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MAINTENANCE AGREEMENT OF THE [ ]

[SATS ENTITY]
("SATS")

[NAME OF VENDOR]
("Vendor")

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THIS AGREEMENT is made on the [■] day of [■] 20[■]

BETWEEN:

1.   **[SATS ENTITY] (Co. Registration No. [■])**, a company incorporated in [Singapore] and having its registered office at 20 Airport Boulevard, Singapore 819659 (hereinafter referred to as "**SATS**");

       AND

2.   **[Name of Vendor] (Co. Registration No. [■]),** a company incorporated in [■] and having its registered office at [■] (hereinafter referred to as the "**Vendor**");

       (collectively, the "**Parties**" and individually, a "**Party**").

WHEREAS:-

(A)   SATS requires maintenance and support services for the System (defined below).

(B)   SATS wishes to engage the Vendor to provide maintenance and support services for the System subject to the terms and conditions set forth in this Agreement.

(C)   This Agreement sets out the terms and conditions upon which the Vendor will accept such engagement.

NOW IT IS AGREED AS FOLLOWS:-

1.   DEFINITIONS AND INTERPRETATION

1.1.   In this Agreement, unless the context otherwise requires:-

Authorized User means any SATS user and/or any unrelated third party entity or person authorized by SATS to have access to and use of the System.

Confidential Information shall have the meaning set out in Clause 10.1.

Contract Sum means the total sum payable for the Maintenance Fees in accordance with Clause 5 and Statement of Work in accordance with Clause 6.

Data means any category of information in any form disclosed, furnished or made available directly or indirectly to the Vendor and/or its subcontractors by or on behalf of SATS or otherwise received or obtained by the Vendor and/or its subcontractors pursuant to, by virtue of, or in the course of negotiating or performing this Agreement (whether before or after the execution of this Agreement) including all data, information and computer programs provided by or derived from third parties for the purposes of the System whether concerning flight schedules, customers, suppliers, operational data, billing information or otherwise, and Personal Data (of passengers or otherwise), as well as all compilations or databases containing Data.

Documentation means all manuals, user instructions, specifications and other documentation whether in printed or electronic form in respect of the Maintenance Services prepared by the Vendor and accepted by SATS.

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Equipment means the equipment as described in **Schedule 5** *(Equipment)*.

GST means tax on the supply of goods and services sold or rendered in Singapore by a GST-registered entity or person in the course or furtherance of any business carried on by him and on the importation of goods into Singapore.

Hardware means all the hardware and equipment, including the Equipment, to be operated in conjunction with the Software as part of the System, and any other hardware which may be procured by the Vendor for use by SATS under this Agreement.

Initial Term means the period of [■] months commencing from the date set forth in Clause 2.1.

Intellectual Property Infringement shall have the meaning set out in Clause 12.4.

Intellectual Property Rights includes in Singapore and throughout the world and for the duration of the rights (a) any patents, utility models, copyrights, registered or unregistered trademarks or service marks, trade names, brand names, layout-design rights, registered designs and commercial names and designations; (b) any invention, discovery, trade secret, know-how, or confidential, business, scientific, technical or product information; (c) any other rights resulting from intellectual activity in the commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services; and (d) any letters patent, deed of grant, certificate or document of title for anything referred to in paragraphs (a), (b) or (c) of this definition.

Maintenance Fees means the fees to be paid by SATS for the Maintenance Services rendered by the Vendor as described in **Schedule 4** *(Fees)*.

Maintenance Services means the maintenance and support services for the System to be provided by the Vendor to SATS as described in **Schedule 1** *(Maintenance Services)* hereto.

Open Source Licence is any licence that requires*,* as a condition of use, modification and/or distribution of software subject to the open source licence, that such software and/or other software combined and/or distributed with such software be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

Personal Data means all data which is defined to be "personal data" under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) and/or other applicable data protection laws (together with the PDPA, "Applicable Data Protection Laws"), and includes all information which identifies or which relates to an individual, whether true or not, in any form, disclosed, furnished or made available directly or indirectly to the Vendor and/or its subcontractors by or on behalf of SATS or otherwise received or obtained by the Vendor and/or its subcontractors pursuant to, by virtue of, or in the course of negotiating or performing this Agreement (whether before or after the execution of this Agreement).

[Use alternative definition for Personal Data below where Personal Data received from SQ will be disclosed, used or processed by Vendor:

Personal Data" means all data which is defined to be "personal data" under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) ("PDPA") and/or other applicable data protection laws, including but not limited to Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") (together with the PDPA and GDPR, "Applicable Data Protection Laws"), and includes all information which identifies or which relates to an individual, whether true or not, in any form, disclosed, furnished or made available directly or indirectly to the Vendor and/or its subcontractors by or on behalf of SATS or otherwise received or obtained by the Vendor and/or its subcontractors pursuant

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to, by virtue of, or in the course of negotiating or performing this Agreement (whether before or after the execution of this Agreement).]

Refresh means the upgrading, enhancement and/or replacing of Hardware and/or Software in connection with the implementation of new technology and/or improvements to the System in connection with the provision of the Maintenance Services.

Renewed Term means the period of [■] months commencing from the day immediately following the date of expiry of the Initial Term.

Statement of Work (SOW) shall have the meaning set out in Clause 6.

Service Level Credits shall have the meaning ascribed to in **Schedule 3** *(Service Level Credit)*.

Service Levels means the service levels as described in Clauses 7 and 8, and in **Schedule 2** *(Service Levels)*.

Software means the software programs developed and/or implemented and/or installed for use as part of the System, and includes all modifications, bug fixes, corrections, substitutions, improvements, enhancements, additions, updates and upgrades thereto.

Supplier Code of Conduct means SATS' Supplier Code of Conduct as may be updated from time to time and which may be found at:
https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf

System means the SATS [■] system which definition shall include the Software and Hardware.

Taxes means taxes, levies, imposts, charges and duties (including stamp duty and transactional duties) together with any related interest, penalties, fines and expenses in connection with them except for tax in the nature of income tax (that is, which is imposed on the overall income of a party).

Vendor Team Members shall have the meaning set out in Clause 7.1.3.

Viruses mean any electronic virus or other information including but not limited to cancelbots, worms, Trojans or other harmful components.

1.2. Words denoting persons shall include corporations, companies, firms or other bodies as the case may be; words denoting the masculine gender shall include the feminine gender and neuter genders and vice versa; and singular shall include plural and vice versa.

1.3. Any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted whether before or after the date of this Agreement so far as such modification or re-enactment applies or is capable of applying to any transactions entered into prior to completion and (so far as liability thereunder may exist or can arise) shall include also any past statutory provisions or regulations (as from time to time modified or re-enacted) which such provisions or regulations have directly or indirectly replaced.

1.4. References to Recitals, Clauses, the Schedules and the Annexures are to recitals and clauses of and the schedules and the annexures to this Agreement and references to this "**Agreement**" shall mean this Agreement, the Schedules and the Annexures.

1.5. In this Agreement, unless specified otherwise:-

1.5.1. the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word such as "other", "including", "for example", and "such as" shall not be given a restrictive meaning by reason of fact that they are preceded by words indicating a particular class of acts, matters or things; and

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      1.5.2.   general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words, and do not limit the words to which the examples relate to, or examples of a similar kind.

1.6.   Headings are inserted for the ease of reference only and shall not affect the construction thereof.

1.7.   Unless otherwise specifically provided, all references in this Agreement to dollar amounts shall be in Singapore Dollars.

1.8.   References in this Agreement to "**working days**" or "**Business Days**" shall exclude Saturdays, Sundays, and all gazetted public holidays in Singapore.

1.9.   References in this Agreement to "**SATS**" shall where the context so requires include a reference to "**SATS users**" and/or "**Authorized Users**" as herein defined.

1.10.   References in this Agreement to "**SATS users**" or expressions of similar meaning and effect shall extend to such entities which (i) is a holding company of SATS or are related, associated or affiliated companies of SATS or (ii) SATS controls, directly or indirectly. For the purposes of this Agreement, the expression "**control**" in the relevant context shall mean (a) control of at least 20% of the issued share capital of an entity; (b) control of at least 20% of the voting rights attached to the shares of the issued share capital of an entity, (c) control of the composition of the board of directors of an entity, or (d) undertaking or control of the management and/or operation of the business of an entity.

2. COMMENCEMENT

2.1.   This Agreement shall commence on [■] and shall remain in full force and effect for the Initial Term, unless earlier terminated in accordance with this Agreement.

2.2.   SATS has the option to extend this Agreement for the Renewed Term without any additional cost to SATS, by giving written notice to the Vendor indicating its intention to extend the Agreement at least one (1) month prior to the expiration of the Initial Term and on the same terms as the terms and conditions in this Agreement.

3. SCOPE

SATS hereby appoints the Vendor, and the Vendor hereby accepts such appointment, to provide the Maintenance Services for the System in accordance with the Service Levels and subject to the terms and conditions of this Agreement.

4. SECURITY DEPOSIT

4.1.   The Vendor shall, no later than the commencement of this Agreement, pay SATS an amount equal to $**[●]** ("**Security Deposit**"), or in lieu of such payment, provide SATS with a banker's guarantee issued by a bank approved by, and on such terms and conditions as may be prescribed by, SATS.

4.2.   Any payment pursuant to Clause 4.1 shall constitute security for the payment of any sum due and payable to SATS from the Vendor as liquidated damages, compensation or otherwise, and SATS shall be entitled to retain the amount of such payment until the expiry or termination of the Initial Term and Renewed Term (if applicable), and may utilise at any time the whole or any part of such payment in payment of any sum due to SATS from the Vendor. SATS shall not be required to pay any interest on the Security Deposit. In any event, nothing herein shall be construed as in any way limiting SATS' right of recovery against the Vendor to the amount of the Security Deposit.

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4.3. In the event that the Vendor provides SATS with a banker's guarantee in lieu of paying SATS the amount of the Security Deposit:

(a) SATS may, but shall not be obliged to, invoke the banker's guarantee and recover therefrom in respect of any sum due and payable to SATS from the Vendor without prejudice to any other rights or remedy which may be available to SATS whether under this Agreement or at law; and

(b) without prejudice to SATS' rights to prescribe any other term or condition under Clause 4.1, the Vendor shall procure that the date specified in such banker's guarantee as the "expiry date" is successively extended so that demands under the banker's guarantee can continue to be validly made by SATS and honoured by the issuing bank at any time throughout the period from the date of issuance of such banker's guarantee up to the expiry or termination of the Initial Term or Renewed Term (if applicable)

4.4. SATS shall be entitled to make a demand under the banker's guarantee for such amount as SATS may deem appropriate at any time after the Vendor neglects or fails in any way to observe, carry out, fulfil or discharge any of its obligations under this Agreement or any representation or warranty by the Vendor under this Agreement is or becomes untrue or incorrect or is breached in any respect. Without prejudice to the foregoing, in the event that the Vendor shall neglect or fail in any way to observe, carry out, fulfil or discharge any of its obligations under Clause 4.3, SATS shall be entitled to make a demand under the banker's guarantee for such amount as SATS may deem appropriate and to retain any and all amounts paid by the issuing bank under the banker's guarantee until the Vendor shall have discharged and performed all its obligations under this Agreement, and to utilise such amounts at any time to settle any sum due from the Vendor to SATS in connection with this Agreement.

