

## General Terms and Conditions

This Agreement is made and entered into on the Effective Date as defined herein below between: Telekomunikasi Indonesia International Pte. Ltd. ("Telin"), a company duly incorporated under the laws of Republic of Singapore with its business address at 1 Maritime Square #09-63 HarbourFront Centre Singapore 099253 and the Customer as detailed in the Service Order Form. For the purposes of this Agreement, Telin and the Customer shall be individually referred to as a "Party" and collectively, the "Parties."

WHEREAS, Telin provides various telecommunications services through its global telecommunications network facilities; and WHEREAS, the Customer desires to procure from Telin certain Services and Telin is willing to provide said Services as per the terms, conditions, and rates set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereby agree to the following:

### 1 DEFINITIONS.

"Activation Certificate of Acceptance" or "ACA" – shall mean the certificate issued by TELIN upon successful provisioning of a service. This certificate may or may not be issued to the Customer depending on the type of services provided.

"Affiliate" - shall mean any person, now or hereafter existing, who directly or indirectly controls, is controlled by, or is under common control with a Party hereto; a person "controls" another person if it holds or is beneficially entitled to hold, directly or indirectly, other than by way of security interest only, more than fifty (50%) of its voting rights, income, or capital.

"Agreement" – shall collectively refer to these general terms and conditions set out herein, any Service Order Form, and any other addenda, schedules, riders, or exhibits attached hereto and/or incorporated herein by reference.

"Bill Start Date" – shall mean the date on which the Services are chargeable and which may be indicated (a) on the ACA; or (b) on the first invoice generated for the Customer.

"Day(s)" – shall mean calendar days unless otherwise set forth in this Agreement.

"Effective Date" - shall mean the Customer's Signing Date on the Service Order Form.

“Force Majeure Event” - shall mean any cause beyond the reasonable control of either Party hereto including, but not limited to, action by a governmental authority, moratorium on any activities related to this Agreement, labour dispute, flood, earthquake, fire, lightning, epidemic, war, riot, civil disturbance, sabotage adverse weather conditions, accidents, or other circumstances or conditions that render it unsafe or unreasonable for either Party’s personnel to travel to, or to enter the affected site, unforeseen material or facility shortages or unavailability not caused by such Party’s failure to timely place orders therefore or lack of transportation facilities.

“Insolvent” - in relation to any Party shall mean: the appointment of or the application to a court for the appointment of a liquidator, or receiver, the entering into a scheme of arrangement or composition with or for the benefit of creditors generally, any reorganization, moratorium or other administration involving its creditors or any class of its creditors, a resolution or proposed resolution to wind up or liquidate such Party, or the inability of a Party to pay its debts as and when they fall due, or any similar circumstances of insolvency arising within the meaning of a Party’s state of incorporation or any analogous provision in any relevant jurisdiction in which the Services are utilized or provided.

“Ready for Service Date” or “RFS Date” – shall mean the date of completion of installation, provisioning and/or testing (where applicable) of the Services by Telin which date will be notified to the Customer by Telin. The RFS Date shall be determined with due consideration of the Customer Requested RFS Date in the Service Order Form but shall be ultimately determined in accordance with this Agreement.

“Service(s)” – shall mean the services to be performed by Telin as more specifically described in the applicable Service Order Form attached to this Agreement.

“Service Level Agreement” or “SLA” – shall refer to any product specific service level agreement offered by Telin to the Customer.

“Service Order Form” or “SOF” – shall mean the Service Order Form(s) which describes the further terms, conditions, specifications, and pricing of the Services.

## 2 SERVICE DESCRIPTION.

2.1 Telin shall deliver the Services on a non-exclusive basis and the Customer shall purchase and utilize the Services as per the specifications described in the Service Order Form. The Parties may, by mutual agreement, add additional services by executing additional Service Order Forms and incorporating them into this Agreement.

2.2 Following the execution of this Agreement, and provided that: (i) Telin has received from the Customer all necessary contractual documents and technical information that it deems necessary for Service provisioning implementation (including a duly signed Service Order Form) and (ii) the service provisioning is deemed technically feasible by Telin; then Telin shall proceed with the provisioning and implementation of the Service. Unless otherwise agreed in writing, Customer shall be responsible to arrange for any equipment or matching facilities by the RFS Date and shall indemnify Telin from for any cost or expense incurred by Telin for Customer's failure to do so.

