



GENERAL TERMS AND CONDITIONS OF 1-NET SERVICES

Unless specifically excluded by agreement in writing, the following provisions shall be incorporated into any agreement ("the Agreement") for the supply of services by 1-Net to the Customer.

1. DEFINITIONS

Unless the context otherwise requires:-

- (a) "1-Net" means 1-Net Singapore Pte Ltd;
- (b) "1-Net Equipment" means 1-Net's equipment for the provision of the Service, which shall include, without limitation, the servers located at 1-Net's premises;
- (c) "Commencement Date" means the date of commencement of the Service;
- (d) "Confidential Information" means any information received or obtained by one party from the other party in the course of or pursuant to and in connection to the Agreement including, but not limited to, the terms and conditions of the Agreement and technical information relating to the Service and 1-Net Equipment (whether orally or in writing and whether or not such information is expressly stated to be confidential and marked as such) but shall exclude the End User Service Information;
- (e) "Contract" means the contract for the Services given by 1-Net to the Customer;
- (f) "Customer" means the subscriber for the Service;
- (g) "End User Service Information" or "EUSI" means all information which 1-Net obtains as a result of the Customer's use of the Service and includes, but is not limited to, information on the Customer's usage patterns, the service or equipment used, telephone numbers, network configuration and Customer's billing name, address and credit history;
- (h) "Intellectual Property Rights" means any or all of the trademarks, trade names, patent, copyright or other industrial or intellectual property right subsisting in any territory;
- (i) "Service" means the services to be provided by 1-Net as set out in the Contract; and
- (j) "Service Charges" means the charges for provision of the Service which shall be at the rates prescribed in the Contract;

2. CONDITIONS PRECEDENT

- 2.1 Provision of the Service and the commencement thereof is conditional upon the Customer's written acceptance of the Contract (which date of acceptance thereof shall hereinafter be referred to as "Acceptance Date").
- 2.2 Where certain works (as set out in the Contract) are required to be done before the Customer is able to access the Service ("the Works"), the provision of the Service and the commencement thereof is conditional upon the completion of the Works by the Customer, which shall be a date no later than one (1) month from the Acceptance Date. In the event the Customer fails to complete the Works within one (1) month from the Acceptance Date, the Customer shall be deemed to have cancelled the request for Service and shall be liable for the charges as stated in Clause 3.3 below.
- 2.3 The Customer may also request 1-Net to undertake the Works and 1-Net will undertake the Works in consideration of the payment of a set up charge as set out in the Contract or agreed between 1-Net and the Customer.

3. MINIMUM TERM

- 3.1 The minimum period of subscription for the Service shall be as stated in the Contract or if not stated, the period of twelve (12) months ("the Minimum Term").
- 3.2 The Customer acknowledges and agrees that in the event that the Service is for any reason whatsoever cancelled or terminated by the Customer or terminated by 1-Net pursuant to Clause 9.1 before the expiry date of the Minimum Term, the Customer shall be liable for the Service Charges for the Service up to the expiry of the Minimum Term which shall be due and payable on the termination date.
- 3.3 In the event that the Customer wishes to continue the Service after the Minimum Term, the Customer must give written notice not less than three (3) months prior to the expiry of the Minimum Term. The parties shall agree upon a new contract for the Service for the renewed term.

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3.4 In the event no new contract is entered into after expiry of the Minimum Term and the Customer continues with the Service, the Customer shall be charged at 1-Net's prevailing list price for the Service. The terms and conditions herein shall continue to apply.

4. SERVICES

4.1 In consideration of the payment of the Service Charge by the Customer to 1-Net, 1-Net will provide the Service from the Commencement Date for the duration of the Term.

4.2 The Service does not include the following:

- (a) Provision of accessories and consumables;
- (b) Restoration of lost data; and
- (c) Any other requirement not specifically included under the scope of the Service as set out in the Contract.

4.3 Any services which may be requested by the Customer which are outside the scope of the Services will be provided by 1-Net on a best-effort basis only and is subject to the availability of resources to perform such additional services. 1-Net shall furnish separate quotation(s)/ Contract(s) to the Customer for such additional services.

4.4 1-Net will not be liable for any failure or delay in providing the Service where such failure or delay is the direct or indirect result of the failure of the Customer to comply with the provisions of the Agreement.

