This Agreement describes the rights and responsibilities related to **the Cloud Transfer Services** (hereinafter referred to as the "**Client**" or "**You**") ordered from **Virtual Electronics Pte. Ltd**., a company incorporated in Singapore at the address: 1 RAFFLES PLACE #20-61 ONE RAFFLES PLACE SINGAPORE (048616) (hereinafter referred to as the "**We**", or "**Us**", or the "**Company**").
By ordering the services, You agree to the terms of this Agreement. If You do not have authority to enter into this Agreement, or if You do not agree with its terms, do not click 'accept' and do not order our Cloud Transfer Services.

THE PARTIES AGREE THAT THESE SPECIFIC TERMS OF USE SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS CONTAINED IN ANY OTHER CONTRACTUAL DOCUMENT.

1.   SERVICE ACCESS

Conditions applicable to the access to the Services will be agreed between the parties in the Statement of Work ("SOW"). The SOW will include, without limitation, the best-suitable method of connection, as chosen by Client according to its specifications. Services described herein can be bundled or can be each provided as standalone Services.

2.   FAIR USE

Client's use of the Services is subject to limits mentioned in the applicable Service Description.

2.1. Fair Use
The Services are provided with a fair use policy designed to prevent fraud and abuse of the Services. For illustration purposes only, the following use will not be considered as a legitimate use of the Services: any use of the Services in a manner that may expose Us, its Partners or any of their personnel to criminal or civil liability; or re-selling subscription minutes; or calling telephone numbers (whether singly, sequentially or automatically) to generate income for Client or others as a result of placing the call, other than for Client individual business communications; or unusual calling patterns inconsistent with normal, individual subscription use.

2.2. Suspension and Termination
If the Client fails to pay an undisputed invoice in due course, We are entitled to limit the access to the Services to dialing emergency calls and to receiving calls, during the period of non-payment by sending a written notice to the Client to remedy such breach. Should the Client fail to pay within thirty (30) days after receiving such notification, We may terminate the Contract. Client understands and agrees that in the event Services are terminated pursuant to the Contract, Users will not be able to access Emergency Service Centers from the User's DID.

3.   SOFTWARE LICENSE TERMS

3.1. License agreement
Client shall have the sole responsibility to maintain valid license agreements with software providers, via Us, certified resellers or directly from software providers, at all times during the

term of the Contract and, as may be reasonably required by Us, provide Us with any valid license certificate.

3.2. Office 365 license terms

By placing a Service Order Form with Us for Office 365 services provided by Us including Office 365 license order from Us, the Client agrees that it has accepted the Microsoft Cloud Agreement available at the following web address: https://msdn.microsoft.com/en-us/partner-center/agreements .

4.   DATA SECURITY

4.1. General

Client acknowledges that the Licensor may be and act as the Client data processor if and when Licensor processes, for the sole purposes of the performance of the Services, Client personal data ("Client Data"). The data processor will establish and maintain technical and organizational measures reasonably designed to protect against or unlawful processing of the Client Data and against accidental loss or destruction of, or damage to, the Client Data and shall take reasonable steps to ensure the reliability of data processor personnel who have access to the Client Data. These measures shall be designed to provide a level of security appropriate to the harm that might result from unauthorized access to or use of Client Data and the nature of the Client Data, having regard to the state of technological development and the cost of implementing the measures.

4.2. Vulnerability scans

The data processor will perform annual vulnerability scans that include application and internal/external network infrastructure vulnerability scans, and ethical hacking/penetration tests. Vulnerabilities will be reviewed and prioritized based on risk and remediated accordingly.

4.3. Data transmission

Client acknowledges that use of the Services will involve transmission of Client Data and other communications over the Internet and other networks, and that such transmissions could potentially be accessed by unauthorized parties when communicated across the Internet or other networks. Data processor is not responsible for any Client Data which is delayed, lost, altered, intercepted or stored during transmission across networks not owned or operated by Data processor and its subcontractors, including but not limited to the Internet and Client's local network. Client shall protect its user login names and passwords from access or use by unauthorized parties and shall ensure that the Users do so as well, and Client is solely responsible for its or its Users' failure to do so.