2.3 Upon its completion of provisioning and implementation of the service, Telin shall proceed to perform the Activation Certificate of Acceptance ("ACA"). Upon the successful completion of such ACA, Telin shall provide a copy of the ACA to the Customer, who shall thereupon have five (5) business days to perform its own acceptance tests and to either: (i) accept delivery of the Service; or (ii) submit to Telin a Service Non-compliant Notice specifically identifying any non-compliance of the Service. If Telin is able to confirm or validate such Service Non-compliance, then Telin shall immediately proceed to rectify the Service Non-compliance within thirty (30) Days of its receipt of the Service Non-Compliance Notice and a new date for Service delivery and re-testing shall be agreed by the Parties.

2.4 The Service acceptance date as set forth in the ACA shall be deemed the RFS Date and shall authorize Telin to commence invoicing for the Service. If, within five (5) business days after the submission by Telin of the ACA to the Customer, if Telin does not receive a Service Non-compliance Notice from Customer detailing any non-compliance with the ACA, then in either case the RFS Date shall be deemed to have immediately occurred, the Service shall be deemed delivered and accepted, and Telin shall have the right to commence invoicing for the Service as of said RFS Date.

### 3 TERM AND RENEWAL.

Unless earlier terminated in accordance with the terms herein, this Agreement shall enter into effect on the Effective Date. The "Initial Term" for the Service shall start on the RFS Date or Bill Start Date, whichever is later, and continue for an initial term consistent with the Service duration set forth in the Service Order Form. For Services where no ACA is issued, the "Initial Term" for the Service shall start on the Bill Start Date. For the avoidance of doubt, the provision of the Service shall only commence upon the RFS Date or Bill Start Date (whichever is later) in accordance with this Agreement and there is no obligation for Telin to provide any Service until commencement of the Initial Term of the Service. Upon the expiration of the Initial Term, this Agreement shall be renewed automatically on a monthly basis unless terminated by either Party by providing 60 Days written notice of its intention not to renew this Agreement prior to the end of the Initial Term or any current Renewal Term.

### 4 SERVICES FEES AND CHARGES.

4.1 Telin shall invoice Customer to the address indicated in the relevant Service Order Form on a monthly basis in advance except for charges that are dependent on usage which shall be billed in arrears for: (i) the Services fees ("Services Fees") set forth in the applicable Service Order Form(s) (prorated for any partial month); and (ii) any other charges, including but not limited to installation or any other additional Service Charges set forth in the applicable Service Order Form or such other mutually agreed fees or charges applicable to the Service which have been reasonably incurred by Telin on behalf of Customer (collectively referred to as the "Additional Service Charges").

4.2 All Services Fees and Additional Service Charges are exclusive of any and all applicable taxes, including value added taxes, sales taxes, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority, all of which shall be the sole responsibility of Customer and paid promptly when due by the Customer. All amounts payable by Customer under this Agreement shall be made without any deduction, set-off or counterclaim and, except to the extent required by any law or regulation, free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. If Customer is required by any law or regulation to make any such deduction or withholding, Customer shall, together with the relevant payment, pay such additional amount as to ensure that Telin actually receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Customer shall make the required deduction or withholding and shall pay the amount so deducted or withheld to the relevant government authority and shall promptly provide Telin with evidence of such payment.

4.3 Each Party agrees that, if reasonably requested by the other Party, it will use its reasonable endeavors to obtain any applicable tax exemption certificate in relation to services provided, or charges levied, pursuant to this Agreement.

## 5 PAYMENT.

5.1 Commencing on the RFS Date and continuing on a monthly basis for the duration of the Initial Term and any Renewal Term(s) Telin will invoice the Customer for the Services Fees and the Additional Services Charges due for such month. Unless otherwise set forth in the Service Order Form, the Services Fees and Additional Service Charges shall be payable in the currency detailed in the Service Order Form within thirty (30) Days from the invoice issue date. Notwithstanding the foregoing, if Customer, in good faith, disputes any portion of the Services Fees and/or Additional Services Charges then the undisputed amount of the invoice shall remain due and payable as provided for in this section and the payment of the disputed amount may be deferred pending the resolution of the dispute as per this Section 5.