5. THE CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:-

- (a) allow 1-Net to perform such tasks or take such actions as 1-Net deems necessary for the provisions of the Service and the Customer must provide all necessary equipment, materials and information that 1-Net reasonably requires to provide the Service;
- (b) install, set-up and/or configure the Customer's equipment for access to the Service. If the Customer engages 1-Net to undertake the installation, set up and/or configuration, the Customer shall provide reasonable assistance to 1-Net (including but not limited to, reasonable access to Customer's premises and equipment, if required) for 1-Net to undertake the same;
- (c) where applicable, allow 1-Net to connect to and/or access the Customer's network, systems and/or equipment under the scope of the Service and perform the necessary management action that 1-Net deems reasonably necessary in the execution of the Service;
- (d) comply with all notices, directions or instructions given by 1-Net from time to time in respect to the use of the Service;
- (e) be solely responsible for obtaining, at its own cost, all licenses, permits, consents, approvals and intellectual property rights as may be required for using the Service;
- (f) be solely responsible for obtaining, at its own cost, all computers, software, hardware and other services necessary to access 1-Net's network system. 1-Net makes no representations, warranties or other assurances that the Customer's equipment will be compatible with the Service;
- (g) comply with the rules of any network through which the Customer accesses the Service;
- (h) be solely responsible for all information retrieved, stored and transmitted through the Service by it and for managing the use of the storage capacity provided so that it does not exceed the capacity allocated to it;
- (i) obtain the prior written approval of 1-Net if it contemplates that using the Service for any activity would or is likely to generate a change in traffic in excess of its normal usage and/or is likely to cause congestion in 1-Net's network;
- (j) not intentionally attack 1-Net's network system and/or the Service, nor create or cause a situation whereby other subscribers are affected in their enjoyment and/or use of the Service;
- (k) not use 1-Net's network system and/or the Service to cause harm to any third party including, but not limited to circumvention of user authentication or security of any host, network or account, and not to launch a technical attack on other users of the Service or other Internet service providers.

5.2 The Customer undertakes:-



- (a) to comply with and shall not contravene all applicable laws, regulations and directives including, without limitation, the Telecommunication Act and the Infocomm Development Authority of Singapore Act (including any regulation made pursuant thereto) and any terms and conditions of any license granted to 1-Net by the Infocomm Development Authority of Singapore and shall indemnify 1-Net from any liability in respect of any non-compliance of such laws, rules, regulations and terms and conditions;
- (b) where it is an individual, not to allow any other person to use the Service and where it is a corporation, not to allow any person other than its authorised persons to use the Service;
- (c) not to share the Service with any person without the prior written approval of 1-Net and shall use the Service strictly for its own use only;
- (d) not to resell the Service or any part thereof to any third party unless with the prior written approval of 1-Net;
- (e) that it shall be solely responsible for ensuring that in using the Service, all the terms prescribed by Infocomm Development Authority of Singapore for the use of any telecommunications systems, service or equipment shall be at all times complied with and shall indemnify 1-Net from any liability in respect of any non-compliance of such terms.

6. SECURITY

- 6.1 As information transmitted through the Internet in general is not confidential, 1-Net cannot and does not guarantee the privacy or protection of the Customer's information delivered through the Services.
- 6.2 Where a User Identification ("UI") is necessary to access the Service, Customer shall use only its own UI and shall take all such measures as may be necessary (including, but not limited to, changing its password from time to time) to protect the secrecy of its UI and/or password and shall not reveal the same to any other person(s). 1-Net shall not be liable for any loss or damage incurred by the Customer or third parties due to any wrongful use of the Customer's account by the Customer or any wrongful or fraudulent use of the Customer's account by any other person.
- 6.3 The Customer acquires no rights to any mailbox number, the UI, IP address, circuit reference and any codes assigned to it by 1-Net and 1-Net reserves the right to change or re-assign the same to another customer at its sole discretion without being liable to the Customer for any damages or losses suffered.
- 6.4 Unless otherwise stated in the scope of Services in the Contract, 1-Net does not and will not perform system backups on information stored within its system. 1-Net is not responsible or under any obligation to provide historical data or to assist the Customer in downloading, faxing or reading to the Customer any of its electronic mails.
- 6.5 If at any time the Customer requests 1-Net to reset its password, the Customer shall forthwith after ascertaining that its password has been reset, change such password to a new password.
- 6.6 The Customer agrees to immediately notify 1-Net (for 1-Net's information purposes only) of any unauthorised use of Customer's account or any other breach of security known to Customer. It is acknowledged and agreed by the Customer that 1-Net is not obliged to take any action in respect of such unauthorised usage or breach of security.
- 6.7 In the event the Customer requires access to 1-Net's premises (including the Data Centre), the Customer shall comply and shall ensure that its employees, agents or contractors comply with all security directions given by 1-Net in relation to such access, including but not limited to access through certain areas only, registration of such persons and displaying of the appropriate security pass whilst on 1-Net's premises. For security reasons, 1-Net may from time to time give directions as to the non-accessibility of certain areas of 1-Net's premises. 1-Net shall be entitled to remove any person who fails to comply with such directions.
- 6.8 The Customer shall be responsible for the actions of its employees, agents or contractors whilst they are on 1-Net's premises and shall indemnify 1-Net for any damage to 1-Net's premises and to the equipment therein caused by such persons.