4.4. Notification of suspicious activity

Client must promptly notify data processor of any suspected security breach at EMAIL. In addition, We will promptly notify Client of any unauthorized access to, or use of, Client Data. In the event of any unauthorized disclosure of Client Data resulting from Client's use of the Services, and Client will promptly investigate the cause of such unauthorized disclosure, and will work together in good faith to take the steps reasonably necessary to prevent any future reoccurrence and to comply with applicable data breach notification laws.

4.5. Malicious code, trojans, etc.

Licensor will use measures consistent with prevailing practices in the United States software-as-a-service industry to screen the PowerSuite Software prior to making it available or providing it Client, for the purpose of avoiding the introduction of any Malicious Code into Client Data or Client's computer hardware and software systems or software. For the purposes of these STU, "Malicious Code" means software (including, without limitation, code, instructions, programs, routines and/or scripts) that is designed to (i) permit unauthorized access to and/or copying of Client's data, hardware or software; or (ii) damage, delete, delay, disable, erase, interfere with, modify, shut-down or otherwise harm Client's data, hardware or software, including, but not limited to, components that are commonly referred to as "back doors," "bots", "drop dead devices", "malware", "time bombs," "Trojan Horses," "viruses", and "worms". In the event We introduce Malicious Code into Client Data or Client's computer hardware or software systems or software, We will reasonably assist Client in removing such virus and/or Malicious Code at no additional charge.

5.   THIRD PARTY SOFTWARE OR SERVICE SPECIFIC TERMS

5.1. User license terms

Subject to the terms and conditions of the Contract, We grant the Users, a worldwide, nontransferable, non-exclusive, limited and personal right to install (as the case may be), use, and run, view and display on screen in the ordinary course of use, Software for the duration of the Contract or, where applicable any Renewal Period, provided that Software is not modified or altered in any way. This license is granted for Client's internal use of the Services. All rights, title, ownership rights, and Intellectual Property rights in the Service or Software are protected by applicable copyright laws or other laws and are held by Us and/or its licensors. We own and reserve all rights, title and interests in and to the Service or Software.

5.2. Grant of the license

Subject to the terms and conditions of the Contract, We grant to Client a limited, worldwide, non-exclusive, non-transferable right to reproduce, without modification, and internally use a reasonable number of copies of the Documentation provided to User solely in connection with the use of the Software for the term of the relevant license agreement.

5.3. Obligation of the user

Users shall not:

(i)   try to access to or copy the Software's source code forms,

(ii) (ii) use the Software and the Documentation for any purpose other than for use of the Services;

(iii) create copies of the Software for any purpose that is not directly related to the Services or make more copies of the Software and Documentation than this allowed by applicable law;

(iv) reproduce, modify, translate, adapt, reverse engineer, decompile, disassemble (except and only to the extent that applicable law expressly permits, despite this limitation), incorporate the Software into any other software or create derivative works based upon the Software;

(v) resell, rent, lease or make any commercial use of the Software or transfer the Software or its license to any third party;

(vi) use the Software to provide services to third parties (e.g., as a service bureau) or to demonstrate the Software to third parties who are not Users ;

(vii) remove or obscure any proprietary notices or labels from the Software;

(viii) export, re-export, divert or disclose any portion of the Software or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation;

(ix) make intrusion tests, spread malicious code for deny service attacks;

(x) send, store or distribute any viruses, worms, Trojan horses, or other malware component harmful to a network or system;

(x) use the Software to harm, threaten or harass another person or organization; (xii) attempt to access any modules or functionality that is not part of the purchased Software; or

(xi) circumvent or disable any security or other technological features or measures of the Software; or

(xii) create Internet links to or from the Services or frame or mirror any content forming part of the Service.

