

General Terms and Conditions for ICT Service

These General Terms and Conditions ("Terms and Conditions") will apply to all Goods and Services sold, supplied or performed by China Unicom to the Customer pursuant to the Contract. If there is any conflict or inconsistency among any parts of the Contract, they shall be resolved in accordance with the order of priority set out below:

- (a) (highest) Order Confirmation/ Quotation;
- (b) Service Terms (if any); and
- (c) (lowest) these Terms and Conditions.

Customer acknowledge that, unless expressly agreed to by China Unicom in writing, the terms and conditions included on a document issued by Customer such as a purchase order, confirmation, receipt (including the terms on any pre-printed purchase order form, or the Customer standard retainer document) will not apply to the sale or supply of Goods and Services by China Unicom to Customer or otherwise vary these terms and conditions.

1. DEFINITIONS

"Acceptance Criteria" means in relation to the Goods, the criteria set out in the Contract that will result in the issue of an acceptance certificate, if those criteria are met.

"Affiliate" means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with such entity, including an entity with 50% or more equity or more in an entity.

"Applicable Law" means (a) any applicable law, rule or regulation of any jurisdiction; (b) any applicable lawful determination, decision or direction of a government agency in any jurisdiction; (c) any applicable obligations under any telecommunications licence, any binding industry standard or industry code; and (d) any applicable international convention or agreement.

"Business Day" means a day that is not a Saturday, Sunday or any other day that is a gazetted public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made, as the context admits.

"Business Hours" means 9 am to 5:30 pm of each Business Day.

"China Unicom", "us", "our" or "we" or "Company" means either the China Unicom entity signing the Contract.

"Confidential Information" means any trade secrets embodied in any information relating to, but not limited to, the commercial activities, product pricing, technologies, business processes, Customer relationships, strategic information and any other information related to the conduct of each parties businesses.

"Contract" means a legally binding contract between China Unicom and the Customer consisting of the Customer Order Confirmation, quotation document or proposal document that may reference other specifications applicable to the sale or supply of certain Goods and Services by China Unicom and these Terms and Conditions.

"Customer" means the person, firm or company placing an order with China Unicom.

"End User License Agreement" or "EULA" means the license agreement governing the use of Software directly between the Customer and the owner of that software.

"Goods" means either Hardware or Software procured or supplied pursuant to these terms and conditions, as the context admits and any goods provided by the Company as ordered by the Customer in the Contract.

"Hardware" means any physical product manufactured by a third party, including any associated third party maintenance service contracts, as specified in the Contract.

"Incidental Costs" means delivery costs, tax, installation, support or maintenance costs, preparation of the site, audit of your physical environments, overtime rates, and any miscellaneous expenses, like travel & accommodation.

"Materials" means literary works or other works of authorship that China Unicom may deliver to the Customer as part of a Service. The term "Material" does not include licensed software products which are provided in accordance with their EULA.

“**Personal Information**” means any data, whether true or not, about a natural person, whether living or deceased, who can be identified (a) from that data; or (b) from that data and other information to which the organization has or is likely to have access.

“**Price**” in relation to Goods and Services means the price payable for those Goods and Services as detailed in the Contract.

“**Service**” means any professional services procured or supplied pursuant to these Terms and Conditions, as the context admits and any services provided by the Company as ordered by the Customer in the Contract.

“**Software**” means any licensed, packaged software that is manufactured, licensed or owned by a third party (other than China Unicom or Customer) (“Third Party”) and procured on behalf of China Unicom for Customer, the use of which is subject to that Third Party’s EULA, and where applicable, includes its associated third party support and maintenance contract.