7. FEES AND CHARGES

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- 7.1 The Customer shall make payment(s) for the provision of the Service including all charges, fees or rental howsoever called (collectively referred as "the Service Charge") at the rates prescribed by 1-Net in the Contract.
- 7.2 Unless otherwise specified in the Contract, the Service Charge does not include installation or set up charges.
- 7.3 1-Net shall invoice the Customer the Service Charge in accordance to the timing set out in the Contract, or if not stated, on a monthly basis in advance and the Customer shall pay the Service Charge by the due date specified in the invoice without deduction and demand. The invoice shall contain a statement of charges for the Service and any other charges which 1-Net has disclosed in advance to the Customer.
- 7.4 Payment of the Service Charge shall be in Singapore Dollars unless otherwise agreed in writing by both parties.
- 7.5 In default of payment of the Service Charge or any part thereof or any sum due under the Agreement which shall have become due for thirty (30) days, whether payment shall have been demanded or not, the Customer shall pay interest at the rate of 2% per month from the due date until payment is made without prejudice to any other rights of 1-Net under the Agreement.
- 7.6 Without prejudice to any other rights and remedies at law or under this Agreement, 1-Net may suspend provision of the Service for such period that any Service Charge or part thereof or any other sum payable to 1-Net under the Agreement is unpaid after falling due.
- 7.7 The Customer shall pay any applicable Goods and Services Tax, imposition, duty, levy whatsoever ("the taxes") which from time to time may be imposed or charged by any government, statutory or tax authority in Singapore on or calculated by reference to the amount of any sums received or receivable by 1-Net for the provision of the Service.

8. CUSTOMER'S EQUIPMENT

- 8.1 During the Term, 1-Net shall be entitled to a lien on all of the Customer's equipment stored at 1-Net's premises for any unpaid Service Charge.
- 8.2 If any Service Charge remains unpaid upon the termination of the Agreement for any reason whatsoever, 1-Net shall be entitled to sell or otherwise dispose off all or part of the Customer's equipment stored at 1-Net's premises at such price or in such manner as 1-Net in its absolute discretion deems fit and to apply the proceeds of such sale against any unpaid Service Charge.
- 8.3 All the Customer's equipment stored at 1-Net's premises shall be at the Customer's own risk and the Customer shall maintain at its own costs and expenses adequate insurance over the said equipment. The Customer shall produce for inspection the relevant policy or policies of insurance together with receipts in respect of premiums paid under such policy or policies as and when required to do so by 1-Net.
- 8.4 In the event 1-Net is obligated under a lawful government requirement or by a order of a court of competent jurisdiction, 1-Net may allow a person duly authorized under such government requirement or court order to have access to the Customer's equipment which are stored at 1-Net's premises and to the contents therein. 1-Net shall use reasonable endeavours to give notice to the Customer of such government requirement or court order.

