

**Viewqwest Pte Ltd Terms of Service for OneVoice Service**

Please read these Terms of Service for OneVoice Service (herein known as "Terms") carefully before signing any SAF, since by signing any Service Application and Agreement Form, you consent to all of the terms and conditions of these Standard Terms.

These Standard Terms are the "Standard Terms of Service" referred to in and incorporated by reference into each OneVoice Service Application and Agreement Form. As used in this Agreement, the term "SAF" shall mean and include each initial Agreement Form between Customer and Viewqwest together with each subsequent SAF that relates to such initial Agreement and/or any prior Agreement Form(s) related to such initial Agreement Form, as any or all of the same may be superseded, modified or supplemented by changes resulting from written requests by Customer for changes in Service (as defined below) which requests are agreed to by Viewqwest in writing (including via email). A Customer may have one or more than one SAF. Each reference in the Agreement to Service and/or services furnished under or pursuant to a SAF shall (unless a particular service shall be specified) be deemed to refer to any and all Service invoiced to Customer in connection with such SAF.

As used in these Standard Terms, the terms "Customer" and "you" refer to any person or entity party to an SAF; the term "Effective Date" means, as to any Customer, the date of the first SAF signed by or on behalf of such customer; the term "Service" refers to each of (a) the transmission of data to and from Viewqwest through the network of routers, switches and communication channels owned and controlled by Viewqwest (the "Network") and (b) the transmission of data to and from the Network through a network of routers, switches and communication channels owned and controlled by a third party, which in either case may include IP phone system service and/or Internet service and/or other services, and in either case as further described in these Standard Terms and as set forth in any SAF; the term "Agreement" includes these Standard Terms and each SAF to which they may relate, taken together; the term "Term" means any stated term of any Service under any SAF; and any term defined or identified on an SAF shall have the meaning there given it.

Viewqwest will begin installation and activation of service only after it receives the following payments and after it receives and accepts the following documents properly completed and signed by or on behalf of Customer:

- (1) SAF;
- (2) payment of all amounts due under Section 1.1 below;
- (3) appropriate Customer Address Forms, if applicable;

**Details for Terms of Service**

**1. Service Fees And Billing.** Customer agrees to pay all Monthly Services Charges, installation charges, set-up charges, usage-based charges, rental fees and other charges and fees (collectively, "Service Fees") indicated on each SAF in the manner provided below in this Section 1.

**1.1 Service Activation Charges.** Viewqwest will bill Customer for all "Activation Charges" (meaning estimated installation charges and set-up charges and the first full calendar month's Monthly Services Charges) as indicated on any initial SAF upon Viewqwest' execution of such SAF. Viewqwest will not commence installation or initiation of Service unless it has received payment in full of all Activation Charges, unless otherwise agreed by Viewqwest.

**1.2 Monthly Invoices.** Viewqwest will begin to charge the Monthly Service Charge(s) under any SAF on the date on which Viewqwest completes the "set-up" of the Service for the location to which such SAF relates (or on the date on which Customer first uses the Service at such location, if earlier). The first monthly invoice furnished by Viewqwest under any SAF(s) will reflect any previously unpaid installation or set-up charges under such SAF(s) (whether or not previously invoiced); any Monthly Service Charge(s) under such SAF(s) for the period from the date such Monthly Service Charge(s) began through the end of the calendar month in which they began; all usage-based charges incurred with respect to the Service furnished under such SAF(s) from the set-up of Service through the end of the calendar month in which such set-up occurred; the Monthly Service Charge(s) under such SAF(s) for the calendar month in which such invoice is issued; and the Monthly Service Charge(s) under such SAF(s) for the calendar month following the calendar month in which such invoice is issued. Thereafter, Customer will be invoiced monthly in advance for Monthly Service Charges and in arrears for all usage-based charges and installation and set-up charges.

**1.3 Payment.** All Service Fees and other charges will be due, in Singapore dollars, upon Customer's receipt of Viewqwest's invoice for the same. Invoiced amounts that remain unpaid after the last day of the calendar month in which the invoice for such amounts was rendered to Customer will accrue interest at a rate of one and one-half percent (1-1/2%) per month, or the highest rate allowed by applicable law, whichever is lower. If within its sole discretion Viewqwest determines that Customer lacks financial resources to timely make payments on invoices rendered by Viewqwest, Viewqwest may, upon written notice to Customer modify the payment terms set forth in the Agreement so as to provide that Customer's payment for all Service Fees and other known or anticipated charges will be made in advance.