2. GENERAL OBLIGATIONS

- 2.1 Customer agree to perform customer own specific obligations and responsibilities in accordance with this Contract. Without derogating from this, Customer agree to cooperate fully and act reasonably and in good faith to assist in the timely progress and fulfilment of our obligations under this Contract including, but not limited to, not unreasonably withholding or delaying the provision of any agreement, acceptance, information, assistance or other resource required by us and providing us with all reasonable and necessary access to customer premises and equipment. Customer agrees to be responsible for all site preparation as required to enable efficient delivery and implementation of the Goods and Services. Customer agrees to ensure that all its personnel, agents or sub-contractors are sufficiently trained in and aware of Customer policies and procedures.
- 2.2 We agree to cooperate fully and act reasonably and in good faith to ensure the timely progress and fulfilment of our obligations under this Contract.
- 2.3 Variation of any Services, unless minor variation which will not affect the Price, shall be mutually agreed in writing by executing a new Contract.

3. CUSTOMER REQUIREMENTS AND SPECIFICATION INFORMATION

Customer warrant that all information pertaining to Customer hardware, software or service requirements and specifications is complete, accurate and has been provided to us in the Contract.

4. PROCUREMENT OF HARDWARE AND SOFTWARE

China Unicom agrees to procure for and supply to Customer the Hardware and Software in accordance with the terms of this Contract.

5. DELIVERY & REPLACEMENT

- 5.1 Estimated delivery dates are based on information available to us from suppliers and are subject to change at any time, without prior notice. We are not responsible for delays in delivery caused by a supplier or for other reasons beyond our reasonable control. We are not liable for any delays.
- 5.2 Delivery shall occur on the dispatch of the Goods from the supplier’s premises or, if the Goods are collected by Customer, at the time the goods are placed at the Customer’s disposal. Delivery will be provided during Business Hours.
- 5.3 Delivery shall be at the port where the supplier of the Goods is located unless otherwise stipulated or agreed by us.
- 5.4 China Unicom reserves the right to choose the route and the mode of transport. Any additional costs resulting from special transport requests made by Customer shall be borne by Customer. Unless prepaid freight has been agreed or is included in the invoice price, Customer shall also bear any increases in the freight rates which become effective after the Contract has been concluded, any additional costs resulting from re-routing a consignment, storage expenses, and any other related expenses.
- 5.5 The Customer shall inspect and review the Goods within ten (10) days after delivery of the Goods to the Customer. If the relevant Goods do not meet the Acceptance Criteria, the Customer shall promptly give China

Unicom written notice ("**Defect Notice**") containing a description of the relevant Goods and specifying the Acceptance Criteria that have not been met ("**Defect**").

- 5.6 Following receipt of the Customer's Defect Notice under Clause 5.5, China Unicom shall remedy the Defect identified in the Defect Notice and any other Defects in the Goods at our expense so that the Goods meet the Acceptance Criteria. China Unicom shall resubmit the Goods to the Customer as soon as reasonable practicable and in any event within thirty (30) days after receiving the Defect Notice.
- 5.7 Customer shall inspect and review the redelivered Goods within five (5) days after delivery to the Customer. If, following that inspection, the Goods fails to meet the corresponding Acceptance Criteria, the Customer may elect to either: (a) repeat the process in Clauses 5.5 and 5.6. If on re-inspection, the Goods still does not meet the corresponding Acceptance Criteria, the Customer may proceed under Clause 5.5; or (b) accept the Deliverable subject to such reasonable reduction in the Price as China Unicom and Customer may agree.
- 5.8 Customer shall be deemed to have accepted the Goods: (a) when Customer issues an acceptance certificate or notifies us in writing that Customer accepts the Goods; (b) five (5) days after delivery of the Goods to the Customer, unless the Customer has served written notice on China Unicom under Clause 5.5 above.
- 5.9 This Clause 5 sets out the Customer's exclusive remedy for: (a) non-conformance of any Goods or Services with the corresponding Acceptance Criteria; or (b) any other defect in any Goods and Services; or (c) any non-conformity of any Goods and Services with any requirement or warranty under the Contract, in each case whether for breach of contract, in tort (including negligence) or on any other basis.