4.5. Any demand made by SATS under the banker's guarantee and any payment received by SATS thereunder shall not preclude, affect or restrict the exercise of any rights by SATS under this Agreement or any legal remedy or relief to which SATS is entitled arising from any breach of the Vendor or any matter or event in respect of or pursuant to which the demand is made and any sum received by SATS as payment under the banker's guarantee shall be applied by SATS towards any sum due or payable by the Vendor to SATS (whether as damages or otherwise).

5. MAINTENANCE FEES

5.1. In consideration of the Vendor providing the Maintenance Services in accordance with and subject to the terms of this Agreement, SATS agrees to pay to the Vendor the Maintenance Fees in accordance with **Schedule 4 *(Fees)***, which agreed fees are firm and fixed.

5.2. Each invoice for the Maintenance Fees or part thereof shall be issued to SATS in accordance with **Schedule 4 *(Fees)***. SATS shall pay all undisputed fees within sixty (60) days of receipt of an invoice. If SATS fails to make such payment due and payable by it within the said sixty (60) days, the Vendor shall provide to SATS a written reminder that would allow SATS to make payment within ninety (90) days of the original due date.

5.3. The Parties shall use their best endeavours to resolve such disputes or differences in relation to the disputed charges in accordance with the dispute resolution process/procedure as contained in Clause 19.

5.4. The Vendor may charge SATS interest at a rate of one percent (1%) per month, starting from the first day after the sixty (60) day period as aforementioned in Clause 5.2, on any undisputed amount payable to the Vendor under this Agreement which is due and owing.

5.5. Unless otherwise specified, all invoices will be billed in Singapore dollars and all payments required to be made under this Agreement shall be made in Singapore dollars.

5.6. Unless otherwise specified herein or agreed, all permits, licences, royalties and fees whatsoever claimable by or payable to any person, firm or corporation or government or in

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connection with intellectual property used or required to be used in connection with the Vendor's obligations under this Agreement are deemed to be included in the Maintenance Fees, and shall be for the account of the Vendor and shall not be charged to SATS.

5.7.   Unless otherwise expressly provided, all amounts stated in this Agreement expressed to be exclusive of any GST arising in respect of any supply made hereunder shall on the issue of a valid tax invoice in respect of the same be paid to the Party making such supply by the Party to whom it is made in addition to any other consideration payable. Save for the foregoing, all other Taxes shall be borne by the Vendor, including without limitation any withholding tax payable as a result of or in connection with this Agreement. SATS shall pay to the Vendor all amounts due under this Agreement net of any withholding tax (if applicable), and shall be permitted and entitled, if required in compliance with applicable laws or regulations, to withhold or deduct from the amounts payable to the Vendor under this Agreement such taxes, withholdings and/or deductions.

5.8.   For the avoidance of doubt, any obligation expressed to be the responsibility of the Vendor under this Agreement shall, unless otherwise expressly provided in this Agreement, be carried out at the Vendor's sole cost and expense.

6.   STATEMENT OF WORK (SOW)

6.1.   The Vendor shall carry out the Maintenance Services for the System in accordance with **Schedule 1 (*Maintenance Services*)**. In the event that any additional enhancements in the scope or nature of the System is proposed, the Parties hereby agree that the procedures set out in this Clause 6 shall be adhered to in effecting any such change.

6.2.   Statement of Work (SOW) raised under this Agreement shall be substantially in the format attached as **Annexure C *(Template for Statement of Work)*** or such other written form as may be agreed between the Parties (the "**Statement of Work**").

6.3.   All Statement of Works, and the corresponding written approvals thereof, shall form an integral part of this Agreement and be added as addendum(s) to this Agreement. The Vendor shall commence work based on the Statement of Work only upon receipt of written approval by SATS.

7.   THE VENDOR'S RESPONSIBILITIES

7.1.   In performing the Maintenance Services the Vendor undertakes to (including but not limited to):-

7.1.1.   carry out and perform the Maintenance Services to the highest standards of professional care, diligence, efficiency and timeliness, and shall exercise due diligence, care and skill in the performance of the same in accordance with the standards, practices and guidelines in the industry for similar projects;

7.1.2.   troubleshoot problems with the interface and interoperability of the System to external systems (batch/online), including validating data coming in/going out and implementing any program changes required;

7.1.3.   use appropriately qualified and skilled personnel to provide the Maintenance Services. The Vendor shall assign and use the staff identified as "**Vendor Team Members**" in **Schedule 2 *(Service Levels)*** to provide the Maintenance Services, and agrees that there will not be any change to such staff without the prior written approval (including as to the replacement staff) of SATS (in its sole discretion). SATS may at its discretion require the Vendor to substitute any of the Vendor Team Members;

7.1.4.   adhere to (a) SATS' administrative procedures applicable to the Vendor and/or the provision of the Maintenance Services and/or the System; and (b) SATS' instructions, requirements and guides (including but not limited to those guides listed in **Schedule**

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2 *(Service Levels)*) issued from time to time in relation to the Maintenance Services and which may be revised by SATS (in its sole discretion) from time to time;

7.1.5. adhere to the IT security requirements set out in **Annexure A** *(IT Security Requirements)* which may be revised by SATS (in its sole discretion) from time to time;

7.1.6. conform with any and all applicable laws, statutes, regulations, orders, governmental requirements, guidelines, and standards applicable to SATS, the System, the Maintenance Services and/or the Vendor, including, but not limited to, any laws and regulations applicable to aviation, airport authority and operation, security, telecommunications or media utility companies or bodies, and to advise SATS of any necessary licences or permits which may be required for the Maintenance Services and/or the System and to (at its own cost and expense) apply for such licences or permits, if so required by SATS. Without prejudice to the generality of the foregoing, the Vendor shall all times duly comply with the terms of the Supplier Code of Conduct;

7.1.7. ensure that the Vendor Team Members attend progress meetings as required by SATS, and prepare and deliver a progress report in writing to SATS not less than five (5) Business Days prior to the next progress meeting. This report will include a report on the status of the Maintenance Services and such other matters as SATS may require;

7.1.8. cooperate fully with SATS and SATS' project manager (if any) and with other vendors or service providers of SATS of hardware, equipment, software, services or related systems which interface, interoperate with or are operated or to be operated as part of or in conjunction with the Maintenance Services or any part thereof, as and when directed by SATS in connection with the Maintenance Services, and in good faith assist in, participate and contribute to discussions or matters raised by SATS with a view to determining and implementing a reasonably practical solution to issues that may arise in relation to the interface, interoperability and connection of the Maintenance Services to such hardware, equipment, software and systems;

7.1.9. resolve any problems/issues that may arise from the interface or interoperability of the System with the hardware, equipment, software or related systems of other third party vendors which interface, interoperate with or are operated or to be operated as part of or in conjunction with the System or any part thereof, such resolution to be without prejudice to the Vendor's obligations under this Agreement and to maintain the System with no additional costs to SATS;

7.1.10. maintain up-to-date Documentation of the System, applications and operations manuals (including any Refresh);

7.1.11. adhere to SATS's instructions, directions, requirements, procedures and guidelines for solving of problems and carrying out of the Maintenance Services, including, without limitation, adhering to the Service Levels for the solving of problems;

7.1.12. without prejudice to Clause 7.1.11 above, adhere and comply with the provisions of **Schedule 1** *(Maintenance Services)* and **Schedule 2** *(Service Levels)*;

7.1.13. allow SATS (including any professionals or other parties authorized by SATS for this purpose), from time to time, upon SATS giving notice to the Vendor, to audit the Vendor and/or its authorised representatives or licensors during normal office hours to ascertain whether the Maintenance Services are being performed satisfactorily, and further to allow SATS audit rights of access and information in relation to the financial, accounting, legal and regulatory position of the Vendor, to ascertain the continued suitability of the Vendor to provide the Maintenance Services pursuant to this Agreement;

7.1.14. assist internal or external auditors with their queries;

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7.1.15. investigate Software performance problems and implement ways to improve performance of the System;

7.1.16. provide necessary technical support to vendors and/or the officers, employees, agents, servants and/or contractors of SATS who may be appointed by SATS from time to time to carry out enhancements or software upgrades to other systems that interface with the System;

7.1.17. maintain a knowledge database of problems and solutions for future use by SATS. For the avoidance of doubt, the Vendor agrees that such knowledge database shall be the property of SATS and the Vendor hereby undertakes to transfer and assign, and procure the transfer and assignment, of all such necessary rights to SATS to ensure that it owns all Intellectual Property Rights in the knowledge database, including any created by the Vendor;

7.1.18. communicate with the respective authorised personnel from SATS on support issues;

7.1.19. prepare monthly status update reports in the format defined by SATS;

7.1.20. not:

(a) incorporate software subject to an Open Source Licence into, or combining software subject to an open source licence with, the Software or a derivative work thereof;

(b) distribute software subject to an Open Source Licence in conjunction with the Software or a derivative work thereof; and

(c) use software subject to an Open Source Licence in the development of a derivative work of the Software;

without the prior written approval of SATS; and

7.1.21. undertake such other acts and things in connection with the Maintenance Services and the Refresh as SATS may request.

7.2. Upon any Maintenance Services being performed, SATS may, at its option, require the Vendor to, within three (3) Business Days of completion, certify in writing to SATS that such Maintenance Services have been performed in accordance with the requirements of this Agreement, and SATS shall acknowledge receipt of such written certification. Any such acknowledgement by SATS shall be without prejudice to the Vendor's obligations under this Agreement, including the obligation to perform the Maintenance Services in accordance with the terms of this Agreement, and such acknowledgement by SATS shall not constitute an agreement that the Maintenance Services comply with such requirements, or constitute a waiver of any of SATS' rights under this Agreement. SATS' obligation to make payment for any Maintenance Services under this Agreement shall only come into effect upon SATS' said acknowledgement being issued.

7.3. Title to any parts (whether Hardware or Software) installed into the System as part of the Maintenance Services or the Refresh will pass to SATS upon the earlier of (a) payment for the Maintenance Services during which such parts were installed; or (b) installation or deployment of the parts. Risk to such parts will pass to SATS upon written acceptance by SATS (without prejudice to the Vendor's obligations under this Agreement, including the obligation to perform the Maintenance Services in accordance with the terms of this Agreement, and on the basis that such acknowledgement by SATS shall not constitute an agreement that the Maintenance Services (including the parts) comply with such requirements, or constitute a waiver of any of SATS' rights under this Agreement. SATS' obligation to make payment for any Maintenance Services under this Agreement shall only come into effect upon SATS' said acknowledgement being issued).

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8. SERVICE STANDARDS

8.1. At all times, the Vendor shall perform the Maintenance Services so as to meet or exceed the Service Levels as contained in **Schedule 2 *(Service Levels)*** and shall, at a minimum, comply at all times with the requirements of the Service Levels.

8.2. The Vendor acknowledges that the non-performance of the Maintenance Services in accordance with the Service Levels may cause dramatic and immediate impact on SATS, SATS users, and/or Authorized Users by way of one or more of the following:

8.2.1. loss of revenue;

8.2.2. increased expenses;

8.2.3. diminished service quality to the customers of SATS, SATS users and/or its Authorized Users; and

8.2.4. damage to the goodwill, reputation, image, prestige, trade marks or trade names of SATS, SATS users and/or that of its Authorized Users.

8.3. Without limiting any other right which SATS has under this Agreement or by operation of law, failure by the Vendor to achieve a Service Level shall result in a Service Level Credit pursuant to **Schedule 3 *(Service Level Credit)***.

8.4. The Vendor shall perform the Maintenance Services so as to meet both of the following:-

8.4.1. the best industry and professional standards and practices; and

8.4.2. the Service Levels.