**1.4 Taxes.** All payments required by the Agreement are exclusive of applicable taxes and shipping charges. Customer will be liable for and will pay in full all such amounts.

**2. Other Networks; Approval and Usage.** The Service includes the ability to transmit data to and beyond the Network, through other networks, public and private. Customer acknowledges that use of or presence on other networks may require approval of the authorities of such other networks and will be subject to any acceptable usage policies such other networks may establish. Customer will not hold Viewqwest responsible for, and Viewqwest will not be liable for, any failure to obtain such approval or any violation of such policies. Customer understands that Viewqwest does not own or control such other networks, and agrees that Viewqwest shall not be responsible or liable for performance (or non-performance) of or within such networks or within interconnection points between the Service and such other networks.

**3. Resale.** Customer represents that it will be end user of the Service. Customer shall not in any way resell, license or permit or suffer any third party to use the Service without receiving Viewqwest' prior written consent.

**4. Certain Rules of Use.** Customer must at all times, conform its use of the Service to Viewqwest' Rules of Use (as found in Annex A) as Viewqwest may update the same from time to time. The current version of Viewqwest' Rules of Use will be given to the customer before activation of service. If Viewqwest is informed by government authorities or other parties of inappropriate or illegal use of Viewqwest' facilities, Network or Service or other networks accessed through Viewqwest Network or Viewqwest otherwise learns of such use or has reason to believe such use may be occurring, then Customer will cooperate in any resulting investigation by Viewqwest or government authorities. Any government determinations will be binding on Customer. If Customer fails to cooperate with such investigation or determination, or fails to immediately rectify any inappropriate or illegal use, Viewqwest may immediately suspend the Service (including, without limitation, prior to the end of any Term). Further, upon notice to Customer, Viewqwest may modify or suspend the Service as necessary to comply with any law or regulation as reasonably determined by Viewqwest. Under no circumstances will Customer take any actions in connection with its use of the Service that could result in any harm or damage to the Network, any other network(s), Viewqwest' premises, any equipment of Viewqwest or any other Viewqwest customer.

**5. Downtime.**

**5.1 Avoidance of Downtime.** Viewqwest will use commercially reasonable efforts to avoid situations in which Customer is unable to transmit and receive information by means of the Service.

**5.2 Customer Must Request Credit.** In order to receive a credit under this Section 5, Customer must notify Viewqwest within two (2) working days after the time Customer becomes eligible to receive such credit. In the event that Customer gives such notice after such two (2) business day period, Customer's right to receive a credit will be forfeit with respect to the period prior to two (2) business days before Customer gives such notice.

**5.3 Maintenance.** Viewqwest reserves the right to perform maintenance on the Network and the Service. Viewqwest will use commercially reasonable actions to minimize the scope of Downtime during such maintenance periods, but will not be required to provide any credit under Section 5.2 with respect to Downtime caused by maintenance occurring during such maintenance periods.

**5.4 Limitation on Remedies.** SECTION 5.2 ABOVE (AS THE SAME IS SUBJECT TO SECTION 5.3 AND THIS SECTION 5.5) SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY VIEWQWEST TO COMPLY WITH ITS OBLIGATIONS UNDER SECTION 5.1 ABOVE OR TO PROVIDE SERVICE OR ADEQUATE SERVICE LEVELS, WHETHER SUCH FAILURE RESULTS IN DOWNTIME OR ANY OTHER NETWORK CONGESTION OR OUTAGES. Viewqwest' blocking of data communications that are in contravention of its Rules of Use shall not be deemed to be a failure of Viewqwest to provide Service or adequate Service levels under the Agreement or to entitle Customer to any remedies. Downtime during any scheduled maintenance periods referred to in Section 5.4 above shall not be deemed to be failure of Viewqwest to provide Service or adequate Service Levels under the Agreement or to entitle Customer to any remedies.