6. RISK AND TITLE

- 6.1 Risk of loss or damage to Goods will pass to Customer upon delivery of the Goods to Customer or Customer authorised representative.
- 6.2 Notwithstanding the passing of risk:
- (a) All Goods delivered remain our property until all monies owing have been paid in full. Until that time and in the case of Software, subject to the manufacturers consent and license conditions, Customer may sell the Goods in the ordinary course of business as agent for us, and the proceeds shall be held in trust for and on behalf of us.
 - (b) Prior to any sale, Customer shall hold the Goods as bailee for us and shall return the Goods to us on demand.
 - (c) Until payment has been received in full, we will be entitled to enter Customer premises upon prior notice at any reasonable time to inspect all records in relation to all Goods supplied by us and all records in respect of the sale of those Goods by Customer.
 - (d) We will be entitled to enter Customer premises upon prior notice at any reasonable time to recover possession of those Goods for which payment in full has not been made.
 - (e) It is agreed that where we enter Customer premises to take possession of the Goods and in Customer possession, the Goods will be treated as though they were sold by Customer in the same sequence as Customer had taken delivery.

7. PERFORMANCE OF SERVICES

- 7.1 Unless otherwise agreed, the Services will be performed by us during Business Hours of each Business Day. We agree to perform the Services in accordance with the terms of the Contract. We will perform the Services utilising such resources, employees and subcontractors as we deem appropriate.
- 7.2 Customer agrees to provide us and our subcontractor with access to the Customer's sites or premises as reasonably required by China Unicom to perform the Services and deliver the Goods. Customer shall ensure that the Customer sites or premises are in a suitable condition for us or our subcontractor to supply the Services and Goods and that they have appropriate security, power and other facilities as we would reasonably expect for performance of our responsibilities in connection with the Contract.

8. PRICES AND PAYMENT

- 8.1 The Price payable for the Goods and Services is set out in the Contract and does not include any Incidental Costs (including any GST) unless expressly provided therein. You will pay the invoices in the currency agreed in the Contract. You must pay our invoices within fourteen (14) days after the relevant invoice date ("**Due Date**").
- 8.2 Any sum that is not paid when due will incur an interest charge of 10% per annum, commencing on the Due

Date.

- 8.3 Customer shall pay all sums under the Contract in full without any set-off, counterclaim or deduction. If the Customer is required by law to deduct or withhold an amount from any sum payable to us under the Contract, the Customer shall pay to China Unicom a sum that ensures that we receive and retain a net sum equal to the amount we would have received if no such deduction or withholding had been made or required to be made.

9. CONFIDENTIALITY

- 9.1 From the time the parties entering into the negotiations preceding the Contract until the expiration of three (3) years following the termination of the Contract, a party receiving Confidential Information ("**Recipient**") must keep confidential and not disclose without the disclosing party's consent the Confidential Information and will use at least the same level of care with respect to the Confidential Information as the Recipient employs with respect to its own confidential or proprietary information. For purposes of maintaining the confidentiality of this Contract, both parties are the Recipients of the Confidential Information contained in the Contract.
- 9.2 Notwithstanding the above, Confidential Information will not be deemed confidential and the Recipient will have no obligation with respect to any Confidential Information which:
- (a) is already known to the Recipient not due to a breach of confidentiality of which the Recipient is aware;
 - (b) is or becomes publicly known through no negligent or wrongful act of the Recipient;
 - (c) is received by the Recipient from another source without similar restriction and without breach of this Contract; or
 - (d) is furnished to a third party by the disclosing party without similar restrictions on the third party's rights.
- 9.3 If the Recipient receives lawful process requesting or requiring it to disclose party may seek an appropriate protective order, or consent to the release of the Confidential Information.