5.4. Provision of the Software

We will provide the Software and Services in accordance with the Service Description and as described in the Contract. Save to that extent, the Client understands and agrees that the Software is provided "AS IS" and as far as the law permits, We expressly disclaim all warranties of any kind, including but not limited to, any implied warranty of satisfactory quality, conditions of design, merchantability or fitness for a specific purpose. We do not warrant that (i) the Services will be uninterrupted, error free, or free of viruses or other harmful components, (ii) the Services are not vulnerable to fraud or unauthorized use, or the features or functionalities of the Services will be available at any time in the future. Client is responsible and Licensor shall have no responsibility for determining that Client's proposed use of the Services complies with applicable laws where Client is using the Services or in Client's jurisdictions.

5.5. Installation of Releases

Except in case of SaaS subscription, Client will promptly (but consistent with Client's change management practices) implement all Software updates, releases, bug fixes, service packs and workarounds designated as mandatory by Us. We will provide the Services as described in the relevant Service Description and may enhance, replace, and/or change the features of the Services without materially reducing the core features, functions, or security of the Services without the Client's consent.

6. INFRINGEMENT AND INDEMNIFICATION

6.1. Infringement Defense

We will defend the Client from any actual or threatened third party claim that the Software infringes or misappropriates any Intellectual Property rights of any third party during the term of the Contract if:

(i)   Client gives Us prompt written notice of the claim;

(ii)   We have full and complete control over the defense and/or settlement of the claim;

(iii)   Client provides reasonable assistance in connection with the defense and settlement of the claim as We may reasonably request; and

(iv)   Client complies with any settlement or court order made in connection with the claim (e.g., relating to the future use of any infringing materials).

6.2. Infringement Indemnification

We shall indemnify and keep indemnified Client against all losses, liabilities, costs and expenses (including legal expenses) arising out of or in connection with any claim, demand, action or proceeding brought against Client asserting that Client's use of (i) the Software or (ii) Services, or (iii) any other item, information or input provided by Us which We permit the Client to use in connection with the Services, infringes the Intellectual Property rights of any third party.

6.3. Exclusions

We will have no obligation for any infringement to the extent that it arises out of or is based upon:

(i)   the combination, operation, or use of the Software with third party software or services not envisaged by the Contract and if such infringement would have been avoided but for such combination, operation, or use;

(ii)   designs, requirements, or specifications for the Software required by or provided by Client, if the alleged infringement would not have occurred but for such designs, requirements, or specifications;

(iii) use of the Software outside of the scope of the license or other rights granted to Client;

(iv) Client's failure to use the latest Release of the Software made available to Client under the Contract or to comply with instructions provided by Us, if the alleged infringement would not have occurred but for such failure;

(v)   any modification of the Software not made by Us or our Partners where such infringement would not have occurred absent such modification;

(vi) Client Data; or

(vii) unauthorized use of the Software. Client hereby agrees that it will reimburse Us and/or our Licensors for any costs or damages that result from these actions.

6.4. Mitigation of infringement action

If Client's use of the Software is, or in Our reasonable opinion is likely to become, enjoined or materially diminished as a result of a proceeding arising under the present article, then We will either:

(i)   procure Client's continuing right to use the Software;

(ii)   replace or modify the Software in a functionally equivalent manner (and without causing Client to incur any additional internal or external cost or expense) so that it no longer infringes; or if, despite Our commercially reasonable efforts, We are unable to do either (i) or (ii), We will (without prejudice to the indemnity provided hereabove)

(iii) terminate the licenses with respect to the Software subject to the infringement claim and refund to Client all unused subscription fees for the Software that Client pre-paid.

6.5. Exclusive Remedy

The present article states Our' sole and exclusive liability, and Client' sole and exclusive remedy, for the actual or alleged infringement of any third-party Intellectual Property right by the Software.