**6. Limitations and Exclusions of Warranties and Liability.**

**6.1 Exclusions of Certain Damages.** EXCEPT AS EXPRESSLY SET FORTH ABOVE IN SECTION 5.2 (AS THE SAME IS SUBJECT TO SECTION 5.3 AND SECTION 5.5), UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY WHATSOEVER, SHALL VIEWQWEST BE LIABLE FOR ANY DAMAGES CUSTOMER MAY SUFFER FROM OR IN CONNECTION WITH CUSTOMER'S USE OF, OR INABILITY TO USE, VIEWQWEST'S NETWORK OR EQUIPMENT, OR THE SERVICE, INCLUDING DAMAGES RESULTING FROM LOSS

OR THEFT OF DATA, TRANSMISSION DELAYS OR FAILURES, SERVICE INTERRUPTIONS, UNAUTHORIZED ACCESS OR DAMAGE TO RECORDS, SOFTWARE PROGRAMS OR OTHER INFORMATION OR PROPERTY OR FOR ANY LOSS OF PROFITS, COST OF COVER, OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, HOWEVER CAUSED. THIS LIMITATION WILL APPLY EVEN IF VIEWQWEST HAS BEEN ADVISED OF, OR IS AWARE OF, THE POSSIBILITY OF SUCH DAMAGES.

**6.2 Disclaimer of Third Party Actions and Control.** VIEWQWEST DOES NOT AND CANNOT CONTROL THE FLOW OF DATA BETWEEN VIEWQWEST'S NETWORK AND OTHER NETWORKS. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF NETWORKS AND SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS CAUSED BY THESE THIRD PARTIES CAN PRODUCE SITUATIONS IN WHICH VIEWQWEST CUSTOMERS' CONNECTIONS TO NETWORKS OTHER THAN VIEWQWEST' NETWORK MAY BE IMPAIRED OR DISRUPTED. ALTHOUGH VIEWQWEST WILL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, VIEWQWEST CANNOT GUARANTEE THAT THEY WILL NOT OCCUR. THEREFORE WITHOUT LIMITING THE GENERALITY OF SECTION 6.1 ABOVE, VIEWQWEST DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

**6.3 No Warranty.** THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE IS AT CUSTOMER'S OWN RISK. VIEWQWEST DOES MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE, AND ANY WARRANTY ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE; AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VIEWQWEST DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

**7. Indemnities by Viewqwest and Customer; Responsibility of Customer for Viewqwest' Equipment.**

**7.1 Viewqwest' Indemnification of Customer.** Viewqwest hereby indemnifies and holds Customer and Customer's present and future directors, officers, shareholders, members, employees, and agents, and their respective heirs, successors and assigns, harmless from and against any and all claims, actions, demands, damages, costs, losses, liabilities and expenses arising from damage to personal property located at, or from injury to or the death of any person occurring at, Customer's premises that result from any negligent or willful acts or omissions of Viewqwest or of any agent, employee or contractor of Viewqwest and that occur in the course of the performance of any Service installation or maintenance work at the Customer's premises, such indemnity and hold harmless to include, without limitation, the obligation to provide all costs of defense (including, without limitation, reasonable attorneys' fees and expenses).

**7.2 Customer's Indemnification of Viewqwest.** Customer hereby indemnifies and hold Viewqwest and Viewqwest's present and future directors, officers, shareholders, members, employees, and agents, and their respective heirs, successors and assigns, harmless from and against any and all claims, actions, demands, damages, costs, losses, liabilities and expenses arising from (a) any harm to any person occurring at Customer's premises and resulting from any negligent or willful acts or omissions of Customer, of any agent, employee or contractor of Customer or of any licensee or invitee of Customer, (b) any breach of any representation, warranty, covenant or agreement of Customer in the Agreement (including, without limitation, in Section 9 of these Standard Terms) or (c) any wrongful or improper use of the Service, the Network, any other network, or any equipment used in connection with the Service, the Network or any other network by Customer, any agent, employee, contractor, invitee or licensee of Customer, or any other person accessing the Service through or by use of any of Customer's means of accessing the Service (Customer and each such agent, employee, contractor, invitee, licensee and other person, collectively, "Customer Users") (the claims, actions, demands, damages, costs, losses, liabilities and expenses to include, in the case of clause (b) and/or clause (c) of this sentence and without limitation or arising as a result of any infringement or misappropriation of any intellectual property rights, any defamation, libel, slander, the transmission of any obscenity or pornography, any violation of any rights of privacy or publicity, any spamming, any other offensive, harassing or illegal conduct or any violation of the *Rules of Use* or of any export laws of Singapore or any other jurisdiction, and the indemnity and hold harmless provided for in this Section 7.2 to include, whether involving clause (a), (b) or (c) of this sentence or any or all of such clauses and without limitation, the obligation to provide all costs of defense (including, without limitation, reasonable attorneys' fees and expenses)). Nothing in this Section 7.2 shall be deemed to reduce the scope of or otherwise limit any other indemnification by Customer provided for in these Standard Terms.