10. EXCLUSION OF WARRANTIES

To the extent permitted by law, and except as expressly set out in the Contract, we provide the Goods and Services to the Customer on an "AS IS" basis; exclude all warranties and conditions, express, implied or statutory (including all implied warranties of merchantability, fitness for a particular purpose, lack of viruses, uninterrupted or error free operation, accuracy or completeness of responses or results, lack of workmanlike effort or non-infringement) regarding the Goods and Services provided to Customer; and limit the remedies available for a breach of any warranty given to Customer to the lesser of and to the extent that such breach of warranty is capable of remedy by employing commercially reasonable efforts (as determined by us acting reasonably and in good faith):

- (a) for Goods, the cost of repairing or replacing those Goods; or paying the cost of having those Goods repaired or replacement; and
- (b) for Services, the cost of resupplying the Services; or paying the cost of having the Services resupplied.

11. HARDWARE & SOFTWARE WARRANTY

- 11.1 Customer accepts the Hardware manufacturer's warranty in relation to the Hardware. Warranty shall start upon delivery for all hardware.
- 11.2 Software EULA and Warranty: Customer's use, rights and obligations in respect of Software is governed by its applicable EULA, unless it is varied by agreement between the parties to that EULA. Customer agrees to execute and be bound by the terms of the Software owner's EULA. Customer accepts the Software owner's warranty in relation to the Software.
- 11.3 Any issues or problems with any Hardware or Software functionality including, but not limited to, warranty claims, are to be resolved between Customer and the relevant owner or manufacturer directly, subject to the terms of the Hardware manufacturer's warranty or Software manufacturer's warranty and its EULA, as the case may be. We will, where possible, provide incidental and reasonable assistance to Customer during this process.

12. RETURNS

Each claim by Customer for return of Goods shall be dealt with pursuant to our Goods returns procedure and policy.

13. SERVICES WARRANTY

China Unicom warrant that we will use commercially reasonable efforts to perform the Services (including the provision of any associated Materials) in accordance with the Contract and any milestones set out therein and that all Services will be provided with due care and skill.

14. MATERIALS OWNERSHIP AND LICENSE

China Unicom shall retain all right, title and interest in all Materials created before and during the Service performance period. We grant to Customer a nonexclusive, license to use, copy and distribute, within Customer group of companies only, copies of these Materials. Each party agrees to reproduce the copyright notice on any copies made under the license granted above. Any idea, concept, know-how or technique which relates to the subject matter of a Service and is developed or provided by a party, or jointly by both, in the performance of a Service may (subject to applicable patents and copyrights) be freely used by either party.

15. LIMITATION OF LIABILITY

Except in respect of a breach of confidentiality, in no event shall either party be liable for any indirect, special, or consequential damages whether such damages are alleged as a result of tortious conduct (including negligence) or breach of contract or otherwise. Our maximum liability to Customer in aggregate for all claims made against us in contract, tort or for any other common law or statutory cause of action in connection with the subject matter of this Contract shall be limited to:

- (a) In respect of Goods, the component of the Price paid by Customer for such Goods under this Contract;
- (b) In respect of Services, the component of the Price paid by Customer for such Services under this Contract;
- (c) Where a claim(s) relates to both Goods and Services, the limits on our liability shall operate separately and independently of each other in respect of such Goods and Services. A party's liability for a claim of another party will be reduced proportionately to the extent that any act or omission of the claiming party or any of its officers, agents, employees or contractors causes or contributed to those liabilities, losses, damages, cost or expenses.

16. TERM, SUSPENSION AND TERMINATION

- 16.1 This Contract shall come into effect upon execution by both parties. The Contract shall end on the earlier of:
 - (a) if a fixed term is specified in the Contract, on the expiry of that fixed term;
 - (b) if terminated by a party in accordance with the Contract or at law;
 - (c) when both parties have fully discharged all of their obligations under the Contract; or
 - (d) in any other circumstances specified in the Contract.
- 16.2 Either party may terminate this Contract, on 30 days prior written notice, where the other is in material default. We may terminate this Contract with immediate effect if Customer becomes unable to pay Customer debts as and when they become due and payable.
- 16.3 The termination or expiry of the Contract for any reason shall be without prejudice to the rights and obligations of the parties hereto accruing up to and including the date of such termination or expiry.
- 16.4 China Unicom may suspend the provision of the Goods or Services: (a) where we would otherwise be entitled to terminate the Contract; (b) where we are entitled to or directed to suspend performance under applicable law; (c) where any amount owing under the Contract remains unpaid at the expiry of fourteen (14) days after the due date for such payment; (d) to safeguard the integrity and security of its information and communications systems; or (e) where it is required to do so by one its third party service providers. Where China Unicom exercises its right of suspension under this Clause, we shall be entitled to recover any additional costs and to extent the time for performance of our obligations