9. TERMINATION

- 9.1 Without prejudice to any other rights to which it may be entitled, 1-Net may terminate the Service immediately by giving written notice to the Customer, if:-
 - (a) the Customer fails to pay 1-Net by the due date any sums due and owing to 1-Net under the Agreement or any deposit required by 1-Net under the Agreement; or
 - (b) the Customer, in the sole opinion of 1-Net, fails to perform any of its obligations or commits any other breach of the Agreement and (if such breach is remediable) fails to perform or to remedy such breach within fourteen (14) days of the Customer being notified of such breach; or
 - (c) the Customer files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, re-organization or such other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law;

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- (d) the Customer makes an assignment for the benefit of its creditors;
 - (e) the Customer ceases to function as a going concern or to conduct its operations in the normal course of business.
- 9.2 Either party may terminate the Service by giving at least ninety (90) days advance written notice to the other party Provided Always that if the Customer terminates the Service before the expiry of the Minimum Term, the Customer shall be liable for the charges as stated in Clause 3.3 above.
- 9.3 Upon termination of the Agreement for any reason whatsoever, the Customer shall make full payment of any outstanding payments due to 1-Net up to and including the date of termination.
- 9.4 The Agreement shall automatically terminate upon the expiry or termination of 1-Net's lease for the 1-Net Data Centre without compensation to the Customer.
- 10. EXCLUSIONS AND LIMITATIONS**
- 10.1 1-Net shall not be liable for any loss or damage to the Customer's equipment, whether stored at 1-Net's premises or at the Customer's premises or at any other place.
- 10.2 Notwithstanding the provisions in the Agreement, 1-Net shall not be liable to the Customer for any incidental, indirect, special and consequential loss or damages, including, but not limited to, loss of revenue, profits, contracts, business or anticipated savings, any loss of goodwill or reputation or damages resulting from the provision of the Service or the unavailability of the Service, whether foreseeable or not and whether arising from any act or omission on the part of 1-Net in respect of its obligations in the Agreement or howsoever arising from the use of the Service.
- 10.3 1-Net's total liability to the Customer under or in connection with the Agreement and/or in tort (including negligence) in any event (other than for death or personal injury resulting from 1-Net's negligence) shall not exceed the Service Charge received by 1-Net from the Customer for the preceding twelve months period prior to the occurrence of the event that gives rise to the claim.
- 10.4 Save where 1-Net provides a service level guarantee for the Services under a separate Service Level Agreement, all other conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the Services which are not contained herein are hereby excluded.
- 11. FORCE MAJEURE**
- 1-Net shall not be liable for any failure or delay in providing the Service where such failure or delay is due to causes beyond its control including but not limited to Acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government or any competent authority, industrial disputes of any kind (whether or not involving 1-Net's employees) fire, lightning, plane crash, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom 1-Net is not responsible or other causes whether similar or dissimilar outside 1-Net's control.
- 12. INTELLECTUAL PROPERTY**
- 12.1 All trade names, trademarks and copyrights and other Intellectual Property Rights owned by 1-Net are and shall remain exclusively the property of 1-Net. Nothing in the Agreement shall give the Customer any rights of any trade names, trademarks and other Intellectual Property Rights of 1-Net in respect of the Service or of the goodwill associated therewith and the Customer hereby acknowledges that, unless expressly provided in the Agreement, it shall not acquire any rights in respect thereof and undertakes that it shall not, during the Agreement and at any time thereafter:-
- (a) attempt to acquire such rights; and/or
 - (b) use any trademarks or trade names so resembling the trademarks or trade names of 1-Net as to likely to cause deception and confusion.
- 12.2 For the purposes of the Agreement, 1-Net shall be deemed to own all trade names, trademarks, copyrights and other Intellectual Property Rights in respect of the Service and the Customer shall not now or in the future contest the validity of the same.

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12.3 The Customer shall take all such steps as 1-Net may reasonably require to assist 1-Net in maintaining the validity and enforceability of its Intellectual Property Rights in respect of the Service during the continuance of the Agreement.

12.4 The Customer shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with the Intellectual Property Rights of 1-Net and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.

13. CONFIDENTIALITY

13.1 Each party understands that in the course of its relationship with the other under the Agreement, each party will come into possession of Confidential Information of the other party. Each party agrees and undertakes that during the Term and at all times thereafter, all such Confidential Information shall be used only in connection with the performance of the Agreement and shall not be used for any other purpose. PROVIDED THAT the above said obligation shall not extend to information which:-

- (a) was known to the receiving party prior to receipt from the disclosing party either without limitation on disclosure to others or subsequently becoming free of such limitation;
- (b) was public knowledge at the time received by the receiving party or later became public knowledge through no fault of the receiving party;
- (c) was lawfully obtained by the receiving party from a third party without any obligation of confidence;
- (d) is required to be disclosed to comply with the laws, rules and regulations prevailing in Singapore.