**7.3 Notification.** Customer will provide Viewqwest with written notice of each instance of which Customer becomes aware that could reasonably be expected to give rise to claim for indemnification under Section 7.1 above; provided, however, that no failure on the part of Customer to give any such notice shall relieve Viewqwest of any of its obligations under Section 7.1 above unless, and then only to the extent that, such failure to give notice shall impair Viewqwest's ability to successfully defend the matter in question. Viewqwest may elect to control the defense of any matter in respect of which Customer claims indemnity, provided that Viewqwest' selection of counsel to represent Customer shall be subject to customer's right to approve the same, such approval not to be reasonably withheld. Viewqwest will provide Customer with written notice of each instance of which Viewqwest becomes aware that could reasonably be expected to give rise to claim for indemnification under Section 7.2 above; provided, however, that no failure on the part of Viewqwest to give any such notice shall relieve Customer of any of its obligations under Section 7.2 above unless, and then only to the extent that, such failure to give notice shall impair Customer's ability to successfully defend the matter in question. Customer may elect to control the defense of any matter in respect of which Viewqwest claims indemnity, provided that Customer's selection of counsel to represent Viewqwest shall be subject to Viewqwest's right to approve the same, such approval not to be unreasonably withheld.

**7.4 Customer Responsible for Damage to Viewqwest's Equipment, etc.** Customer shall be solely responsible and liable to Viewqwest for, and shall upon the request of Viewqwest pay Viewqwest for, any damage to or destruction of the Network, any of Viewqwest's premises, or any real or personal property (including, without limitation, equipment or servers) of Viewqwest caused by any Customer User.

**8. Reliance on Disclaimers, Exclusion, Liability Limitations and Customer's Indemnity Obligations.** Customer acknowledges that Viewqwest has set its prices and entered into the Agreement and the terms set forth in any SAF in reliance upon (a) the limitations, exclusions and disclaimers of Viewqwest's liability and warranties and of Customer's damages provided for in these Standard Terms and (b) Customer's indemnity obligations provided for in these Standard Terms, and that the same form an essential basis of the bargain between the parties. The parties agree that such limitations, exclusions, and disclaimers and such indemnification obligations will survive and apply even if the Agreement is found to have failed of its essential purpose.

**9. Customer to Provide Accurate Information on each Customer Address (applicable if Customer is loaning IP Phone).** CUSTOMER ACKNOWLEDGES THAT CUSTOMER UNDERSTANDS THAT THE INFORMATION THAT CUSTOMER PROVIDES ON EACH CUSTOMER ADDRESS FORM MUST BE ACCURATE AND COMPLETE, AS SUCH INFORMATION WILL BE USED TO IDENTIFY THE ADDRESS TO WHICH POLICE, FIREFIGHTERS, EMERGENCY MEDICAL AND AMBULANCE SERVICES AND OTHER EMERGENCY PERSONNEL AND SERVICES WILL BE SENT IN RESPONSE TO ANY EMERGENCY CALL MADE FROM ANY PHONE NUMBER INDICATED ON SUCH CUSTOMER ADDRESS FORM. CUSTOMER REPRESENTS THAT THE INFORMATION THAT IT FURNISHES ON EACH CUSTOMER ADDRESS FORM WILL BE ACCURATE AND COMPLETE, AND CUSTOMER AGREES AND UNDERTAKES TO UPDATE SUCH INFORMATION AS PROVIDED BELOW IN THIS SECTION 9 SO THAT AT ALL TIMES WHEN VIEWQWEST IS FURNISHING VOICE SERVICES TO CUSTOMER SUCH INFORMATION SHALL BE ACCURATE AND COMPLETE. CUSTOMER SHALL BE SOLELY RESPONSIBLE AND LIABLE FOR ANY FAILURE TO COMPLY WITH THIS SECTION 9. FURTHERMORE, WITHOUT LIMITING ANY OTHER PROVISION IN THE AGREEMENT PROVIDING FOR INDEMNITY BY CUSTOMER, CUSTOMER HEREBY INDEMNIFIES AND HOLDS EACH OF VIEWQWEST AND EACH OF VIEWQWEST' PRESENT AND FUTURE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL JUDGMENTS, INJURIES, PENALTIES, DAMAGES, LOSSES, OBLIGATIONS, LIABILITIES, CLAIMS, ACTIONS, CAUSES OF ACTION, ENCUMBRANCES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPERT WITNESS FEES) SUFFERED, SUSTAINED, INCURRED OR REQUIRED TO BE PAID BY VIEWQWEST OR ANY SUCH OTHER PERSON OR ENTITY, ARISING OUT OF OR IN CONNECTION WITH ANY PERSONAL INJURY OR DEATH, OR INJURY TO PROPERTY, RESULTING FROM ANY FAILURE BY CUSTOMER TO FURNISH ACCURATE AND COMPLETE INFORMATION ON EACH CUSTOMER ADDRESS FORM OR TO UPDATE SUCH INFORMATION AS PROVIDED IN THIS SECTION 9. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY TO KEEP THE INFORMATION ON EACH CUSTOMER ADDRESS FORM CURRENT, AND THAT CUSTOMER MUST PROVIDE VIEWQWEST WITH UPDATED INFORMATION AT LEAST FIFTEEN (15) DAYS PRIOR TO ANY CHANGE IN ANY INFORMATION ON ANY CUSTOMER ADDRESS FORM. NOTWITHSTANDING THE FOREGOING IN THIS SECTION 9, CUSTOMER ACKNOWLEDGES THE PROVISIONS OF SECTION 10.2 BELOW.

