made by an unaffiliated third party that any Customer Data (i) infringes the third party's patent, copyright, or trademark or makes unlawful use of its trade secret or (ii) arises from violation of the Acceptable Use Policy.
- b. **Limitations.** Our obligations in Section 5a will not apply to a claim or award based on: (i) Customer Data, non-Microsoft software, modifications you make to the Product, or materials you provide or make available as part of using the Product; (ii) your combination of the Product with, or damages based upon the value of, a non-Microsoft product, Customer Data or business process; (iii) your use of a Microsoft trademark without our express written consent, or your use of the Product after we notify you to stop due to a third-party claim; or (iv) your redistribution of the Product to, or use for the benefit of, any unaffiliated third party.
- c. **Remedies.** If we reasonably believe that a claim under Section 5a may bar your use of the Product, we will seek to: (i) obtain the right for you to keep using it; or (ii) modify or replace it with a functional equivalent and notify you to stop use of the prior version of the Product. If these options are not commercially reasonable, we may terminate your rights to use the

Product and then refund any advance payments for unused Subscription rights to your Reseller.

- d. **Obligations.** Each party must notify the other promptly of a claim under this Section 6. The party seeking protection must (i) give the other sole control over the defense and settlement of the claim; and (ii) give reasonable help in defending the claim. The party providing the protection will (1) reimburse the other for reasonable out-of-pocket expenses that it incurs in giving that help and (2) pay the amount of any resulting adverse final judgment (or settlement that the other consents to). The parties' respective rights to defense and payment of judgments or settlements under this Section 6 are in lieu of any common law or statutory indemnification rights or analogous rights, and each party waives such common law or statutory rights.

## **7. Limitation of liability.**

- a. **Limitation.** The aggregate liability of each party for all claims under this agreement is limited to direct damages up to the amount paid for the Online Service during the 12 months before the cause of action arose; provided, that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service. For Products provided free of charge, Microsoft's liability is limited to direct damages up to U.S. \$5,000.
- b. **Exclusion.** Neither party will be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the party knew they were possible or reasonably foreseeable.
- c. **Exceptions to limitations.** The limits of liability in this Section apply to the fullest extent permitted by applicable law, but do not apply to: (i) the parties' obligations under Section 6; or (ii) violation of the other's intellectual property rights.

## **8. Software.**

- a. **Licenses purchased.** We grant you licenses for the number of copies of Software you ordered.
- b. **License confirmation.** Proof of your Software license is (i) this agreement, (ii) any Order confirmation, (iii) documentation evidencing license transfers (for any permitted transfers), and (iv) proof of payment.
- c. **License rights are not related to fulfillment of Software media.** Your acquisition of Software media or access to a network source does not affect your license to Software obtained under this agreement. We license Software to you, we do not sell it.
- d. **Transferring and assigning licenses.** License transfers are not permitted.

## **9. Support.**

Support services for Products purchased under this agreement will be provided by Reseller.

## 10. **Agreement mechanics.**

- a. **Notices.** You must send notices by mail to the address below.

<b>Notices should be sent to:</b>	<b>Copies should be sent to:</b>
Microsoft Corporation Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile: (425) 936-7329	Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile: (425) 936-7329

We may email notices to account administrators you identify. Notices are effective on the date on the return receipt or, for email, when sent.

- b. **Assignment.** You may not assign this agreement either in whole or in part.
- c. **Severability.** If any part of this agreement is held unenforceable, the rest of the agreement will remain in full force and effect.
- d. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.
- e. **No third-party beneficiaries.** There are no third-party beneficiaries to this agreement.
- f. **Applicable law and venue.** This agreement is governed by Washington law, without regard to its conflict of laws principles except that (i) if Customer is a U.S. Government entity, this agreement is governed by the laws of the United States, and (ii) if Customer is a state or local government entity in the United States, this agreement is governed by the laws of that state. Any action to enforce this agreement must be brought in the State of Washington. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.
- g. **Entire agreement.** This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications.
- h. **Survival.** The following provisions will survive this agreement's termination or expiration: 5 (Warranties), 6 (Defense of claims), 7 (Limitation of liability), 10f (Applicable law and venue), 10g (Entire agreement), 10h (Survival), 10i (U.S. export jurisdiction) and 11 (Definitions).
- i. **U.S. export jurisdiction.** The Product is subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.
- j. **Force majeure.** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This section will not, however, apply to your payment obligations under this agreement.
- k. **Publicity.** Microsoft may publicly disclose (orally and in writing) that you are a customer of Microsoft and a purchaser of the Product(s), including in a list of Microsoft customers and other promotional materials.
- l. **Order of Precedence.** In the case of a conflict between any documents referred to in this agreement that are not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the SLAs, and (3) the Online Services Terms. Terms in an amendment control over the amended document and any prior

amendments concerning the same subject matter.

## **11. Definitions.**

Any reference in this agreement to “day” will be a calendar day.

“Acceptable Use Policy” is set forth in the Online Services Terms or as otherwise made prominently available by Microsoft.

“Affiliate” means any legal entity that a party owns, or that owns a party, with a 50% or greater interest.

“Commitment Offering” and “Consumption Offering” describe categories of Subscription offers and are defined in Section 3.

“Customer Data” is defined in the Online Services Terms.

“Online Service” means any Microsoft online service subscribed to under this agreement.

“Online Services Terms” means the terms that apply to your use of the Products available at <http://www.microsoft.com/licensing/onlineuserights>. The Online Services Terms include terms governing your use of Products that are in addition to the terms in this agreement.

“Product” means any Online Service (including any Software).

“Reseller” means an entity authorized by Microsoft to resell Software licenses and Online Service Subscriptions under this program and engaged by you to provide pre- and post-transaction assistance.

“SLAs” means the service level agreement commitments we make regarding delivery and/or performance of the Online Service, as published at <http://www.microsoft.com/licensing/contracts>, <http://www.windowsazure.com/en-us/support/legal/sla/> or at an alternate site that we identify.

“Software” means software we provide for installation on your device as part of your Subscription or for use with the Online Service to enable certain functionality.

“Subscription” means an order for a quantity of Product for a defined Term (e.g., 30 days or 12 months).

“Term” means the duration of a Subscription for a specific Product as established by your Reseller.