13.2 1-Net is entitled to use the EUSI for the purposes of planning, provisioning and billing of the services and equipment provided by 1-Net, managing bad debt and fraud prevention, facilitating interconnection and inter-operability between service providers or providing assistance to law enforcement or government agencies. Save for the purposes as stated above, 1-Net undertakes not to use the EUSI for any other purposes unless with the consent of the Customer.

13.3 The obligations of this Clause 13 will survive for a further period of three (3) years from the expiry or termination of the Agreement for any reason whatsoever.

14. INDEMNITY

The Customer shall at its own expense, indemnify 1-Net and keep 1-Net indemnified against any damage, loss, claim or demand suffered or incurred by 1-Net or its employees or agents as a result of 1-Net's performance of its obligations under the Agreement, including, but not limited to, any claim, suit, action or other proceedings brought against 1-Net based on or arising from an allegation that the Customer's content as delivered through the Service infringes in any manner any Intellectual Property Rights of any third party or contains any material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or has otherwise resulted in any tort, injury, damage or harm to any person; PROVIDED ALWAYS that in the event of any such claim by a third party against 1-Net: (i) 1-Net provides the Customer with reasonable notice of any such claim, (ii) 1-Net permits the Customer to assume and control the defense of such action with counsel chosen by the Customer (who shall be reasonably acceptable to 1-Net) and (iii) the Customer does not enter into any settlement or compromise of any such claim without 1-Net's prior written consent, whose consent shall not be unreasonably withheld. The Customer shall pay any and all costs, damages, expenses, including but not limited to, reasonable counsel's fees and costs awarded against or otherwise incurred by 1-Net in connection with or arising from any such claim, suit, action or proceeding.

FOR THE AVOIDANCE OF DOUBT, IT IS UNDERSTOOD AND AGREED THAT 1-NET DOES NOT INTEND AND WILL NOT BE REQUIRED TO EDIT OR REVIEW FOR ACCURACY OR APPROPRIATENESS ANY OF THE CUSTOMER'S CONTENT AS DELIVERED THROUGH THE SERVICE.

15. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement shall be governed in all respects by the laws of Singapore. Each party hereto submits to the exclusive jurisdiction of the Singapore Courts.



16. ASSIGNMENT

The Agreement may not be assigned by the Customer in whole or in part without the express written permission of 1-Net. Any attempt to assign the Agreement without 1-Net's written consent will render the Agreement null and void.

17. NO RIGHTS UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

It is expressly provided that notwithstanding anything contained herein, a person or entity who is not a party to the Agreement shall have no right under the Contract (Rights of Third Parties) Act (Cap 53B) to enforce any of the terms of the Agreement.

18. AMENDMENT OF TERMS

No variation, amendment or rescission of the Agreement shall bind either party unless made in writing in the English language and signed by both parties Provided Always that 1-Net shall be entitled to amend the terms herein to comply with any relevant laws and/or regulatory requirements subject to prior notification to the Customer.

In the event 1-Net reasonably requests for amendment of the terms herein (which is not an amendment to comply with any relevant laws or regulatory requirements where the Customer's consent is not required), the Customer shall not unreasonably withhold or delay giving its consent to the same.

19. MICROSOFT SOFTWARE PRODUCTS

19.1 The Service may involve the use of Microsoft software products. The Customer may not:

- (a) Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Microsoft software products or that appear during the use of the Microsoft software products.
- (b) Reverse engineer, decompile or disassemble the Microsoft software products, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

19.2 ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY ARE PROVIDED SOLELY BY 1-NET AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES. TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, MICROSOFT DISCLAIMS ALL WARRANTIES BY MICROSOFT AND ANY LIABILITY BY MICROSOFT FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE USE OF THE SERVICES.

19.3 Any product support for the SOFTWARE PRODUCTS is provided to the Customer by 1-Net and is not provided by Microsoft or its affiliates or subsidiaries.

19.4 In the event the Customer receives Microsoft software products as part of the Services, the same are provided under the Customer License Terms contained in Appendix A hereto which said terms are deemed incorporated into the Agreement.

20. ENTIRE AGREEMENT

The Contract, the Service Level Agreement annexed herewith and the terms and conditions herein constitutes the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes all prior agreements or understandings, whether oral or written, with respect to the subject matter of the Agreement. It is expressly agreed that if the Customer issues a purchase order or other documents, such documents shall be deemed to be for the Customer's internal use only, and any standard terms therein shall not be incorporated into the Agreement.