8.5. Without limiting any other obligation as set out in this Agreement, the Parties agree to the concept of continuous improvement to the Maintenance Services, and the Vendor shall perform regular reviews of the System, and advise SATS in relation to any improvements and developments that may be necessary, desirable or expedient.

8.6. In the event the Vendor fails to meet the Service Levels, SATS shall be entitled to the payment of Service Level Credits, in accordance with **Schedule 3 *(Service Level Credit)***. Should the Vendor fail to meet the Service Levels on more than three (3) occasions, SATS shall be entitled to terminate this Agreement by giving written notice to the Vendor. Any termination of this Agreement pursuant to this Clause shall be without prejudice to any other rights or remedies any Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party.

9. REFRESH

9.1. The Vendor shall use technological advancements and improvements in the provision of the Maintenance Services and undertake Refresh, in accordance with **Schedule 1 *(Maintenance Services)*** without additional charge to SATS. Refresh will not be deemed to result in new services or additional costs or charges to SATS.

9.2. The Vendor shall be responsible for Refresh as may be necessary to meet or exceed the Service Levels under this Agreement as well as to enable SATS to take advantage of technological advancements and to support SATS' efforts to maintain competitiveness in the markets in which it competes. In particular, the Vendor shall provide SATS with information and material relating to new information processing technology developments and trends, including new software and equipment developments that can reasonably be expected to have an impact on the Services.

9.3. Without limiting any other provision in this Agreement, SATS' approval will be required for any changes that may (whether directly or indirectly) involve, introduce or cause risk to SATS' business or any charges under this Agreement or any other costs that SATS may incur or be liable for.

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9.4.   All Refresh must be approved by SATS in advance and must be implemented in accordance with the technology, security and architectural standards dictated by SATS or any other conditions or restrictions which may be prescribed by SATS as a condition to such approval.

9.5.   SATS shall have the right to waive or delay the implementation of Refresh.

10.   CONFIDENTIALITY

10.1.   For the purposes of this Agreement, "**Confidential Information**" means any information of or relating to SATS, or provided by SATS to the Vendor, that the Vendor will obtain in the course of carrying out the Maintenance Services, or in connection with this Agreement, and includes the terms of this Agreement, non-public Data, the Maintenance Services and all non-public information (written or oral, tangible or intangible, in electronic format or otherwise) concerning the business, affairs and the operations and systems of SATS, SATS users and its Authorized Users and customers. Any information which the Vendor has received or will receive from SATS that is marked as "Confidential" or "Proprietary" or with words to similar effect shall also be considered Confidential Information.

10.2.   The Vendor agrees to keep confidential, and to procure that its officers, employees, agents, vendors and subcontractors keep confidential any Confidential Information and shall not, disclose the Confidential Information to any other person unless (a) such disclosure has been expressly permitted by SATS in writing; (b) the Confidential Information is or subsequently becomes publicly available without the Vendor being in breach of any obligation owed to SATS; (c) the Confidential Information became known to the Vendor from a source other than SATS other than by a breach of an obligation of confidentiality; or (d) the Confidential Information is independently developed by the Vendor, not as a result of or in connection with this Agreement, or any other agreement entered into between the Vendor and SATS. The Vendor agrees and acknowledges that Confidential Information shall only be used for the purposes of the Maintenance Services and/or in performing its obligations under this Agreement.

10.3.   The Vendor agrees to disclose such Confidential Information only to the extent necessary to such of its officers, employees and agents, approved vendors and subcontractors as shall have a need to know for the proper purposes referred to in this Clause 10. The Vendor hereby undertakes to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents, contractors and subcontractors with the provisions of this Clause 10, including, if required by SATS, procuring written undertakings of confidentiality in favour of SATS.

10.4.   Upon request, and upon termination or expiry of this Agreement, the Vendor shall (as requested by SATS in writing) (a) immediately return to SATS all materials relating to the System, the provision of Maintenance Services and this Agreement (including copies thereof); and/or (b) destroy such materials (or copies) to SATS' satisfaction, as determined by SATS at its sole discretion. The Vendor shall confirm in writing to SATS within three (3) Business Days that it has complied with its obligations under this Clause 10.4.

10.5.   The provisions of this Clause 10 shall survive, and continue to be binding on the Vendor after, the termination of this Agreement.

11.   DATA

11.1.   If for any reason the Vendor or its personnel are permitted access to, or are supplied with or otherwise provided with Data by or on behalf of SATS during performance or for the purposes of the Maintenance Services, then without prejudice to the provisions of Clause 10, the Vendor and its personnel shall:-

        (a)   use and/or hold such Data for the purposes and in the manner directed by SATS and not otherwise modify, amend or alter the contents of Data or disclose or permit the

disclosure of such Data to any third party unless specifically authorized in writing by SATS, and take all such steps as may be necessary to safeguard such Data;

(b)   implement appropriate technical and organizational measures to protect such Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized disclosure or access; and

(c)   return to SATS or destroy such Data on request or termination or expiry of this Agreement (whichever is sooner) in accordance with Clause 10.4.

11.2.   All Data remains the sole and exclusive property of SATS or the relevant third parties (excluding the Vendor). Nothing in this Agreement shall be construed as giving the Vendor any rights to such Data as a result of or in connection with this Agreement and/or the Project and the Vendor shall not assert any right or claim against the Data. The Vendor warrants and undertakes that it shall not do or permit any act in derogation with such ownership or control of SATS. Without limitation to the foregoing, the Vendor warrants and undertakes that it shall not sell, assign, lease, license or subject the Data or any part thereof to any pledges, liens, charges or other encumbrances whatsoever. In particular, the Vendor shall not, except strictly with SATS' prior written authorization or consent:-

(a)   publish, exploit, distribute, duplicate or reproduce (or permit the same of) any of the Data or any contents thereof; or

(b)   in any way use (or permit the use of) any of the Data or any contents thereof;

whether during the term of this Agreement or after the expiry or termination of this Agreement.

11.3.   Notwithstanding the foregoing, the proprietary interest of all relevant source code and/or object code that may be provided pursuant to this Agreement shall vest in SATS upon the expiry or termination of this Agreement.

11.4.   **Protection of Personal Data**

11.4.1. The Vendor represents, warrants, undertakes and agrees as follows:

(i)   The Vendor shall, in its collection, processing, disclosure or other use of Personal Data for SATS, adhere to the requirements of the PDPA, other Applicable Data Protection Laws and this Clause; and;

(ii)   The Vendor shall be liable for its use and processing of the Personal Data and undertakes to fully indemnify SATS in respect of any penalties (including any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority), liabilities, claims, demands, costs, legal fees (solicitor-client basis), losses and damages as a result of any breach of the Vendor's obligations under this Clause or the Vendor's fault or negligence in performing these obligations, or any act or omission of the Vendor or any of its officers, employees, advisors, agents and representatives which results in SATS breaching the PDPA and/or other Applicable Data Protection Laws.

11.4.2. Without prejudice to the generality of the foregoing, the Vendor shall:

(i)   disclose, process, store and use the Personal Data only for the purpose of performing its obligations under this Agreement or otherwise in any documented instructions which the Vendor may receive from SATS from time to time, except where required under Applicable Data Protection Laws, in which case, the Vendor shall notify SATS of such disclosure, processing or storage unless prohibited by any Applicable Data Protection Laws;

(ii)   allow access to the Personal Data to the Vendor's and any permitted subcontractor's employees, personnel, agents, principals and contractors strictly on a 'need to know' basis provided that they agree to comply with the terms of this Agreement, and ensure that such personnel are bound by substantially similar confidentiality obligations as those set out in this Agreement;

(iii)   comply with all of SATS' security policies, standards, requirements and specifications, as notified to the Vendor by SATS in writing from time to time, with respect to safeguarding or dealing with Personal Data;

(iv)   institute and maintain appropriate technical and organizational safeguards and measures against the unauthorised access, use, or disclosure of Personal Data that are no less rigorous than the most rigorous practices of SATS and the Vendor, for similar types of information

[Use alternative clause (iv) below where Personal Data received from SQ will be disclosed, used or processed by Vendor:

institute and maintain technical and organizational safeguards and measures in accordance with Appendix to Annexure E against the unauthorised access, processing, use, or disclosure of, or accidental loss or destruction of, or damage to, Personal Data, including without limitation, the (A) maintenance of the security and confidentiality of the Personal Data; and (B) protection against reasonably anticipated threats or hazards to the security or integrity of the Personal Data;]

(v)   not retain the Personal Data longer than is necessary for the performance of its obligations under this Agreement, and in any event no longer than such period as permitted by Applicable Data Protection Laws or such other period as may be prescribed by SATS (as the case may be) ("**Retention Period**");

(vi)   promptly return, delete or destroy the Personal Data forthwith upon being required by SATS, or upon the expiry of the Retention Period. The Vendor shall promptly confirm at SATS' request that its obligations herein in respect of the return, deletion and destruction of Personal Data are complied with, and in addition shall notify SATS within ten (10) calendar days of the deletion of any Personal Data in accordance with this Clause; *[Note: 10 calendar days' requirement cannot be negotiated if Personal Data received from SQ will be disclosed, used or processed by Vendor.]*

(vii)   not modify, alter, delete, publish or disclose any Personal Data to any third party (including subcontractors), nor allow any third party (including subcontractors) to process such Personal Data on the Vendor's behalf immediately without request upon the expiry or earlier termination of this Agreement;

(viii) not store in or transfer any Personal Data to any country outside of Singapore, nor process or allow processing or access to Personal Data from outside of Singapore without the prior written consent of SATS, and if consent is given, to transfer Personal Data outside Singapore only in accordance with the Applicable Data Protection Laws, SATS' IT security policy and all reasonable instructions of SATS. The Vendor shall also specify the countries and territories to which the Personal Data may be transferred;

[Additional clauses (ix) and (x) to be inserted where Personal Data received from SQ will be disclosed, used or processed by Vendor:

(ix)   *Without prejudice to the generality of Clause 11.4.2(viii), if such consent is given by SATS, the Vendor shall in addition to the foregoing comply with Annexure E of this Agreement; and*

(x)   *comply with all of the provisions set out in Annexure D.]*

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12. INTELLECTUAL PROPERTY RIGHTS & LICENCES

12.1. All Intellectual Property Rights comprised in the Maintenance Services and any Documentation as well as any and all other materials or part thereof created or developed by the Vendor for SATS for the purposes of the Maintenance Services shall, unless otherwise expressly agreed between the Parties, be deemed to be irrevocably transferred, assigned to and/or vested in SATS, on a perpetual, irrevocable and unconditional basis, on and from the date of creation of the same without further charge. If required by SATS, the Vendor shall do all such things and sign all such documents necessary to vest all such Intellectual Property Rights assigned or otherwise transferred or granted to SATS under this Agreement. For avoidance of doubt, unless otherwise expressly agreed, the Vendor shall have no right to sublicence, assign or transfer the source or object codes of the Software and/or related Documentation to any third party.

12.2. Where the Vendor does not so create or own such Intellectual Property Rights for the performance of the Maintenance Services, the Vendor shall obtain and maintain at all times for SATS all necessary licences of Intellectual Property Rights to enable the Vendor to perform the Maintenance Services (without further cost to SATS).

12.3. The Vendor represents, warrants and undertakes to SATS, as a continuing warranty, that this Agreement and the performance of the Maintenance Services and Refresh by the Vendor hereunder, shall not breach or otherwise infringe the Intellectual Property Rights of any other parties.