17. FORCE MAJEURE

China Unicom is excused from performing our obligations to the extent we are prevented by any event out of our reasonable control, including without limitation any flood, fire, lightning, earthquake, storm, explosion, meteor, accident, embargo, blockade, strikes, riot, civil disorder, insurrection, mob violence, any kind of war or war-like conditions, act of terrorism or of the public enemy, epidemic, pandemic, quarantine, inability to procure materials or transportation facilities, national or regional emergency, power outage, labour dispute or shortage, act or failure to act of any government authority, change in laws and regulations, act of God or any other events or circumstances beyond our reasonable control.

18. Anti-Money Laundering Requirements

Customer shall comply with all Applicable Laws on anti-money laundering, counter-terrorism financing, counter-proliferation financing, and sanctions (together “AML”). Customer shall fully cooperate with China Unicom’s reasonable due diligence (on site or in writing) of Customer’s identity, its beneficial ownership, and AML policies and procedures, which includes but is not limited to its sanctions and politically exposed person review and suspicious transactions monitoring and reporting procedures. China Unicom reserves the right to retain copies of identification evidence and supporting documentation obtained in relation to Customer. In accordance with its AML, anti-fraud, and other compliance and security policies and procedures, China Unicom may place any approval process for Customer’s transaction on hold, or impose reasonable limitations and controls on Customer’s ability to utilize the Services. Such limitations may include but are not limited to rejecting payments, or suspending/restricting any Service. China Unicom may, for the purposes of complying with relevant suspicious transaction reporting and tipping-off requirements under Applicable Law, report suspicious transactions to the relevant authorities without informing Customer.

19. Ethical and Environmental Compliance

Customer undertakes to comply with, and to require its sub-contractors and any person under its control to comply with, all applicable national, regional and international rules relating to ethical and responsible behaviors, including, but not limited to, those dealing with human rights, environmental protection, resource sustainability, sustainable development, bribery and corruption.

20. Data Privacy

Customer shall be solely responsible, where applicable, for providing any necessary notifications and/or obtaining any necessary consents required for the collection, use, disclosure and transfer of Personal Information. Each Party will use all commercially reasonable endeavours to ensure that the Personal Information is protected against unauthorized or accidental access, processing, erasure, loss or use and will promptly notify the other Party of any unauthorized or accidental access, processing, erasure, loss or use of the Personal Information. Customer shall ensure that China Unicom may transfer data acquired in connection with its provision of any Service, including Personal Information, to any of its Affiliates that have been delegated any of its obligations under the agreement.

21. Export Control

- 21.1 Customer shall comply with applicable national export control laws and regulations as well as United Nations’ Security Council resolutions and international regimes (for the purposes of this Export Control Clause, collectively “LAWS”) to which all hardware, software and components therein supplied by China Unicom under the agreement (for the purposes of this Export Control Clause, collectively “ITEMS”) are subject.
- 21.2 Customer shall, at its own cost, obtain all required authorizations, permits, or licenses, and be registered with the relevant national agencies, to the extent required by such LAWS. Customer shall maintain an effective internal compliance program to ensure compliance with applicable LAWS.
- 21.3 All ITEMS are intended for civilian use only. Customer assures that it and its Affiliates will not directly or indirectly import, export, re-export, transfer, transmit, broker, or release the ITEMS to any military end-users or for any military end-use.
- 21.4 Customer also certifies that none of the ITEMS will be sold, re-sold, or otherwise transferred, or made available to any Party, by it and its Affiliates directly or indirectly, for end use prohibited or restricted by applicable LAWS, such as use of nuclear, biological or chemical weapons or missiles or weapons of mass destruction or use of supporting terrorism.
- 21.5 When deemed necessary, China Unicom may audit the Customer’s practices in complying with this Export Control Clause. Customer agrees to provide transaction records, supporting documents and information regarding export control compliance, and agrees to cooperate with China Unicom for possible audits. Customer should also ensure recordkeeping requirements in line with applicable LAWS to fulfil requirement of any audit by China Unicom.