**10. Remote Use of Service.**

**10.1 Scope of this Section 10.** This Section 10 governs the use of the Service in connection with an IP phone programmed with a phone number that is not registered with Viewqwest to one particular location (any such IP phone a "Remote IP Phone"), whether or not through use of Viewqwest's Service for such purpose (such use, whether or not through use of Viewqwest' Service for such purpose, "Remote Use"). Customer acknowledges the purpose of Remote Use is only to allow Customer to connect Remote IP Phones operated from various locations to the Service as furnished to Customer and that neither Remote IP Phones nor Remote Use is intended under any circumstances to be or to function as a replacement for "plain old telephone service" (also known as "POTS") (including for the reason referred to in Section 10.2 below).

**10.2 Unavailability of Emergency Services to Users of Remote IP Phones.** CUSTOMER HEREBY ACKNOWLEDGES TO VIEWQWEST (AND TO EACH OTHER PERSON AND ENTITY REFERRED TO IN SECTION 10.5 BELOW) THAT CUSTOMER FULLY UNDERSTANDS THAT IT IS NOT POSSIBLE TO CALL A 911 DISPATCHER OR TO SUMMON 999 OR OTHER EMERGENCY SERVICES FROM A REMOTE IP PHONE.

**10.3 Waiver by Customer regarding use of Remote IP Phones.** Customer hereby waives any and all claims (including, without limitation, any and all claims for indemnification) that Customer may or might at any time have against Viewqwest (or against any other person or entity referred to in Section 10.5 below) arising directly or indirectly as a result of, from, out of or in connection with the inability of Customer or of any other person or persons to call a 999 dispatcher from a Remote IP Phone or to summon 999 emergency services from a Remote IP Phone.

**10.4 Indemnification by Customer for use of Remote IP Phones.** Customer hereby indemnifies and holds each of Viewqwest and each other person and entity referred to in Section 10.5 below harmless from and against any and all judgments, injuries, penalties, damages, losses, obligations, liabilities, claims, actions, causes of action,

encumbrances, costs, expenses (including, without limitation, reasonable attorney's fees and expert witness fees) suffered, sustained, incurred or required to be paid by Viewqwest or any such other person or entity, arising out of or in connection with the inability of Customer or of any other person or persons to call a 999 dispatcher from a Remote IP Phone or to summon 999 or other emergency services from a Remote IP Phone.

**10.5 Beneficiaries.** The agreements, acknowledgments, waivers and indemnities of Customer in this Section 10 shall be with, to and in favor of, and shall inure to the benefit of, Viewqwest and each of Viewqwest' present and future directors, officers, shareholders, employees, agents, subsidiaries and affiliates and their respective heir, successors and assigns.