12.4. The Vendor shall indemnify and hold harmless SATS against any damages, liability, losses, expenses, or claims (including legal costs on a full indemnity basis) arising from or in respect of (a) any breach by the Vendor of the terms of this Agreement and this Clause 12, and (b) without prejudice to the generality of the foregoing, any claim or action by any third party for infringement of the Intellectual Property Rights in connection with or in relation to the Maintenance Services and/or Refresh (including related Documentation) (an "**Intellectual Property Infringement**"). SATS shall use reasonable commercial efforts to inform the Vendor of any Intellectual Property Infringement upon becoming aware of the same. In addition to and without prejudice to the above and any other rights in contract or at law:-

12.4.1. if required by SATS, the Vendor shall procure the right to continue with the use of the Maintenance Services and/or Documentation or part thereof which is the subject of the Intellectual Property Infringement;

12.4.2. if required by SATS, the Vendor shall replace or modify the Maintenance Services, Refresh and/or Documentation or part thereof which is the subject of the Intellectual Property Infringement so that it is no longer infringing but will function in an equivalent manner. Such replacement or modification shall be subject to SATS' approval; and/or

12.4.3. SATS shall be entitled to reject the entire Maintenance Services, Refresh and/or Documentation and terminate this Agreement. Thereupon, the Vendor shall refund to SATS the entire Maintenance Fees or all sums which SATS has paid to the Vendor for the Maintenance Services. For the avoidance of doubt, SATS shall be entitled to exercise its rights under this Clause regardless of the extent or materiality of the Intellectual Property Infringement. Such rights of termination shall be without prejudice to SATS' other rights and remedies under this Agreement.

13. REPRESENTATIONS & WARRANTIES

13.1. The Vendor represents and warrants that it will carry out the Maintenance Services and perform the Maintenance Services to the highest standards of professional care, diligence, efficiency and timeliness, and shall exercise due diligence, care and skill in the performance of the same in accordance with the standards, practices and guidelines in the industry for similar projects.

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13.2. The Vendor further represents and warrants that when performing the Maintenance Services, the Vendor will not (directly or indirectly, and whether knowingly or otherwise) introduce Viruses in the System, or otherwise do anything (including omission) that will have an adverse effect on the System and Data including but not limited to all hosts, routers, servers, firewalls and/or network devices (including the software and Data therein) of SATS, SATS users, Authorized Users and/or SATS' vendors. The Vendor shall, without prejudice to any other right of action available to SATS under this Agreement or under any general law, notify SATS immediately if the System shall be found or should have been (upon the Vendor exercising due care) found to contain any Viruses.

13.3. The Vendor shall forthwith upon receipt of a notice in respect of a breach of warranty remedy the same by making such alterations or modifications to the Maintenance Services or taking such other steps necessary to remedy the breach of warranty. The remedial Maintenance Services provided by the Vendor shall be provided free of charge (including all costs for transportation and assembly which shall be from the Vendor's account) for any breach of warranty reported by SATS to the Vendor regardless of the fact that the period taken to remedy such breach of warranty extends to a date after the expiry of the term of this Agreement. This shall be without prejudice to SATS' other rights and remedies under this Agreement.

13.4. The Vendor represents and warrants that the Maintenance Services performed will be free from date compliance problems and that the performance or the functionality of the System or obligations to be performed under the Agreement shall not be affected, impeded or interrupted by the entry or processing of any date value or date-dependent function, whether such date is past, current or future.

13.5. The Vendor represents and warrants that the Maintenance Services will be created and/or performed by employees of the Vendor within the scope of their employment and/or subcontractors of the Vendor approved by SATS and each of the foregoing persons will be bound by written agreements which: (a) contain obligations of confidentiality consistent with this Agreement; and (b) provide for the transfer, assignment and grant of all rights including all Intellectual Property Rights pursuant to Clause 12 to SATS.

13.6. The Vendor represents and warrants that it has the power and authority, and all applicable government and other consents and permits, to enter into this Agreement, which is legal, valid and binding on the Vendor in accordance with its terms.

13.7. The Vendor represents and warrants that it (and its applicable employees and sub-contractors) has all necessary rights, capability and qualifications to perform its obligations hereunder.

13.8. The Vendor represents and warrants that (a) its title to and property in the Hardware, the Software, any other part of the System, and the Documentation is free and unencumbered and will be transferred, assigned and/or granted to SATS on a free and unencumbered basis; and (b) it owns or has all necessary rights to grant the rights contemplated hereunder including all Intellectual Property Rights in the Software and Documentation.

14. STEP IN RIGHTS

SATS reserves the right to appoint an alternative vendor to provide any Maintenance Services in the event that the Vendor is unable or unwilling to perform any of its obligations under this Agreement (including upon a termination under Clause 15), in accordance and full conformity with the provisions of this Agreement, any such inability to be determined by SATS in its sole discretion. Such appointment and step-in Maintenance Services shall be completed within such period as determined by SATS. The Vendor shall reimburse SATS for the additional costs of engaging an alternative vendor. SATS will also not be required to pay the Vendor the fees for such Maintenance Services not provided by the Vendor in accordance and in full conformity with the provisions of this Agreement. In addition to the foregoing, SATS shall be entitled in its sole discretion to require the Vendor to refund to SATS any fees that may have been paid in advance by SATS to the Vendor pursuant to Clause 5 for any Maintenance Services

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contemplated to be provided by the Vendor for the remaining period of the Initial Term or Renewed Term (if applicable). Such rights shall be without prejudice to any of SATS' rights or remedies under this Agreement or at law.

15. TERMINATION

15.1. The Vendor may terminate this Agreement immediately upon written notice being given to SATS, in the event of the occurrence of any of the following events:-

15.1.1. SATS fails to make any payment due and payable by it under this Agreement (which is not the subject matter of dispute by SATS), within sixty (60) days of the due date, provided that the Vendor shall have provided to SATS a written notice in accordance with Clause 18 that would allow SATS to make payment within ninety (90) days of the due date, and SATS has failed to do so;

15.1.2. SATS passes a resolution or an order is issued for its winding up, dissolution, liquidation or judicial management, or any analogous proceeding in any jurisdiction; or

15.1.3. SATS has a receiver and/or manager and/or administrative receiver or receiver appointed over all or substantially all of its assets.

15.2. SATS shall be entitled to terminate this Agreement:-

15.2.1. immediately upon written notice being given to the Vendor in the event of the occurrence of any of the following events:-

(a) the Vendor breaches any term or condition of this Agreement, save where (in SATS' sole discretion) such breach is (a) not material, (b) capable of remedy, and (c) is remedied to SATS' satisfaction within ten (10) Business Days of written notice to do so issued by SATS to the Vendor;

(b) as specifically provided in this Agreement;

(c) a petition is presented, or other steps are taken or threatened, for the winding up, dissolution, liquidation or judicial management of the Vendor, or any analogous proceeding in any jurisdiction; or

(d) steps are taken for a receiver and/or manager and/or administrative receiver or receiver to be appointed over a significant portion of the Vendor's assets.

15.2.2. Upon the giving of thirty (30) days' written notice to the Vendor.

15.3. Upon expiry or termination of this Agreement, the Vendor shall:-

(a) cooperate fully with SATS (at no additional cost to SATS) to conduct a proper and full handover of the Maintenance Services (including any Refresh) to SATS and/or its appointed contractor(s) in accordance with procedures specified by SATS. The Vendor will hand over updated and complete Documentation (including, for the avoidance of doubt, completely updated with changes implemented during the duration of this Agreement), and if required by SATS, in good faith conduct briefing sessions, presentations and on-the-job training to SATS staff and/or SATS-appointed vendors; and

(b) immediately cease to use the Confidential Information and proprietary materials of SATS, and return all property in its possession belonging to SATS, including all Confidential Information in whatever form (whether written or oral, tangible or intangible, in electronic format or otherwise, or disclosed to the Vendor by SATS whether in connection with this Agreement or not (including all copies or reproductions thereof

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made by it)) or destroy the same if requested by SATS, in accordance with SATS' instructions.

15.4. Where SATS terminates this Agreement pursuant to Clause 15.2, the Vendor shall immediately reimburse SATS for all additional cost and expenses of engaging an alternative vendor for the Maintenance Services and refund to SATS the pro-rated Maintenance Fees calculated based on the total number of days left of the then current term (if payment of the Maintenance Fees were made in advance).

15.5. The termination of this Agreement under this Clause 15 shall not prejudice any of the rights or remedies of the non-defaulting Party against the other Party arising prior to the effective date of termination.

16. INDEMNITY

16.1. The Vendor agrees to indemnify and hold harmless SATS, the SATS users and the Authorized Users in full from and against all actions, proceedings, claims, liabilities, losses, damages, costs and expenses (including without limitation legal costs and expenses on a full indemnity basis, and any fines, penalties, levies and charges) whatsoever arising out of or in connection with the acts, omissions, default or negligence of the Vendor, its employees, officers, agents, servants, suppliers, vendors, contractors or subcontractors in relation to the provision of Maintenance Services under this Agreement. The Vendor shall provide to SATS a certificate issued by the Vendor's insurer evidencing all the insurance coverage as required by this Agreement prior to the execution of this Agreement failing which SATS can take out such necessary insurance as it deems fit and look to the Vendor for all costs incurred.

16.2. The Vendor agrees to maintain at its own cost a comprehensive policy of insurance to adequately cover its entire liability in respect of any act or default for which it may become liable to indemnify SATS, SATS users and/or Authorized Users, under the terms of this Agreement.

16.3. The remedies contained in this Clause are without prejudice to and in addition to any warranties, indemnities, remedies or other rights provided by law, and/or under any other provision of this Agreement for the benefit of SATS.

16.4. Without prejudice to the generality of the foregoing, and notwithstanding anything to the contrary herein, Vendor shall be liable for damages and/or loss caused to SATS and/or any SATS users by the Vendor's (a) infringement of any Intellectual Property Rights of SATS or any third party, (b) breach of SATS' security or, (c) breach of its confidentiality obligations under this Agreement, (d) negligence, willful misconduct or fraud related to or in connection with this Agreement, (e) abandonment, failure to perform or breach by the Vendor of this Agreement or the deliberate and unjustified interruption of the services to be performed by the Vendor under this Agreement, and/or (f) violation of or non-observance of or non-compliance with any aspect of any applicable law or regulations (including, without limitation, any applicable security, fiscal or labour laws and regulations).

17. LIMITATION OF LIABILITY

17.1. SATS shall not be liable to the Vendor for any special, incidental, indirect, consequential, exemplary or punitive damages (including, without limitation damages for lost profits, anticipated profits, contract, production, corruption of data, operation time, revenue, economic loss or business opportunity) relating to this Agreement, any of the services or work product provided under this Agreement or any other subject matter of this Agreement and regardless of whether such claim be based on contract, tort, equity or otherwise.

17.2. The limitations of liability contained in Clause 17.1 will apply regardless of the form of action (including without limitation, contract, warranty, negligence, tort, strict liability or statutory) or type of damages, regardless of any claim or finding with respect to the adequacy, failure, purpose or sufficiency of any remedy offered or provided for hereunder and regardless of

whether SATS was informed of, aware of or otherwise could have anticipated the possibility of such damages or liability.

17.3. Without prejudice to the generality of the foregoing, and notwithstanding anything to the contrary herein, the aggregate liability of SATS arising out of or in connection with this Agreement shall not in any event exceed the total fees paid under this Agreement.