APPENDIX A: CUSTOMER LICENSE TERMS

TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

This document concerns the Customer's use of Microsoft software, which includes computer software provided to the Customer by 1-Net as described below, and may include associated media, printed materials, and "online" or electronic documentation (individually and collectively "SOFTWARE PRODUCTS"). 1-Net does not own the SOFTWARE PRODUCTS and the use thereof is subject to certain rights and limitations of which 1-Net needs to inform the Customer. The Customer's right to use the SOFTWARE PRODUCTS is subject to the Customer's agreement with 1-Net, and to the Customer's understanding of, compliance with and consent to the following terms and conditions, which 1-Net Singapore does not have authority to vary, alter or amend.

1. **DEFINITIONS**

"**Client Software**" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

"**Device**" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.

"**Server Software**" means software that provides services or functionality on a computer acting as a server.

"**Redistribution Software**" means the software described in Paragraph 4 ("Use of Redistribution Software") below.

2. **OWNERSHIP OF SOFTWARE PRODUCTS.** The SOFTWARE PRODUCTS are licensed to 1-Net from an affiliate of the Microsoft Corporation ("Microsoft"). All title and intellectual property rights in and to the SOFTWARE PRODUCTS (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE PRODUCTS) are owned by Microsoft or its suppliers. The SOFTWARE PRODUCTS are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Customer's possession, access, or use of the SOFTWARE PRODUCTS does not transfer any ownership of the SOFTWARE PRODUCTS or any intellectual property rights to the Customer.

3. **USE OF CLIENT SOFTWARE.** The Customer may use the Client Software installed on its Devices by 1-Net only in accordance with the instructions, and only in connection with the services, provided to the Customer by 1-Net. The terms of this document permanently and irrevocably supersede the terms by any Microsoft End User License Agreement which may be presented in electronic form during the Customer's use of the Client Software.

4. **USE OF REDISTRIBUTION SOFTWARE.** In connection with the services provided to the Customer by 1-Net, the Customer may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "redistribution Software"). **THE CUSTOMER MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS IT EXPRESSLY AGREES TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO 1-NET, WHICH TERMS MUST BE PROVIDED TO THE CUSTOMER BY 1-NET.** Microsoft does not permit the Customer to use any Redistribution Software unless it expressly agrees to and comply with such additional terms, as provided to the Customer by 1-Net.

5. **COPIES.** The Customer may not make any copies of the SOFTWARE PRODUCTS; provided, however, that it may (a) make one (1) copy of Client Software on its Device as expressly authorized by 1-Net, and (b) make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). The Customer must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of its agreement with 1-Net, upon notice from 1-Net, or upon transfer of its Device to another person or entity, whichever first occurs. The Customer may not copy any printed materials accompanying the SOFTWARE PRODUCTS.



6. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPIATION AND DISASSEMBLY.** The Customer may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCTS, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.
7. **NO RENTAL.** The Customer may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the SOFTWARE PRODUCTS to any third party, and it may not permit any third party to have access to and/or use the functionality of the SOFTWARE PRODUCTS.
8. **TERMINATION.** Without prejudice to any other rights, 1-Net may terminate the Customer's rights to use the SOFTWARE PRODUCTS if it fails to comply with these terms and conditions. In the event of termination or cancellation, the Customer must stop using and/or accessing the SOFTWARE PRODUCTS, and destroy all copies of the SOFTWARE PRODUCTS and all of its component parts.
9. **NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY ARE PROVIDED SOLELY BY 1-NET AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES.
10. **PRODUCT SUPPORT.** Any product support for the SOFTWARE PRODUCTS is provided to the Customer by 1-Net and is not provided by Microsoft or its affiliates or subsidiaries.
11. **NOT FAULT TOLERANT.** THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.
12. **EXPORT RESTRICTIONS.** The SOFTWARE PRODUCTS are of U.S. origin for purposes of U.S. export control laws. The Customer agrees to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCTS, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.
13. **LIABILITY FOR BREACH.** In addition to any liability the Customer may have to be responsible to 1-Net, the Customer agrees that it will also be legally responsible directly to Microsoft for any breach of these terms and conditions.