**11. Rental of Equipment.** If so indicated on any SAF, Viewqwest is renting certain equipment to Customer, such rented equipment being listed on such SAF and/or on any Loan Agreement Form signed by or on behalf of Customer (such rented equipment the "Equipment"). Any such rental shall be upon the terms and conditions set forth in Exhibit A-1 hereto.

**12. Confidential Information.** Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products ("Confidential Information," which term shall include the terms and conditions of the Agreement and of any other document or instrument delivered in pursuant to or in connection with the Agreement). Confidential Information will also include, but not be limited to, each party's proprietary software and customer information. Each party agrees that, except as expressly permitted by the Agreement, it will not use in any way (for its own account or the account of any third party), disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such Confidential Information. Information will not be deemed to be Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party that is known to the receiving party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party that is known to the receiving party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of the Agreement by the receiving party; (iv) is independently developed by the receiving party; or (v) is required to be released by law, regulation or court order, provided that the receiving party provides prompt written notice to the disclosing party of such impending release, and the releasing party cooperates fully with the disclosing party (at the disclosing party's sole expense) to minimize such release.

### 13. Term.

**13.1 Term of the Agreement.** The Agreement will be in effect from the Effective Date until the last SAF between Customer and Viewqwest shall have expired or been terminated, whereupon the Agreement shall terminate.

**13.2 Term and Services Requested in SAF.** If a Term is specified in any SAF, then with respect to the Service furnished under such SAF such Term shall automatically renew on the last day of such Term and on the last day of the first and each subsequent renewal term (each such renewal term to be a "Term" for all purposes of the Agreement), in each case for an additional term of twelve (12) months, unless not fewer than thirty (30) days prior to the expiration of any Term then in effect (whether the initial Term or any renewal Term), Viewqwest shall have received from Customer, or Customer shall have received from Viewqwest, written notice that such Term shall not be renewed, in which case such Term shall expire on its last day. Notwithstanding any of the foregoing in this Section 13.2, any Service may be terminated prior to the expiration of the Term thereof as provided elsewhere in these Standard Terms (including, without limitation, in Section 4 and in Section 14 of these Standard Terms). The automatic renewal provision of this Section 13 shall not apply to any lease of Equipment (if any) under this Agreement.

**13.3 Term of Additional Services Requested by Customer.** In any case in which a Term is specified in an SAF, if Customer shall order additional services under such SAF and in which the Term for such additional services shall end on the later to occur of (a) the expiration date of the Term of the Service first furnished to Customer under such SAF and (b) one (1) year from the date on which Viewqwest accepts the order for the additional services; provided, that such Term shall in any event be subject to the same automatic renewal provisions as are set forth in Section 13.2 above and to the termination provisions set forth in Section 14.6 below. Notwithstanding any of the foregoing in this Section 13.3, any additional services may be terminated prior to the expiration of the Term thereof in either case as provided elsewhere in these Standard Terms (including, without limitation, in Section 4 and in Section 14 of these Standard Terms).

### 14. Termination.

**14.1 For Nonpayment.** All invoices rendered by Viewqwest shall be due upon receipt. If any payment required to be made by Customer shall not be made within thirty (30) days after the due date for the same (or by such other time as the relevant SAF may provide), Viewqwest may disconnect or disable all Service to Customer (including, without limitation, as furnished under all SAFs between Viewqwest and Customer). In any such event, Viewqwest shall have the right, within its sole discretion, (a) to decide whether or not to reconnect or re-enable the Service upon Customer's payment of all past due amounts (including, without limitation, any interest that may be payable) and in the event that Viewqwest shall agree to reconnect or re-enable the Service, to require the payment of a fee for so doing and (b) to terminate the Agreement.

**14.2 Unacceptable Use; Bankrupt.** Viewqwest may disconnect or disable all Service to Customer (including, without limitation, as furnished under all SAFs between Viewqwest and Customer) and terminate the Agreement as to all SAFs between Customer and Viewqwest immediately upon written notice to Customer for violation of the *Rules of Use* (as such term is referred to in Section 4 above) or if Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors or becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such involuntary petition or proceeding is not dismissed within sixty (60) days of filing.