18. NOTICES

18.1. All notices required or permitted to be given hereunder shall be in writing and in the English language and shall be sent by hand or facsimile or in writing to the respective addresses and numbers of the Parties set out below or to such other address or numbers as the relevant Party may hereafter specify to the other Party by notice in writing expressed to be for the purposes of this Clause 18:-

If to SATS:	If to Vendor:
[Insert SATS' full company name]	*[Insert Vendor's company name]*
[attention]	*[attention]*
[insert address]	*[insert address]*
20 Airport Boulevard	
Singapore 819659	

With a copy to:	With a copy to:
1) SATS Ltd	*[company name]*
SATS Legal, General Counsel	*[attention]*
[address]	*[address]*
20 Airport Boulevard	
Singapore 819659	

2) SATS Ltd
SATS Technology
Manager, Procurement & Contracts
[address]
SATS Ltd.
SATS Information Technology Services
SATS Airfreight Terminal 5 (AFT5),
Core L, Level 4

18.2. Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered if (a) delivered by hand, on the date of receipt, (b) delivered by post, five (5) days after dispatch, or (c) delivered by telex or fax, when transmitted, error-free.

19. DISPUTE RESOLUTION

19.1. In the event of any dispute or difference arising out of or in connection to this Agreement or the breach thereof including any question regarding its existence, validity or termination, the Parties shall use their best endeavours to settle such disputes or differences through amicable discussions. To this effect, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach an amicable and equitable solution satisfactory to both Parties.

19.2. If the Parties are unable to reach any solution within a period of thirty (30) days after the commencement of the negotiation then the disputes or differences shall be referred to and finally resolved by the non-exclusive jurisdiction of the courts of Singapore.

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19.3.   The commencement of any proceedings under this Clause shall in no way affect the continued performance of the obligations of the Parties under this Agreement, except insofar as such obligations relate to the subject matter of such proceedings.

20.   HANDOVER

20.1.   At the end of the Vendor's engagement under this Agreement (whether by early termination or upon the expiry of the term of this Agreement), the Vendor shall follow the handover procedures described in **Annexure B** *(Handover Procedure)*.

20.2.   The Vendor shall schedule and provide thirty (30) days (or such longer period as SATS may reasonably request) handover training to SATS and/or a new SATS appointed vendor during the last month of its engagement under this Agreement. If the Vendor's services were terminated prior to the expiry of the term of this Agreement, the thirty (30) day period shall commence on the date of such termination. The training shall be in accordance with the guidelines described in **Annexure B** *(Handover Procedure)*.

20.3.   SATS may request an early handover which the Vendor shall use best efforts to accede to.

20.4.   The Vendor represents and warrants that it will handover in a complete and professional manner and will deliver all updated Documentation (which shall include all improvements and Refresh).

21.   GOVERNING LAW

The laws of the Republic of Singapore shall govern the validity and interpretation of this Agreement and the legal relationship of the Parties to it.

22.   CHANGE OF CONTROL

In the event there is any proposed change in the ownership or shareholding of the Vendor, the Vendor shall seek SATS' prior written consent prior to such change.

23.   ANTI-BRIBERY AND ANTI-CORRUPTION

23.1   The Vendor undertakes, represents and warrants that:

23.1.1   the Vendor, the Vendor Team Members and any other person responsible for providing and performing the Maintenance Services is in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement; and

23.1.2   without prejudice to the generality of Clause 23.1.1, each of the Vendor, the Vendor Team Members and any other person responsible for providing and performing the Maintenance Services has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person; (2) improperly induce that official or person to use his influence with a government or business entity to affect any act or decision by such government or entity; or (3) secure any improper advantage.

23.2   The Vendor agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to SATS and SATS shall have the right to immediately terminate this Agreement by giving written notice to the Vendor.

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23.3   SATS shall have the right to terminate this Agreement if the Vendor breaches this Clause 23.

24.   GENERAL

24.1.   **Non-Exclusivity:**
The Vendor acknowledges and agrees that it may not be the exclusive provider of the Services to SATS and SATS may procure the Services or services similar to the Services from or otherwise conduct business with other parties who may be in competition, whether directly or indirectly, with the Vendor.

24.2.   **Waiver**:
No waiver of any rights arising under this Agreement shall be effective unless in writing and signed by the Party against whom the waiver is to be enforced. No waiver of any breach of this Agreement shall operate as a waiver of any subsequent breach of the same or any other provision. The failure of either Party to enforce at any time of the provisions of this Agreement shall in no way be interpreted as a waiver of such provision.

24.3.   **Severability:**
If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement not affected by such invalidity illegality or unenforceability shall remain in force and effect and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

24.4.   **Assignment/Novation:**
This Agreement is personal to the Vendor and shall not be assigned or novated either as to the whole or any part thereof, without the prior written consent of SATS. SATS may, by notification to the Vendor, assign or novate the whole or any part of this Agreement to any party. The Vendor shall be deemed to have consented to such assignment or novation, which shall be effective on the date that SATS notifies the Vendor.

24.5.   **Binding Effect on Successors-in-title**:
This Agreement shall operate for the benefit of and be binding on the successors in title and permitted assigns of each Party.

24.6.   **Sub-Contracting**:
The Vendor shall carry out its obligations hereunder personally. The Vendor shall not subcontract the whole or any part of its obligations under this Agreement without the prior written consent of SATS.

24.7.   **Set-Off**:
Notwithstanding any other provision to the contrary contained in this Agreement, SATS will be entitled, at any time and from time to time, without notice to the Vendor, to set off, withhold and/or deduct from any and all amounts payable to the Vendor (whether under this Agreement or any other agreement), any and all sums that may be due and owing by the Vendor to SATS, its related or associated companies, whether under this Agreement or otherwise (including without limitation, any liquidated damages payable under any of the Clauses of this Agreement, or any amounts previously overpaid to the Vendor).

24.8.   **Entire Agreement/Amendments**:
This Agreement, including all Schedules and Annexures, contains the entire agreement between the Parties with respect to the Maintenance Services and supersedes all previous agreements and understandings between the Parties relating to the subject matter herein. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the Parties.

24.9.   **No Partnership or Joint Venture**:
Nothing in this Agreement shall create or be deemed to create a partnership or joint venture between the Parties, and unless otherwise expressly provided in this Agreement, no Party shall

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enter into, or have authority to enter into, any engagement on behalf of the other Party, or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other Party. The Parties enter into this Agreement as independent contractors.

24.10. **Publicity**:
All media releases, public announcements and public disclosures by the Vendor relating to this Agreement, or the subject matter thereof, including but not limited to promotional marketing material, but not including any announcement intended solely for internal distribution by SATS and the Vendor nor any disclosure required by legal, accounting or regulatory requirements, shall be approved by SATS prior to release.

24.11. **Exclusion of Third Party Rights**:
A person not party to this Agreement (other than a permitted assignee to whom rights have been assigned in accordance with the provisions of this Agreement) shall have no right under any legislation for the enforcement of contractual terms by a third party (whether in force now or to be enacted in the future and as the same may be modified, adapted or supplemented from time to time) to enforce any term of this Agreement.

24.12. **Time is of the essence**:
Time is of the essence of this Agreement but no failure or delay on the part of SATS in exercising any right, power, privilege or remedy shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence to such default.

24.13. **Survival**:
The rights and obligations of the Parties under Clauses 6, 10, 11, 12, 15.3, 15.4, 15.5, 16, 17, 19, 20, 21, 24.2, 24.3, 24.5, 24.7, 24.8, 24.10 and 24.11 and this Clause 24.13 shall survive any termination of this Agreement.

SCHEDULE 1
MAINTENANCE SERVICES
(reference: Clauses 1.1, 5.1.12, 10.1)

[Please provide]

1.   TYPE OF MAINTENANCE SERVICES AND SCOPE OF WORK

a)   Schedule Maintenance

b)   Software Updates and Upgrades

c)   Preventive Maintenance

d)   Remedial Maintenance

2.   SERVICE OBLIGATIONS

3.   SERVICE LIMITATIONS

4.   INSURANCE REQUIREMENTS

5.   REFRESH

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SCHEDULE 2
SERVICE LEVELS
(reference: Clauses 1.1, 5.1, 9)

1.   SERVICE LEVELS

[Please provide detailed description of the Service Levels]

2.   VENDOR TEAM MEMBERS

Team Leader   :   **[■]**
Other Team Members   :   **[■]**

3.   SATS GUIDES

[Please provide]

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SCHEDULE 3
SERVICE LEVEL CREDIT
(reference: Clauses 1.1, 9.3, 9.6)

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SCHEDULE 4
MAINTENANCE FEES
(reference: Clause 4)

PART 1: CONTRACT SUM

The total Contract Sum of this Agreement is **S$ [   ]** (excluding GST)

No.	Description	Amount (S$)
1		
2		
3		
4		
Grand Total		

PART 2: PAYMENT SCHEDULE

No.	Description	Percentage	Amount (S$)
1	1st quarter	25%	
2	2nd quarter	25%	
3	3rd quarter	25%	
4	4th quarter	25%	
Grand Total		**100%**	

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SCHEDULE 5

EQUIPMENT
(reference: Clause 1.1)

SCHEDULE 5

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IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

SATS

SIGNED BY SENIOR VICE PRESIDENT
[Insert business unit]   ]
(Name of authorized signatory)   ]
for and on behalf of   ]
SATS Ltd   **]**

WITNESS BY *[position of BU project manager]*
[Insert business unit]   ]
(Name of authorized signatory)   ]
for and on behalf of   ]
SATS Ltd   **]**

PROJECT MANAGER, TECHNOLOGY   ]
(Name of authorized signatory)   ]
for and on behalf of   ]
SATS Ltd   **]**

VENDOR

SIGNED BY:_____]
(Name of authorized signatory)   ]
for and on behalf of   ]
[insert vendor full company name]   **]**

WITNESS BY:_____]
(Name of authorized signatory)   ]
for and on behalf of   ]
[insert vendor full company name]   **]**

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ANNEXURE A – IT SECURITY REQUIREMENTS

(reference Clause 5.1.5)

The Vendor is obligated to adhere to the rules and obligations specified in this. Unless the context otherwise requires, references in this Annex to SATS or SATS' network, systems and assets shall include SATS, its subsidiaries and associated companies (the "SATS Group") and the SATS Group's networks, systems and assets.

(a)   General

1.1   Undertake to ensure that all its personnel/ subcontractors/ agents are aware of their security responsibilities, and will comply with SATS security policies and standards.

1.2   Comply with the Information security policy, information security standard, IT security framework, Implementation standards, technical standards and procedures throughout the development process.

1.3   Guarantee that it does not knowingly hire (current or former) hackers.

1.4   Accountable and responsible for maintaining the confidentiality, integrity and availability of any SATS systems and/or data entrusted to them.

1.5   Undertake to ensure that its IT environment is secure and that SATS' network or systems will not be compromised through the Vendor's IT environment.

1.6   Guarantee there is adequate separation and protection of SATS resources from its other customers.

1.7   Software that, intentionally or otherwise, has known vulnerabilities, attempts or has any possibility to exploit the security of SATS' systems shall not be used.

(b)   Logs Management

1.8   System logs shall be centrally stored and secured for possible forensic use. These would include but not limited to servers, routers, databases, intrusion detection system, firewall, and application audit trail and access logs.

1.9   Audit logs shall include sufficient information to establish what events have occurred, who or what has caused them, and when did the events happened.

1.10   Establish procedures and processes for the monitoring and review of audit logs and the prompt reporting of security-related alerts on violations such as intrusion detection, unauthorised access or modifications.