5.2 In the event Customer in good faith raises any dispute concerning any invoiced amount, it shall present to Telin, in writing, the basis of the dispute and all evidence required to justify the dispute (within 14 days) of receipt of the invoice. The Parties shall cooperate to resolve any and all disputes within fifteen (15) Days of the initial written notice of the disputed amount from Customer. Should there be a failure to resolve the dispute within the said term, all the disputed amounts payable by the Customer and any further claims shall be resolved according to Section 12.1

5.3 Payment for the Service shall be remitted exclusively via wire transfer (or cheque) to the bank details stated in the Invoice and all bank charges shall be paid by Customer.

5.4 Without prejudice to any of its rights herein, Telin may charge the other Party the costs incurred in collecting any amounts due for payment. In addition hereto, any amounts due hereunder that are not paid when due shall accrue interest at the rate of 1.2% per month from the day on which payment was due and continuing until such amounts are paid in full.

## 6 SUSPENSION AND TERMINATION.

6.1 In addition to any other rights at law or in equity, Telin may immediately and without further notice, suspend the delivery of Services and/or terminate this Agreement in the event that Customer: (i) fails to make any payment when due and fails to remedy such payment breach within ten (10) business days after delivery of written notice from Telin; or (ii) becomes Insolvent; or (iii) commits a breach of any of the terms of this Agreement (other than a breach of the payment obligation as addressed in (i) above) and fails to remedy such breach within thirty (30) Days after receipt of written notice thereof from Telin; or (iv) has its license or regulatory authorization to procure, use, or provide the Service revoked or terminated for any reason and is not otherwise legally entitled to continue to procure, use, or provide the Service in any way. In the event of any termination of this Agreement pursuant to this Section 6.1, the provisions under Section 6.2 below shall be applied.

6.2 Customer may terminate any Service(s) upon sixty (60) Days prior written notice to Telin provided that if such termination occurs prior to the RFS Date of the above mentioned Service(s), Customer shall reimburse Telin for all costs incurred by Telin in the implementation of the terminated Service(s). In the event of a termination of Service by the Customer after the RFS Date, Customer shall pay to Telin: (A) all Services Fees and Additional Services Charges for Services previously rendered and still unpaid; and (B) 100% of the monthly recurring Services Fees for the remainder of the then-current Initial Term or Renewal Term as applicable, (C) 100% of "Third Party Service" (as defined in any Service Order Form or SLA) costs when applicable, which costs are determined in the said Third Party contract with Telin.

6.3 Telin may, without terminating this Agreement, immediately suspend part or all of the delivery of Services until further notice if: (i) it is obliged to do so to comply with an order, instruction or request of a Government agency, an emergency services organization, administrative, judicial authority or other competent administrative authority with apparent jurisdiction, or (ii) it needs to maintain or upgrade its network and or facilities for emergency or scheduled maintenance as contemplated in the SLA, or (iii) Customer's traffic patterns harm Telin's or its Customers' network or facilities. If it is necessary for Telin to suspend the Services under the foregoing circumstances, it shall a) provide reasonable notice to Customer which is reasonably possible under the circumstances, and such notice shall specify the timing or period of such suspension; and b) use all reasonable endeavors to minimize the duration and impact caused by such suspension as much as reasonably practicable under the circumstances. Notwithstanding the above, in the event of any scheduled maintenance as contemplated in the SLA, a prior notice of fourteen (14) Days shall be issued by Telin to the Customer. Furthermore, any suspension of Services by Telin pursuant to its right to terminate this Agreement or in the event of a breach of this Agreement by the Customer shall not prevent Telin from claiming any damages or losses from Customer.