**14.3 For Cause.** Either party may terminate the Agreement if the other party materially breaches any term or condition of the Agreement as to any SAF and fails to cure such breach within thirty (30) days after receipt of written notice of the same (provided such right to notice and time to cure shall not be applicable to the circumstances referred to in Sections 14.1 and 14.2 above). In the event of any such termination by Viewqwest, Viewqwest will disconnect or disable all Service to Customer (including, without limitation, as furnished under all SAFs between Viewqwest and Customer).

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**14.5 No Liability for Termination.** Except for amounts payable under the Agreement (including, without limitation, under Sections 14.6, 14.7 and 14.8 below), neither party will be liable to the other for any termination of the Agreement in accordance with its terms.

**14.6 Effect of Termination.** In the event that Viewqwest exercises its right under Section 14.1, 14.2 and/or 14.3 of these Standard Terms to terminate any Service or services as to which any Term shall be in effect (whether or not the original Term or any renewal Term), then Customer shall immediately pay to Viewqwest one hundred percent (100%) of the sum of the Monthly Service Charges and Equipment rental fees (in each case calculated at the rate in effect at the time of such termination) payable under the relevant SAF(s) through the end of such Term. In the event that Viewqwest exercises its rights under Section 14.1, 14.2 and/or 14.3 of these Standard Terms to terminate any the Service or any services as to which no Term shall be in effect, then Customer shall immediately pay to Viewqwest, as liquidated damages, one hundred percent (100%) of the sum of Monthly Service Charges and Equipment rental fees (in each case calculated at the rate in effect at the time of such termination) payable through the period ending ninety (90) days after such termination. Viewqwest and Customer acknowledge and agree that such liquidated damages constitute a reasonable estimate of the damages that would accrue to Viewqwest in the event that Customer were to terminate the Service or any services under such circumstances and do not constitute a penalty. In the event of any expiration or termination of the Term of any SAF, Viewqwest shall immediately return to Viewqwest all Equipment rented under such SAF.

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### 15. Miscellaneous Provisions.

**15.1 Force Majeure.** Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under the Agreement, or for credits under Section 5.2 above, due to any cause beyond its reasonable control, including any act of war, act of God, earthquake, flood, embargo, riot, sabotage, terrorist attack, labor shortage or dispute, government act or failure of any third-party service or network, provided that the delayed party (a) gives the other party prompt notice of such cause and (b) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

**15.2 No Lease.** Except as otherwise provided in Section 11 of these Standard Terms, the Agreement is a services agreement and is not intended to and will not constitute a lease of any real or personal property. In particular, Customer acknowledges and agrees that Customer has not been granted any interest whatsoever (leasehold or otherwise) in any premises, real or personal property, equipment or servers of Viewqwest or in any personal property or server space leased by Viewqwest (except for the license referred to in Section 11 of these Standard Terms), and Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances.

**15.3 Marketing.** Notwithstanding the provisions of Section 12 above, Customer agrees that Viewqwest may refer to Customer as a customer of Viewqwest, and describe Customer's business, in Viewqwest' marketing materials and web site (but Viewqwest agrees that without Customer's written consent Viewqwest shall not display any trademark, service mark and/or logo of Customer in such materials or on Viewqwest' web site). In addition, notwithstanding the provisions of Section 12 above, Viewqwest may compile and release information regarding Customer and its use of the Service on an anonymous basis as part of a customer profile or similar report or analysis.

**15.4 Government Regulations.** Customer will not use the Network or the Service to export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside Singapore, without first complying with all export control laws and regulations which may be imposed by the Singapore Government and any country or organization of nations to whose jurisdiction Customer is subject.

**15.5 Assignment.** Customer may not assign its rights or delegate its duties under the Agreement either in whole or in part without the prior written consent of Viewqwest, except to a party that acquires all or substantially all of Customer's assets as part of a corporate merger or acquisition. Any attempted assignment or delegation without such consent will be void. The Agreement will bind and inure to the benefit of each party's successors and permitted assigns (and will in addition inure to the benefit of each person or entity specified in any other part of the Agreement as a person or entity to the benefit of whom or which the Agreement shall inure).

**15.6 Notices.** Any notice or communication required or permitted to be given hereunder may be delivered personally (including by a recognized overnight courier service), sent by confirmed fax, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address or fax number (as appropriate) of the receiving party indicated on the SAF, or at such other address or to such other fax number as either party may provide to the other by written notice. Any notice will be deemed to have been given as of the date it is delivered, personally or by fax, or five (5) days after having been mailed as provided above.