1.11   Procedures and processes shall be documented, reviewed and updated regularly with SATS.

1.12   The retention period of logs and audit trails must comply with legal and regulatory requirements.

(c)   Security Incident Handling

1.13   Immediately report any security incident involving their systems, and/or SATS IT resources to SATS, and cooperate with the investigation as required.

1.14   Immediately report any security incident involving their systems, and/or SATS IT resources to SATS, and cooperate with the investigation as required.

1.15   Ensure availability of services is maintained and take responsibility for the security incident.

1.16   Provide logs in its native format without any alteration when requested.

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1.17   Provide an Investigation Report detailing the cause of the security incident, action done, and remediation/mitigation plan.

(d)   Disaster Recovery (where applicable)

1.18   Ensure availability of hot-site facilities.

1.19   Annual performance of recovery tests.

1.20   Ensure back-up procedures are established and functional.

(e)   Protection of assets

1.21   Implement procedures and/or solutions to protect SATS assets, including information, hardware and software.

1.22   Implement procedures and/or solutions to determine whether any compromise of the assets has occurred.

1.23   Implement controls to ensure the return or destruction of information and assets at end of, or at an agreed point in time, during the contract.

1.24   Implement controls on restrictions of copying and disclosing of SATS information.

1.25   Implements processes and solutions to ensure protection against malicious attacks.

1.26   Personal computing devices not issued by SATS shall not be connected to SATS' network before explicit approval has been granted by SATS IT Services. Such approvals shall be temporary with a stated end date.

1.27   Upon approval, users of personal computing devices not issued by SATS must ensure that these devices are free from malicious codes and are equipped with endpoint firewall and anti-virus software with up-to-date virus definition files before connecting to SATS' resources.

(f)   Access Control

1.28   Ensure access to SATS' business information is restricted to authorized personnel supporting SATS' systems

1.29   Implement physical and logical access controls to restrict and limit access to authorized areas and granted based on valid business requirements only.

1.30   Third parties shall not be allowed to access SATS' resources and network through the Vendor's network.

1.31   Use of network sniffing tools is prohibited unless authorized by SATS.

1.32   Only use access methods approved by SATS, with appropriate controls and use of unique identifiers such as User IDs.

1.33   Establish an authorization process to authenticate all access, including users and administrators, to SATS resources.

1.34   Maintenance of an authorized user list and what their rights and privileges are with respect to each account.

1.35   Access by the Vendor's personnel/subcontractors/agents to SATS resources must be reviewed periodically to ensure currency of those personnel/subcontractors/agents and their access rights.

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1.36   The Vendor must immediately notify SATS and remove from access when an account is no longer required.

1.37   Accounts must not be shared. All users requiring access to SATS resources must have unique user IDs and owned individually.

1.38   All privileged access and activities must be logged and the log files and audit trails must be protected to facilitate future audit and investigations.

(g)   Regulatory Compliance

1.39   Subject to the Cybersecurity Act 2018, Personal Data Protection Act (PDPA) and/or any relevant data, patent, copyright and privacy protection legislation within Singapore or where SATS resources are hosted.

1.40   Subject to any intellectual property rights and copyright assignment and protection of collaborative work within Singapore or where SATS resources are hosted.

(h)   Non-disclosure of information

1.41   Discovery of security vulnerabilities on SATS resources shall not be disclosed, and shall be reported to SATS immediately.

1.42   Details of SATS network, applications or other information that the Vendor may have access to during the course of contract with SATS shall not be disclosed to any third parties, directly or indirectly.

(i)   Change Management

1.43   Changes to production systems must be documented, reviewed and authorized and implemented in a controlled manner in accordance with established procedures to prevent accidental and unauthorized modification and destruction. All relevant documentation pertaining to the changes implemented should be updated to reflect the changes.

1.44   Obtain approval and clearance from SATS before the Vendor appoints subcontractors to support SATS' scope of work defined in the contract or approved changes.

1.45   Obtain prior written approval from SATS before using SATS project work as a reference by the Vendor.

1.46   Submit an annual audit report, certified by the Vendor's auditors, on the services provided to SATS.

(j)   Application Security [*for application system – remove if not applicable*]

1.47   Application development environment must be segregated from the production environment.

1.48   Conduct application secure code reviews where possible throughout the system development phase for quality assurance.

1.49   Perform Vulnerability Assessment and Penetration Test before deployment to production or deployment of any major change[1].

1.50   Provide reports to SATS detailing the findings of Vulnerability Assessment and Penetration Test, including the vulnerability identified and targeted remediation date.

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[1] *Major change refers to when a new major function/module is introduced, or when there is an addition or change to system codes and the effort required is more than 15 man days.*

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1.51   All vulnerabilities identified from vulnerability assessment and penetration tests must be remediated within the following duration:

Severity	To Be Remediated
Critical/High	4 weeks from issuance of Report
Medium and Low	8 weeks from issuance of Report

1.52   Vulnerabilities identified from Vulnerability Assessment and Penetration Test must be remediated and approved by SATS before production launch or deployment of major change.

1.53   Manage and replace SSL/TLS certificate(s) before its expiry with the contract period.

(k)   Mobile Management [*for mobile application development – remove if not applicable*]

1.54   Ensure mobile application is compatible to SATS Mobile Device Management (MDM) solution prior to deployment;

1.55   Cost of effort, if required, to secure connectivity and communication between mobile application and server through SATS MDM shall be borne by Vendor unless agreed and approved by SATS.

2   SATS reserves the right to:

2.1   Audit contractual responsibilities or to have the audits carried out by a third party without any notice.

2.2   Monitor, and revoke user activity.

2.3   Terminate the contract immediately due to the existence of inadequate controls and/or for security violation by the Vendor's personnel/ subcontractors/agents.

2.4   Subject the Vendor's personnel/ subcontractors/ agents to SATS' personnel security review process.

2.5   Audit the Vendor's external connectivity to other networks, and how the segment to be used for SATS is protected.

2.6   Vendors providing payment related services to SATS must comply with the guidelines published by Payment Card Industry (PCI) Security Standards Council during the term of the Contract. The payment related services include activities that require the Vendor to store, process or transmit payment cardholder (e.g., credit card) data.

2.7   Undertake the required validation procedures according to the agreed Service Provider Level, and provide SATS the equivalent reports that they are required to submit to the payment brands or acquiring banks based on their Service Provider Level.

Indemnify SATS for any security breach resulting in loss of information, misuse of personal data, or credit card information due to Vendor's non-compliance of PCI DSS.

ANNEXURE B – HANDOVER PROCEDURE

(reference: Clause 18)

The Vendor will follow a clearly defined engagement wind up process as set out in this **Annexure B**, at the end of the Vendor's engagement under this Agreement. This handover procedure is applicable for both development projects and application maintenance and support projects.

1.   Engagement Feedback

1.1   This includes obtaining feedback on the completed engagement so as to facilitate preventive and corrective action for future engagement. The feedback is taken from both the engagement team members and the client.

2.   Update Engagement Plan and Engagement Profile

2.1   Engagement Plan and engagement Profile are updated to reflect the final status of the engagement. The AMS plan is updated so that SATS is aware of the existing problem reports, change requests. Engagement profile is updated if there were major enhancements carried out during maintenance phase, e.g. new modules, technology changes.

3.   Engagement Wind-up

3.1   An Engagement Completion Report is prepared and all the Quality Records compiled and handed over to SATS. All documentation, if any, provided by SATS, system manuals, operation manuals, etc., and documentation created by Vendor during the engagement, shall be handed over to SATS. The Engagement Profile and Engagement Plan are updated to reflect the deviations and adjustments made during the Engagement execution. The Engagement Completion Report will reflect the up-to-date engagement status including problem reports, change requests and documents. This report will help SATS and/or other vendors to understand the status of the engagement before taking it over from Vendor, thus ensuring the smooth transition.

3.2   If necessary and where applicable, training sessions shall be scheduled along with SATS to ensure smooth transition.

4.   Major Tasks

a)   Obtain Engagement Feedback
b)   Update Engagement Plan
c)   Update Engagement Profile
d)   Wind-up Engagement

5.   Validation and Verification

a)   Review Updated Engagement Plan
b)   Review Updated Problem Register, Change Request Register

6.   Exit criteria

a)   Engagement End Review Report is available
b)   Engagement Completion Report is available
c)   Quality Records have been handed over
d)   All documentation provided by SATS and documentation created by Vendor during the engagement and paid for by SATS have been handed over

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7. **Phase Deliverables (where applicable)**

a) Update Engagement profile
b) Updated Engagement Plan
c) Updated Problem Register, Change Request Register
d) Updated Documents

8. **Hand Over Details – General (where applicable)**

a) Provide details on the development environment and on the deployment of the applications
b) Provide details, repositories, tools for automation, version control tools (PVCS) and mechanism
c) Detail the security requirements
d) Provide the Machine names, IPs and User-ids
   - Test
   - Production
e) Provide details about the scheduled CRON jobs and determine the flow
f) List and Location (libraries) of components and items necessary for Maintenance i.e. Source code (for each stage before cutting over to production)
g) Latest Version no. for the same
h) The inventory of programs, databases, reporting and monitoring schemes
i) The exact S/W configuration details

9. **Hand Over Details - Application / Systems (where applicable)**

a) Provide the business overview of application specific to SATS like the business objectives of the system, the overview of interfaces, jargons/business terms, normal and abnormal flow of business, how exceptions are handled, system flow
b) Get the users profile (the organization structure of users, names, VIP users.)
c) Functionality of the applications
d) Provide the design and development methodology used for engagement
e) Provide Database overview
   - Data Models
   - Table Relationships, when the rows/segment occurrences will be present or not present, under what conditions these will be created/updated/deleted, available indexes
      - Business meanings of the tables and fields
      - Important field contents
f) Job Flow
   - Screen Flow - Normal flow of screens, exception conditions flow
   - Objective of the screens usage - When will this screen be used and for what purpose (Insert/update/delete/query)
   - Previous screen
   - Next screen
g) The inputs to the screen
   - Standards and naming conventions followed (i.e Coding, GUI) including the standard list of abbreviations
   - List of the available documents and their locations;
   - User documents
   - System documents
   - Application maintenance documents
   - Problem history and fix documents
   - Training materials
   - User Manual and Operations manual
   - Others
h) Interfaces to the application - frequency, triggering conditions, how the data for interface is arrived at (logic)
   - Online
   - Batch

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- Files
- Messages
- Others

i) Highlight any non-standard / complex code
j) Examine the application stability
- Period since the program is in production or from whatever period the information is available
- Any existing performance statistics
- Version history
- Change Request (Minor/PP) / Program Fix history
- Maintenance history of the product
- Problem service level statistics
- Identify pending backlogs, if any
  o No. of Production problems
  o Program bugs reported in a given period
  o Severity
  o Effort Spent
k) Provide the Batch run schedules
- Job name and business purpose
- Triggering conditions, Start-up procedures
- Batch window
- End conditions and windup procedures
- Next job and associated conditions
- Any ABEND conditions and special processing that need to be done before restarting the job/job step, Restart/Recovery procedures
l) Critical Batch programs
- Program name
- Associated job name
- Functionality overview in terms of business as well as IT
- Input data and output data
m) Critical online programs
- Program name
- Associated screens
- Screen layouts and field descriptions
- Databases used
n) List of utilities, tools, products to enhance productivity (small routines that were built by the team can also be included)

10. Hand Over Details - Hands On (where applicable)

a) Give the documentation/repository of the already solved Production Problems
b) Work on already solved enhancement (Minor)
c) Work on new enhancements (Minor)
d) Work on already solved production problem (PP)
e) Work as a secondary support for PP with SATS as the primary support
f) Work as a primary support for PP with SATS as the secondary support

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ANNEXURE C – TEMPLATE FOR STATEMENT OF WORK
(reference: Clause 5)

This document shall be applicable for additional enhancements in the scope of work and shall form an integral part of this Agreement.