22. Fraud

It is in the Parties’ mutual interest to prevent any kind of fraud, abuse, misuse or damage of data that involves the Parties’ respective network or services. The Parties shall therefore inform each other on the occurrence of such event in due course, exchange all necessary and relevant data, including but not limited to customer information, and jointly

discuss and work out measures either to prevent or eliminate such fraud, abuse, misuse or damage; PROVIDED THAT no Party shall transfer information to the other Party to the extent that a Party is prohibited from doing so by Applicable Law.

23. Security Requirements

- 23.1 Each Party shall ensure that the Services provided by it hereunder will comply with the security requirements as defined in this clause and Applicable Law.
- 23.2 Each Party shall ensure that any Confidential Information disclosed under the agreement will be treated by its staff, contractors and third parties acting on its behalf in accordance with the provisions of Clause 9 of these General Terms.
- 23.3 Each Party will use all reasonable efforts to identify vulnerabilities, threats or risks linked to the Services provided by it hereunder at any time during the term of the agreement. Each Party shall advise the other Party in case of security related flaws.
- 23.4 The Parties shall advise each other immediately on becoming aware of any security breach, potential security breach or any suspected misuse that may affect the Services hereunder.
- 23.5 The Parties shall collaborate in order to eliminate any kind of security incident.

24. GENERAL PROVISIONS

- 24.1 **Authority to Contract.** Each party warrants and undertakes to the other that: (a) it has all necessary, power and authority to enter into, and perform its obligations under the Contract; (b) it has taken all corporate and other action necessary to approve the execution, delivery and performance of the Contract; (c) once duly executed, the Contract will constitute legal, valid and binding obligations on it; and (d) entering into the Contract or performing the Contract will not cause that party to be in breach of any other contract to which it is a party or any statutory or other legal requirement.
- 24.2 **Assignment.** China Unicom may at any time transfer or assign any or all of its rights, obligations, benefit or interest under this Contract.
- 24.3 **Severability.** The provisions of this Contract are enforceable independently of each of the others and if a provision of this Contract is, or becomes, illegal, invalid, void or deemed unenforceable by any court of competent jurisdiction, it shall not affect the legality, validity or enforceability of any other provisions of this Contract. If any of these provisions is so held to be illegal, void, invalid or unenforceable but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it legal, valid or enforceable.
- 24.4 **Variations.** This Contract may be varied from time to time providing that both parties agree to the variations in writing.
- 24.5 **Waiver.** Failure or delay by either party to enforce any provision of this Contract shall not be deemed a waiver of future enforcement of that or any other provision, unless agreed in writing by the relevant party.
- 24.6 **Third party rights.** A person who is not a party to the Contract has no right under the applicable law to enforce or to enjoy the benefit of any term of the Contract.
- 24.7 **Independent Contractors.** Under the Contract, both parties are independent contractors which maintain complete control over their own personnel and operations. Neither party will become a partner, agent, fiduciary or legal representative of the other.
- 24.8 **Entire Contract.** Where this Contract applies, it constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces any prior condition, warranty, representation, statement, agreement, undertaking, indemnity (whether negligently or innocently) imposed, given or made by a party, whether written, oral or implied and may only be amended in writing and signed by both parties.
- 24.9 **Governing Law and Jurisdiction.** The Contract shall be governed by the laws of Singapore and each party submits to the non-exclusive jurisdiction of the courts of Singapore.