**15.7 Choice of Law and Arbitration.** The Agreement will be governed by and construed in accordance with the laws of the Singapore, excluding its conflict of laws principles.

**15.8 Entire Agreement.** The Agreement and Viewqwest's *Rules of Use* represent the complete agreement and understanding of the parties with respect to the subject matter hereof and supersede, to the extent of any conflict, any other agreement or understanding, written or oral, between the parties with respect to the subject matter hereof. Viewqwest reserves the right to modify this agreement as required and will provide both parties with a written copy to which they have 30 days to respond to. If no written response is received by Viewqwest the new agreement shall stand in place of the preceding agreement. The Agreement may be modified as required, only through a written instrument signed by or on behalf of both parties. Both parties represent and warrant that they have full corporate power and authority to execute and deliver each SAF and to perform their obligations under the Agreement and that each person whose signature appears on any SAF is duly authorized to execute such SAF on behalf of the respective party. Should any terms of any the Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of such the Agreement will remain in full force and effect.

**15.9 Survival.** The following provisions of these Standard Terms will survive any expiration or termination of the Agreement: Sections 5.2, 5.3, 5.5, 6, 7, 8, 9, 10, 11, 12, 14.5, 14.6, 14.8, 15, and paragraphs (e) and (f) of Exhibit A-1. Neither the expiration nor termination of the Agreement will extinguish any claims or obligations arising under the Agreement prior to (or with respect to the period prior to) such expiration or termination (whether or not the provision(s) giving rise to such obligations are enumerated above in this Section 15.9).

**15.10 Electronic Documents.** Any references in the Agreement to any forms, documents or instruments shall be deemed to refer to the same in both paper and electronic form.

**15.11 References to "Expiration" of the Agreement or any SAF.** Any reference in these Standard Terms to the "expiration" of the Agreement or any SAF shall refer to the expiration of the same following the delivery of a non-renewal notice under Section 13 of these Standard Terms.

#### **Annex – Rules of use**

- (a) Customer agrees to use the Equipment solely in connection with the Service and otherwise solely in the manner for which the Equipment is intended to be used. If Customer is not fully familiar with the use of any Equipment, prior to use Customer will contact Viewqwest's customer service for instructions.
- (b) Customer agrees to use the Equipment solely at the address of Customer set forth of the SAF(s) and not to remove any Equipment from such address; provided, that this restriction shall not apply to any Remote IP Phone or to any other Equipment furnished to Customer for use in connection with such Remote IP Phone.
- (c) Customer agrees to use only approved Equipment as purchased from Viewqwest or otherwise with prior approval from Viewqwest before commencement of use.
- (d) Upon any expiration or termination of the Agreement, all loaned Equipment shall be returned to Viewqwest, and Customer shall permit Viewqwest to enter upon the premises of Customer to remove the Equipment. Promptly after the Equipment has been returned to Viewqwest and Viewqwest has determined that all of the Equipment has been returned and that no Equipment has been damaged (beyond normal wear and tear), destroyed or lost. Viewqwest will return to Customer any Equipment deposit then held by Viewqwest with respect to such Equipment. If any Equipment has been damaged (beyond normal wear and tear), destroyed or lost, Viewqwest may withhold from such deposit such amount as may be equal to the replacement cost of such Equipment, as provided in section (e) of this Annex (provided that if such deposit is insufficient to pay the full amount of the replacement costs payable with respect to such damage, destruction or loss, such deposit shall not constitute the limit of Customer's liability for such damage, destruction or loss).
- (e) Customer agrees to pay Viewqwest an amount equal to the Replacement Cost (as defined below) of any Equipment that is destroyed, damaged (beyond normal wear and tear) or lost (whether as a result of theft or otherwise). The term "Replacement Cost" shall mean, with reference to any Equipment, the "Replacement Cost" of such Equipment as indicated on the Schedule of Equipment Replacement Costs attached to this Exhibit A-1 as Exhibit A-2, plus any applicable taxes. Payment of such amount by Customer to Viewqwest is due immediately upon Customer's receipt of an invoice therefore from Viewqwest. Payments that are more than thirty (30) days late will accrue interest at a rate of one and one-half percent (1-½%) per month, or the highest rate allowed by applicable law, whichever is lower.
- (f) Nothing in the Agreement shall modify, amend or limit in any respect any of Viewqwest' rights under any guaranty of any Customer's obligations under this Annex.