Template -
Statement of Work.p

STATEMENT OF WORK

[INSERT TITLE OF PROJECT]

**IT APPLICATION SERVICES
INFORMATION TECHNOLOGY SERVICES**

Name of Vendor: [Insert Accordingly]
Version No.: [Insert Accordingly]
SOW Reference No.: [Insert Accordingly]
SATS Reference No.: [Insert Accordingly]
Company Name: [Insert Accordingly]
Company Registration. No.: [Insert Accordingly]

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Title of Project: [Insert Accordingly]
Name of Vendor: [Insert Accordingly]
SOW Reference No.: [Insert Accordingly]

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Title of Project:	[Insert Accordingly]
Name of Vendor:	[Insert Accordingly]
SOW Reference No.:	[Insert Accordingly]

This Statement of Work ("SOW") is entered between [Insert Name of SATS Entity] (hereinafter referred to as "[Insert Name of SATS Entity]"), a company incorporated in [Insert SATS Location] and having its registered office at [Insert Official SATS Company Address] and [Insert Name of Vendor] (hereinafter referred to as "Vendor"), a company incorporated in [Insert Vendor Location] and having its registered office at [Insert Official Vendor Company Address].

This Statement of Work shall:

a)   be executed by the parties in the event that the parties agree to additional work being performed for the project referenced in this SOW; and

b)   set out the full and complete description of the tasks to be performed and the deliverables to be produced pursuant to the said additional work, the schedule for completion of each of the foregoing and a schedule of payments for the said additional work.

Any term not otherwise defined herein shall have the meaning ascribed to it in the Agreement dated [Insert Date of Main Agreement]. In the event of a conflict

[Instructions: Please note that no additional terms and conditions are allowed to be included in the SOW]

1   Term

The term of the engagement represented by this SOW is for the period starting from [Insert Duration of Engagement].

2   Background

[Insert Background of SOW]

3   Scope of Work

The Vendor shall deliver the scope of work as set out below (including but not limited to):

- Project management tasks
- Liaise, communicate and interact with various stakeholders including other 3rd party vendors
- Manage and co-ordinate various activities
- Manage changes, risks and issues
- Identify and align interdependent activities with all parties
- Track and update Project Schedule
- Provide regular updates on progress of project

[Instructions: For scope of work, the following (including but not limited) must be stated clearly:
- *Functional Hierarchy Diagram (FHD)*
- *Product overview or technical specifications (including scalability, availability etc.)*
- *Detailed description of each component or module*
- *Screen shots of key components or module*
- *Table of major data fields*
- *Architecture (functional and technical) diagrams and description*
- *Security implementation, if necessary*
- *Solution on interfacing with existing/new systems as defined in the Scope of Work*
- *Hardware configuration and sizing to meet performance requirements*

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Title of Project: [Insert Accordingly]
Name of Vendor: [Insert Accordingly]
SOW Reference No.:   [Insert Accordingly]

- *Product upgrade path (e.g. details on new functionality/features/architecture and expected date)*
- *Project management process/methodology, deliverables (e.g. project status etc.) and schedule*
- *Project organization structure and profile of key project team including development team composition i.e. either on-site, off-shore and hybrid model*
- *Quality management plan*
- *Risk list and mitigation plan*
- *Details on how and the process to provide warranty and maintenance/support to comply with the stipulated SLA (including composition of team, escalation process etc.)*
- *Other details on provision of various environments, testing methodology, development/testing tools to be used, training etc.*
- *the required configuration of proposed solution*
- *whether customization is required*
- *whether integration with SATS's other systems is required and if so, how this is proposed]*

The Vendor shall comply with industry best practices and standards associated with (including but not limited to):

- Project management
- Infrastructure design
- Software development
- Infrastructure operations
- Information security

4   Acceptance Criteria

4.1   System Integration Test (SIT)

The System is considered accepted and ready for UAT only if SIT meets the following:
- Functional, Performance & Availability Requirements are completely met; and
- There are zero defect of Severity 1, 2 and Severity 3 problems

4.2   User Acceptance Test (UAT)

The System will be accepted and released for Production only if UAT meets the following based on the acceptance test plan:
- Functional, Performance & Availability Requirements are completely met; and
- There are zero defect of Severity1, 2 level
- There are [Insert as agreed] defects of Severity 3 & Severity 4 level

[Instructions: More detailed description of the various acceptance criteria is required]

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Title of Project: [Insert Accordingly]
Name of Vendor: [Insert Accordingly]
SOW Reference No.: [Insert Accordingly]

5 Price and Payment Milestones ("Contract Sum for SOW")

The total cost for this SOW is SGD [Insert Final Quoted Fixed Price] exclusive of GST.
Please refer to **Table 1** below for the payment milestones.

S/N	Payment Milestones	Percentage (%)	Amount (SGD)
1	Upon sign off of the SOW by SATS	10%	
2	Upon sign off of Deliverables and Milestones by SATS	30%	
3	Upon sign off of System Integration Test (SIT) by SATS	15%	
4	Upon sign off of User Acceptance Test (UAT) by SATS	30%	
5	Upon sign off of the Warranty Period by SATS	15%	
Grand Total		100%	

Table 1 – Contract Sum for SOW

[Instructions: Milestone 2 can be broken down depending on the project however, to note that milestones 1, 3, 4 and 5 are standard and cannot be amended]

This is to be charged to the following Cost center/Account code or CEA: [Insert Cost Centre/Account Code or CEA]

[Instructions: Please ensure that the Cost Centre/Account Code is included prior to signatures]

The Vendor agrees that the Contract Sum for SOW will be billed in Singapore dollars and all payments required to be made under this SOW shall be made in Singapore dollars and shall not be increased except in accordance with the Change Procedure and Variation clause in the Agreement.

6 Project Schedule

[Instructions: State the time frame and schedule, from initiation till completion, for delivery of each (where possible) of the requirements. The key milestones MUST then be tied back to the Payment Milestones under the Price and Payment Milestone section]

7 Project Contacts

7.1 SATS Contacts

Name	Designation	Role

7.2 Vendor Contacts

Name	Designation	Role

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Title of Project: <mark>[Insert Accordingly]</mark>
Name of Vendor: <mark>[Insert Accordingly]</mark>
SOW Reference No.: <mark>[Insert Accordingly]</mark>

8 Document Sign-Off

For this document to be valid, it must be signed-off by the following parties:

For and on behalf of the Vendor	For and on behalf of <mark>[Insert Name of SATS Entity]</mark>
Prepared by: *[PM of Vendor]*	Requested by: *[Requestor of SOW]*
Name: Designation: Date:	Name: Designation: Date:
Approved by:	Reviewed by: *[Project Manager, Technology]*
Name: Designation: Date:	Name: Designation: Date:
	Endorsed by: *[Team Lead, Technology]*
	Name: Designation: Date
	Approved by: *[Follow SATS Finance Approval Limits]*
	Name: Designation: Date:

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ANNEXURE D – PERSONAL DATA PROTECTION OBLIGATIONS

(reference: Clause 11)

1. The Vendor acknowledges and agrees that, in relation to all Personal Data it may receive or access in connection with this Agreement, it shall, to the extent necessary to allow SATS to comply with Applicable Data Protection Laws:

(a) promptly, and in any event within [ten (10)] calendar days from the receipt of a request from SATS, amend, transfer or delete any Personal Data unless such amendment, transfer or deletion of Personal Data would be in breach of any Applicable Data Protection Laws;

(b) promptly upon becoming aware of it, and in any event within [two (2)] business days, notify SATS about any enquiries or legally binding requests for disclosure of the Personal Data received from any data protection authority or a law enforcement authority, unless prohibited by Applicable Data Protection Laws from making such notification, provided always that in the event such data protection authority or law enforcement authority requests a response within a period that is less than [two (2)] business days, the Vendor shall notify SATS of such request within a reasonable period in advance of the end of such period, unless otherwise prohibited from doing so;

(c) if the Vendor directly receives a request from individuals to whom the Personal Data relates ("**Data Subject**") for access to the Personal Data for that Data Subject, or for the rectification or erasure of such Personal Data or any other request or query from a Data Subject relating to its own Personal Data (including Subjects exercising rights under the Applicable Data Protection Laws, which may include rights of objection, restriction of processing, data portability or the right not to be subject to automated decision making) (a "**Data Subject Request**"), the Vendor will:

(i) promptly notify SATS, and in any event within [two (2)] business days from the Vendor's receipt of the Data Subject Request (without responding to that Data Subject Request, unless it has been otherwise authorised by SATS to do so), including providing details of the Data Subject Request (and any other relevant information SATS may reasonably request);

(ii) where the Data Subject Request relates to an objection to processing, the Vendor shall, promptly and in any event within [ten (10)] calendar days from the receipt of such Data Subject Request, interrupt or avoid starting the processing (including, for the avoidance of doubt, profiling), unless otherwise notified by SATS; and

(iii) where required by SATS, provide such assistance for the purposes of responding to the Data Subject Request;

(d) maintain written records of all the Personal Data processed by the Vendor on behalf of SATS, in such form as may be prescribed by SATS from time to time;

(e) provide training on Applicable Data Protection Laws for all its relevant staff once every two (2) years or such additional frequency as may be prescribed by SATS to ensure that its relevant staff are aware of, and will comply with, the security measures and the Vendor's obligations under this Agreement, such training to include but not be limited to such components as may be guided by SATS to the Vendor in writing from time to time, such components to be appropriately adapted by the Vendor for its relevant staff;

(f)   promptly make available to SATS upon reasonable request, all information necessary to demonstrate compliance with the obligations laid down in Clause 11, this Annexure and Applicable Data Protection Laws. The Vendor shall permit SATS or a third party authorised by it to carry out audits and inspections of the processing of Personal Data by the Vendor, upon reasonable written notice and during normal business hours. For the avoidance of doubt, such inspection shall not relieve the Vendor of any of its obligations under this Agreement;

(g)   promptly inform SATS if, in its opinion, an instruction of SATS infringes Applicable Data Protection Laws;

(h)   immediately notify SATS in writing after the Vendor learns of or reasonably believes that there is any misappropriation, improper, unlawful or unauthorized access to, or disclosure or use of, the Personal Data in the possession and/or control of the Vendor which affects the availability, integrity or confidentiality of Personal Data which is processed by the Vendor under or in connection with this Agreement (collectively, "**Security Breaches**"), of all details of the Security Breach known to the Vendor at the material time, which shall include (1) a description of the nature of the Security Breach including, where possible, the categories and approximate number of Data Subjects and records concerned, (2) the name and contact details of the data protection officer or other contact point where more information can be obtained, (3) a description of the likely consequences of the Security Breach; and (4) a description of any immediate measures taken by the Vendor which are reasonably appropriate to contain, to the extent possible, the Security Breach;

(i)   take reasonable steps or such other steps as may be required by SATS to mitigate any harmful effect of a use or disclosure of the Personal Data in violation of this Agreement or in connection with a Security Breach and shall use reasonable efforts to assist SATS in remediating or mitigating any potential damage from a Security Breach. The Vendor shall further promptly provide SATS with regular status updates on any Security Breach upon request from SATS for the duration of the Security Breach, and shall cooperate with SATS on any actions to be taken to resolve such incident;

(j)   promptly investigate each Security Breach with a view of concluding such investigation as soon as reasonably possible, and the Vendor shall provide SATS with a written report describing the Security Breach, the root cause analysis, actions taken by the Vendor and/or the Vendor's plans for future actions to prevent a similar Security Breach from occurring;

(k)   implement any steps required by SATS to limit, stop or otherwise remedy any actual or suspected Security Breach;

(l)   not disclose to third parties (including any regulatory authority) any information about a Security Breach involving the Personal Data without prior written and express permission from SATS for such disclosure, unless the Vendor is mandatorily required by Applicable Data Protection Laws to do so, in which event the Vendor shall, if permitted under Applicable Data Protection Laws, provide reasonable prior written notice to SATS of such disclosure requirement and allow SATS reasonable time to respond to such notice from the Vendor; and

(m)   where required by SATS, assist SATS with notifying the Security Breach to a Data Subject in accordance with the Applicable Data Protection Law.

