

## LOCAL DE-CIX TERMS AND CONDITIONS (SINGAPORE)

### 1. Scope

These Special DE-CIX Terms and Conditions of Business, Singapore ("DE-CIX Terms and Conditions Singapore") of the DE-CIX group company shown on the cover sheet of the DE-CIX Agreement ("DE-CIX") are an integral part of the DE-CIX Agreement between the parties.

### 2. Late Payment Interest

Any amount not paid by Customer within fourteen thirty (30) days after the date of the relevant invoice, absent any good faith dispute regarding the unpaid portion, will be subject to a late charge in the amount of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is less. Such interest shall accrue from the day after the date on which payment is due up to and including the date on which payment is received by DE-CIX.

### 3. Force Majeure

Neither party will be responsible for failure to fulfil its obligations, to the extent that such failure results from an event beyond its reasonable control ("Force Majeure"). Should the Force Majeure prevail for a continuous period exceeding thirty (30) days or for a cumulative period exceeding two (2) months in the term, then either party may give to the other party a notice of termination of the Agreement.

### 4. Limitation of Liability

As permitted by law, neither party will be liable to the other for any consequential, special, exemplary, or punitive damages (including damages for loss of data, revenue and/or profits), whether foreseeable or unforeseeable, arising out of this Agreement, regardless of whether the liability is based on breach of contract, tort, strict liability, breach of warranties or otherwise and even if the party has been advised of the possibility of those damages. The entire, aggregate liability of either Customer or DE-CIX, for all claims arising in connection with this DE-CIX Agreement will not exceed total contract value of the SOF.

### 5. Licensing Requirement

to obtain and maintain, at its own expense, all relevant licenses, permissions, waivers or

permits required to use the DE-CIX Service and shall comply with all applicable laws, regulations standards and codes, failing which DECIX shall in addition to any right or remedy it may have against the Customer, immediately terminate the DE-CIX Agreement.

### 6. Exclusion of Contract (Rights of Third Parties) Act (Cap. 53B)

These terms and conditions are not intended to confer rights on any third party, whether pursuant to the Contract (Rights of Third Parties) Act (Cap. 53B) or otherwise, and no third party shall have any right to enforce any provision of these terms and conditions.

### 7. Invoicing Requirement and Payment Terms

All payment and amount due and payable under this DE-CIX Agreement will be paid in the currency as specified in the SOF. The parties hereby agree that DE-CIX shall have the right to review and where appropriate adjust and change the prices set forth in the SOF on annual basis subject to DE-CIX giving thirty (30) days' prior written notice to the Customer. The parties shall negotiate in good faith an adjustment to the prices set forth herein for the extended renewal terms. If mutually agreeable price terms are not reached by the annual SOF anniversary date, then either party may terminate this DE-CIX Agreement upon providing the other party with at least thirty (30) days written notice.

### 8. Goods and Service Tax ("GST")

Where GST is applicable to any supplies provided by DECIX under this Agreement, DECIX is entitled to charge GST on the amount payable for the supply. The consideration of such supply will be increased by an amount calculated as:

A x R

Where:

A is the amount of consideration payable for the supply; and R is the applicable rate of GS.

If DECIX is liable for GST as contemplated by Clause 7 herein then DECIX shall (a) Provide the CUSTOMER information that maybe reasonably required to establish its liability for GST; and b) Provide such information and documents as may reasonably be required by the CUSTOMER to

enable the CUSTOMER to claim an input tax credit under the law applicable to GST. Where a taxable supply has been made and consideration charged but the applicable GST has not been charged, the increase in the consideration required by Clause 7 herein shall be paid by the CUSTOMER.

**9. Severability clause**

If a provision in these DE-CIX Terms and Conditions Singapore or other contractual provision is or becomes invalid, this will not affect the validity of the remaining provisions or agreements. That will not apply if compliance with the contract would constitute an intolerable hardship for one of the parties to it.

**10. Counterparts**

This Agreement may be executed by electronic signature (whether digital or encrypted) in counterparts, each of which will be deemed an original signature for all purposes and has the same effect and force as an original signature. Delivery of a copy of this Agreement bearing an original or electronic signature by electronic mail or facsimile transmission in a portable document format (pdf) form or by other electronic means will be equivalent to original documents and shall be valid and binding.

**11. Governing Law and Dispute Resolution**

These DE-CIX Terms and Conditions Singapore shall be subject to and construed in accordance with the laws of Singapore. The courts of Singapore shall have exclusive jurisdiction for any disputes arising out of or in connection with these DE-CIX Terms and Conditions Singapore.

**12. Survival**

All indemnities and other provisions of this DE-CIX Agreement which, by their terms, require performance after the termination or expiration of the Agreement, or apply to events that may occur after the termination or expiration of this DE-CIX Agreement, will survive the termination or expiration of this DE-CIX Agreement.