6.6. Liability Claims

Any action against Us and/or our Licensors or Client must be brought within twelve (12) months after the date of the event giving rise to the cause of action.
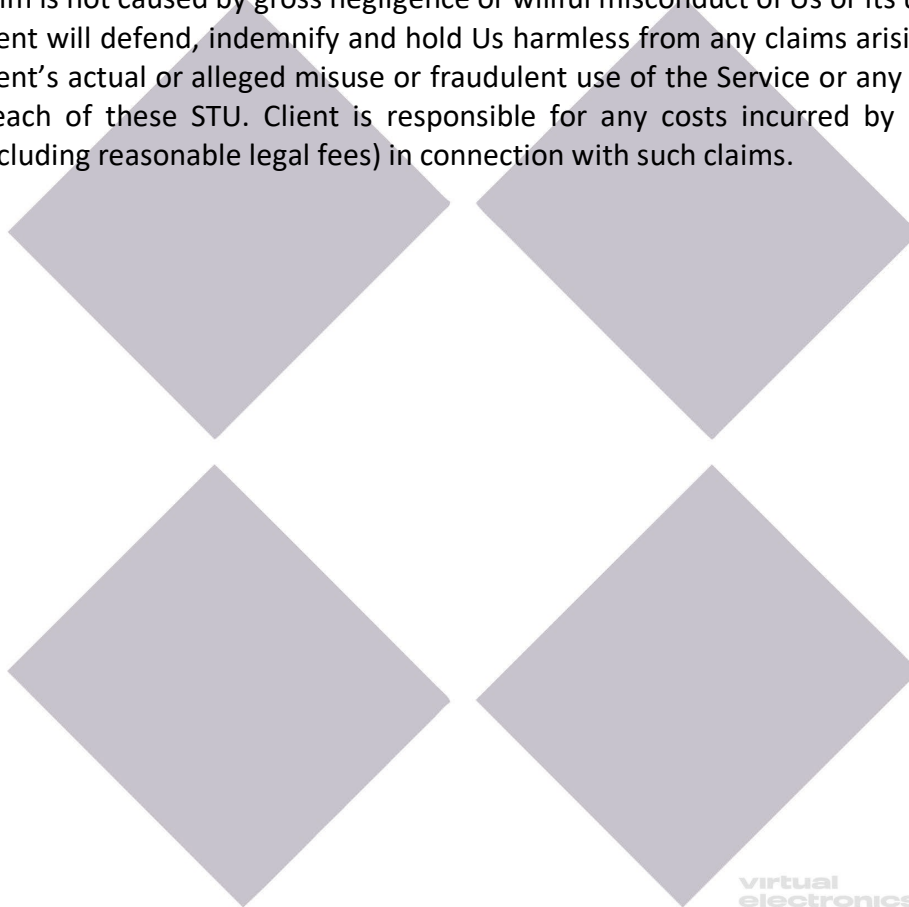
6.7. General indemnification

THE CLIENT ACKNOWLEDGES AND AGREES THAT EXCEPT FOR ANY CLAIM, LOSS, FINE, PENALTY OR COST, DEATH, DAMAGE TO PERSONS OR PROPERTY CAUSED BY OUR GROSS NEGLIGENCE

OR WILLFUL MISCONDUCT, NEITHER US, OUR UNDERLYING CARRIER(S), NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OR EMERGENCY CALL SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, LOSS, FINE, PENALTY OR COST, DEATH, DAMAGE TO PERSONS OR PROPERTY (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES).

Client hereby waives any and all such claims or causes of action, arising from or relating to the provision of all types of Services to Client except for any claim, damage, loss, fine, penalty or cost caused by Our gross negligence or willful misconduct. Client further agrees and acknowledges that it is indemnifying and holding harmless Us and/or its underlying carriers from any third party claim or action for any caller placing such a call without regard to whether the caller is an employee/consultant or customer of Client to the extent that such third party claim is not caused by gross negligence or willful misconduct of Us or its underlying providers.

Client will defend, indemnify and hold Us harmless from any claims arising out of or relating to Client's actual or alleged misuse or fraudulent use of the Service or any other actual or alleged breach of these STU. Client is responsible for any costs incurred by Us or any other party (including reasonable legal fees) in connection with such claims.