2.   Upon request from SATS, the Vendor shall promptly provide a written confirmation to SATS certifying that:

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(a)   The Vendor has provided, and will continue to provide, training on Applicable Data Protection Laws for all its relevant staff in accordance with 1(e) of this Annexure to ensure that they are aware of, and will comply with, the security measures and the Vendor's obligations under Clause 11 and this Annexure; and

(b)   All of the Vendor's relevant staff has, and will continue to undergo such training as referred to in Clause 2(a) in this Annexure, to ensure that they are aware of, and will comply with, the security measures and the Vendor's obligations under Clause 11 and this Annexure.

3. Where the Vendor processes Personal Data on behalf of SATS, the Vendor shall:

(a)   taking into account the nature of the processing, assist SATS by taking the technical and organisational measures as set out in the Appendix to Annexure E, where applicable to the goods and/or services being provided hereunder, for the fulfilment of SATS's obligation to respond to requests for exercising the Data Subject's rights laid down in the Applicable Data Protection Laws; and

(b)   if the Vendor collects Personal Data on behalf of SATS, the Vendor shall, if so required by SATS, use SATS's format of the provision of information to the Data Subjects, and comply with the instructions of SATS as may be issued from time to time to ensure that appropriate consent is obtained by the Vendor on behalf of SATS from the relevant Data Subjects in accordance with the Applicable Data Protection Laws prior to collecting such Personal Data.

The Vendor agrees to enter into an addendum to this Agreement pursuant to which SATS may make modifications to Clause 11 and this Annexure if changes are required for the Vendor to continue to collect, disclose, process or use the Personal Data in compliance with Applicable Data Protection Laws or to address the legal interpretation of Applicable Data Protection Laws, including (i) to comply with any amendments; (ii) to comply with the GDPR and any guidance on the interpretation of its provisions; or (iii) if changes to the membership status of a country in the European Union or the EEA require such modification.

ANNEXURE E – STANDARD CONTRACTUAL CLAUSES

(reference: Clause 11)

1. For the purposes of (i) clause 11.4.2(ix) of the Agreement; and (ii) Article 26(2) of the Directive for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection, [insert name of relevant SATS entity] as SATS or the Company (each a "**Data Exporter**") and [insert name of relevant Contractor] as the Vendor or Contractor (the "**Data Importer**") (each a **party** and together the **parties**) have agreed on the following contractual clauses (the "Clauses") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the Data Exporter to the Data Importer of the personal data concerning customers as specified below.

2. [The principal activities of the Data Exporter consist of [·].

3. The principal activities of the Data Importer is [·]

4. The personal data transferred concern the following categories of data (please specify):

- [name and contact information including home address, home and mobile telephone numbers and personal email address;]

- [date of birth, passport information, to the extent necessary for compliance with local laws;]

- [driver's licence number and type to the extent necessary for compliance with local laws;]

- [emergency contact information;]

- [insert any other information]

The personal data transferred concern the following special categories of data (please specify):

[Please indicate whether the following data is provided to the counterparty: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation]]

Clause 1

Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

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(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub- processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

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The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in the Appendix to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of the Appendix, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub- processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in the Appendix before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorised access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of the Appendix which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of

their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1.   The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

  (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

  (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2.   The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1.   The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2.   The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3.   The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

[deliberately not used]

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Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2.   The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.   The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely England.

4.   The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1.   The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.   The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

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Appendix to the Standard Contractual Clauses

Notices

Any notices regarding the day-to-day obligations should be communicated in writing via email or other written notice to [•] (or their designees).

General Security Practices

The Contractor has implemented and shall maintain appropriate technical and organizational measures to protect personal data against accidental loss, destruction or alteration, unauthorized disclosure or access, or unlawful destruction, including the policies, and procedures and internal controls set forth in this document for its personnel, equipment, and facilities at the Contractor's locations providing services to the Company ("Services").

The Services are set forth in one or more agreements between the Contractor and the Company.

Technical and Organizational Security Measures

3.1. Organization of Information Security

a. **Security Ownership.** The Contractor has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.

b. **Security Roles and Responsibilities.** The Contractor's personnel with access to personnel data are subject to confidentiality obligations.

c. **Risk Management.** The Contractor performed a risk assessment before processing the personal data or offering the Services.

3.2. Human Resources Security

a. **General**. The Contractor informs its personnel about relevant security procedures and their respective roles. The Contractor also informs its personnel of possible consequences of breaching its security policies and procedures. Employees who violate security policies may be subject to disciplinary action, up to and including termination of employment. A violation of this policy by a temporary worker or contractor may result in the termination of his or her contract or assignment with the Contractor.

b. **Training.** The Contractor's personnel with access to personal data receive:

i. annual security awareness and training regarding privacy and security procedures for the Services (including but not limited to recognizing threats and taking safeguards when reading emails and accessing the internet) to aid in the prevention of unauthorized use (or inadvertent disclosure) of personal data;

ii. training regarding effectively responding to security events; and

iii. training is regularly reinforced through refresher training courses, emails, posters, notice boards and other training materials.

3.3. Asset Management

a. **Asset Inventory.** Assets associated with Personal Data and related processing equipment are identified and an inventory of assets is maintained.

b. **Information Classification.** The Contractor classifies Personal Data to help identify it and to allow for access to it to be appropriately restricted.

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c. **Media Handling**
Contractor's personnel:
i. Use trusted devices/corporate laptops/servers with encrypted storage that are configured with anti-malware software. All software including operating system and the anti-malware software on the machines should be updated and patched frequently.
ii. Protect/Encrypt personal data stored on a mobile device and external media, including laptops, smartphones, USB drives and DVDs; and
iii. Take reasonable measures to prevent accidental exposure of Personal Data.

d. **Data Disposal**

The Contractor shall have a documented data disposal strategy that includes identification/detection and secured data removal/disposal of sensitive data in physical/electronic media.

3.4. Personnel Access Controls

a. **Access Policy.** An access control policy is established, documented, and reviewed based on business and information security requirements.

b. **Access Recordkeeping.** The Contractor maintains a record of security privileges of its personnel that have access to personal data, networks and network services.

c. **Access Authorization.**
i. The Contractor must have data access policies which implements the following:
(a) Principle of least privilege access
(b) Regular reviews of personnel needing access to data
(c) Regular reviews of the rights of personnel to grant such access
(d) Traceability of every login to a single person.
(e) Lock-outs of accounts due to failed login attempts
(f) Locking access of unattended laptops/devices after a short predefined time (example 15 minutes)
(g) Secure password/credential storage
(h) Review and Detection of unauthorised access to data where data includes personal data, credentials storage, logs and audit trails.
(i) Logs of access to data and regular reviews of this access.

ii. The Contractor must have password policies that follow industry best practices (example NIST) with password length/complexity requirements.

3.5. Cryptography

a. **Cryptographic controls policy**

i. The Contractor must have a policy on the use of cryptographic controls based on assessed risks.
ii. The Contractor must ensure that the cryptographic standards used adhere to industry standards adopted by US government/military or driven by internet leaders, eg Google and Amazon.

b. **Key management**. The Contractor must have measures for managing keys and detecting any compromise/unauthorised access in its key system.

3.6. Physical and Environmental Security

a. **Physical Access to Facilities**

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     i. The Contractor limits access to facilities where systems that process personal data are located to authorized individuals.

     ii. Access is controlled through key card and/or appropriate sign-in procedures for facilities with systems processing personal data. Each personnel must be registered and is required to carry an access control pass.

     iii. A security alarm system or other appropriate security measures shall be in place in facilities processing Personal Data where practicable, to provide alerts of security intrusions after normal working hours.

b. **Physical Access to Equipment.** The Contractor's equipment that is located off premises is protected by restricting access only to authorized individuals using systems and processes that are in compliance with industry standards.

c. **Protection from Disruptions.** The Contractor uses a variety of industry standard systems to protect against loss of data due to power supply failure.

3.7. Operations Security

a. Operational Policy. The Contractor must maintain policies describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Personal Data and to its systems and networks.
b. The Contractor continues to update its operational processes, procedures and/or practices in a timely manner to ensure that they are effective against the latest threats discovered.
c. Mobile Devices. Mobile devices which are issued by and belonging to the Contractor for purposes of processing Personal Data should have access control measures and remote wipe capability turned on. Procedures should be in place to report and wipe data off lost mobile devices immediately after detection of loss.
d. Backup recovery media, where possible, shall be kept in an encrypted format.

3.8. Communications Security and Data Transfer

a. The Contractor has network policies which implements the following:
a. Segregation and Filtering of Traffic between Internet and Corporate Zones and between the different Corporate Zones
b. Intrusion Detection Capability
c. Access Control and Password Policies on Network Devices
d. Regular Network vulnerability/Penetration tests conducted by an independent third party at least annually.

3.9. System Acquisition, Development and Maintenance

a. **Security Requirements**. The Contractor must adopt reasonable security requirements for the purchase or development of information systems, including for application services delivered through public networks.
b. **Development Requirements**. The Contractor has policies for secure development, system engineering and support. The Contractor conducts appropriate tests for system/application security as part of acceptance testing processes.

3.10. Supplier Relationships

a. **Policies.** The Contractor has information security policies or procedures for its use of suppliers. The Contractor has agreements with suppliers in which they agree to comply with the Company's and/or the Contractor's security requirements.

b. **Management.** The Contractor performs periodic audits on key suppliers and manages service delivery by its suppliers and reviews security against the agreements with suppliers.

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3.11. Information Security Incident Management

a. **Response Process.** The Contractor maintains a record of information security breaches with a description of the breach, the consequences of the breach, the name of the reporter and to whom the breach was reported, and the procedure for recovering data. Further, the Contractor should have robust incident handling and response processes that includes the containment of threat, investigation, recovery and restoration of services.

3.12. Information Security Aspects of Business Continuity Management

a. **Planning.** The Contractor maintains emergency and contingency plans for the facilities in which the Contractor's information systems that process Personal Data are located.

b. **Data Recovery.** The Contractor's redundant storage and its procedures for   recovering data are designed to attempt to reconstruct Personal Data in its original state from before the time it was lost or destroyed.

3.13 Audit and Assessment

The Company reserves the right to perform an onsite audit for the purpose of completing the Company's due diligence in security matters upon reasonable request. The Contractor shall permit the Company or a third party authorised by it to carry out such audit, upon reasonable written notice and during normal business hours. The Contractor may require the Company and/or such third party auditor to enter into a confidentiality agreement before permitting it to carry out an audit. Unless such audit or inspection has been necessitated by a material security breach by the Contractor, such audit shall be carried out at the Company's expense.

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