## 7 EQUIPMENT AND ACCESS TO CUSTOMER SITE.

7.1 For the completion of the Service, Telin may have to deliver, install, and maintain equipment ("Equipment") on Customer's site(s). Unless explicitly sold to Customer, the Equipment remains the exclusive property of Telin and shall be returned to Telin immediately upon request in the same condition as it was initially provided excepting reasonable wear and tear. Customer shall be responsible for the protection of such Equipment from loss, theft, damage, or destruction of any kind while in its possession and shall bear all such risks with respect to the Equipment until it is return to Telin. In the event such Equipment is defective or not working through no fault of Customer, Telin shall, at its sole discretion, replace or repair any such Equipment, at its expense.

7.2 Customer shall at its own expense obtain such consent, authorization, or approvals as may be required by Telin (including its employees and authorised contractors) to enter the Customer's sites and to allow Telin to access, bring upon, install, store, use, maintain and service Telin's equipment on the Customer's site(s) . For the avoidance of doubt, it is hereby agreed by the Parties that any delay by the Customer in obtaining any such consents or authorizations required under this Section may delay the performance of Telin's obligations under this Agreement without liability being incurred by Telin. Customer shall be responsible for any costs incurred by Telin in respect of any such delays, where such costs are related to or arise out of the delay caused by Customer.



## 8 LIMITATION OF LIABILITY, WARRANTY.

8.1 Save for any statutory provision under the any applicable laws, in no event shall either Party be liable to the other Party for loss of business or profits, loss of customers, loss of data or information, or consequential, special or indirect losses or damages sustained by either Party or any third parties in using the Service howsoever arising and whether under contract, tort or otherwise (including, without limitation, third party claims, cost of substitute performance, equipment or services and downtime costs, or damage to reputation or goodwill). Furthermore, the entire liability of either Party in contract, tort or otherwise including any liability for negligence howsoever arising out of or in connection with the performance of either Party's obligations under this Agreement, for any claim, loss, expense, or damage under this Agreement and/or Service Order Form shall in no event (other than with respect to payment obligations by Customer for the Services as set forth in a Service Order Form) exceed the sum actually paid by Customer to Telin for the Service which gives rise to the claim during the prior twelve (12) month period; provided however, nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injury or fraud.

8.2 Except as otherwise set forth in this Agreement, Telin makes no warranties, representations or other agreements, express or implied with respect to the service, including, but not limited to, the implied warranties or conditions of, merchantability, satisfactory quality or fitness for a particular purpose.

8.3 Where service credits or rights to terminate this Agreement are specified in a Service Order Form or any Specific Terms and Conditions, such remedy will be Customer's sole and exclusive remedy against Telin in respect of the relevant failure in Service performance and the Parties agree that any service credits or termination rights constitute liquidated damages which represent a genuine estimate of Customer's loss.

8.4 Customer shall maintain appropriate insurance against any loss, damage, claims or actions arising out of the performance by it of its obligations under this Agreement from: (i) personal injury or death (ii) public liability, and/or (iii) any other liability for which it is required by law to insure.

## 9 INDEMNIFICATION.

Each Party shall indemnify, defend, protect and hold the other harmless from and against all liabilities, claims, damages, losses, costs, expenses and judgments (including reasonable attorney's fees and cost) and causes of action arising out of

or in connection with this Agreement for bodily injury (including death) or damage to tangible property caused by the negligence or willful misconduct of the other Party, its employees, agents, or invitees.

## 10 CONFIDENTIALITY.

10.1 Each Party hereby agrees that if either Party provides confidential or proprietary information ("Confidential Information") to the other Party, such Confidential Information shall be held in the strictest of confidence and the receiving Party shall afford such Confidential Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall not be less than reasonable care) to avoid disclosure to or unauthorized use by any third party.

10.2 This Agreement, including its terms, conditions and provisions hereof, constitutes Confidential Information, and all information disclosed by either Party to the other in connection with or pursuant to this Agreement shall be deemed to be Confidential Information, whether or not that written information is marked as being confidential or proprietary when given or confirmed in writing as such thereafter unless otherwise provided for in this Agreement.

10.3 Notwithstanding the following, either Party may disclose Confidential Information to its employees, agents, and legal, financial, and accounting advisors (including its lenders and other financiers) to the extent necessary or appropriate in connection with the execution and performance of this Agreement or its obtaining of financing; provided, however, that each such person is notified of the confidential and proprietary nature of such Confidential Information and is subject to and agrees to be bound by similar restrictions on its use and disclosure.

## 11 INTELLECTUAL PROPERTY.

All legal and beneficial rights in software, copyright, trademark, or any other intellectual property in whatever form (hereinafter "Intellectual Property") which Telin provides to the Customer for the purpose of using the Services will remain at all times the property of Telin or its owner or licensor. To the extent that it is so entitled, Telin grants the Customer a non-exclusive, non-transferable license to use such Intellectual Property for the sole purpose of using the Services as contemplated in this Agreement. The Customer may not reproduce the software or Intellectual Property, except that the Customer will be entitled to make a single back up copy

of any software for archival purposes only. The Customer may not modify, adapt, translate, reverse engineer or disassemble the software or Intellectual Property.

## 12 GOVERNING LAW.

12.1 Unless different provisions are contained in the Service Order Form, this Agreement is governed by and construed in accordance with the laws of Singapore.

12.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one arbitrator and the language of the arbitration shall be English.

## 13 FORCE MAJEURE.

Neither Party shall be in default under this Agreement if and to the extent that any delay in such Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay. The Party claiming relief under this Section 13 shall promptly notify the other in writing of existence of the Force Majeure Event relied on, the anticipated length of delay, the cause of the delay and a timetable by which any remedial measures will be implemented. If the Force Majeure Event is not remedied within one (1) month, either Party may terminate this Agreement forthwith upon providing written notice thereof to the other Party.

## 14 SEVERABILITY, WAIVER.

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. No waiver by either Party to any provisions of this Agreement shall be binding unless made in writing.

## 15 MISCELLANEOUS.

15.1 This Agreement may not be assigned by either Party in whole or in part without the prior written consent of the other Party, which consent shall not be reasonably withheld or delayed, except that each Party shall have the right to assign this Agreement without consent but upon providing written notice to: (i) an Affiliate of Telin or Customer, (ii) a successor in interest of Telin or Customer whether by merger, reorganization, or otherwise, or (iii) a purchaser of all or a portion of the assets of Telin.

15.2 This Agreement shall become effective when signed by an authorized officer of both Customer and Telin.

15.3 Sections 7, 8, 9, 10 of this Agreement shall survive the termination of this Agreement.

15.4 Each Party shall comply with all applicable law with respect to the Service(s) and this Agreement. Customer represents and covenants that it shall not use the Services in any manner or for any purpose which constitutes a violation of the laws or regulations of any jurisdiction in which the Services are being provided and/or utilized.

15.5 This Agreement may be executed in two (2) or more counterparts, each of which shall be an original, and all of which, taken together, shall constitute one and the same Agreement.

15.6 Telin and Customer each represent and warranty to the other that the person(s) executing this Agreement (or any amendments or changes thereto) on its behalf is a duly authorized representative

## 16 NOTICES.

Unless otherwise instructed in writing by a Party, all notices and communications to a Party hereunder shall be in writing and personally delivered or sent by overnight delivery service (at sender's expense) to such Party's address designated in the Service Order Form or sent via facsimile or e-mail to the facsimile number or e-mail designated for such Party in the Service Order Form.

## 17 ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between Telin and Customer and supersedes and cancels all prior agreements, negotiations, or commitments made by either Party whether written or oral, with respect to the specific Services provided hereunder. Unless otherwise expressly provided for herein, this Agreement may only be modified if such modification is in writing and signed by a duly authorized representative of each Party hereto. In case of any ambiguity or conflict between the General Terms and Conditions in this agreement, the Specific Terms and Conditions, the Service Order Form, or any other schedule or exhibit hereto, such ambiguity or conflict shall be resolved by the following order of precedence: 1) the Service Order Form, 2) the Specific Terms and Conditions 3) the General Terms and Conditions, and 4) such other schedule or exhibit executed by the Parties.

## 18 THIRD PARTY RIGHTS.

Any person not a party to this Agreement shall acquire no rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act (Cap.53B) or otherwise.