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**AGREEMENT FOR THE REPLACEMENT, SUPPLY, INSTALLATION AND COMMISSIONING OF  
SERVERS AND ASSOCIATED SOFTWARE FOR SATS AIRFREIGHT TERMINAL 6  
INVENTORY CONTROL SYSTEM**

**SATS AIRPORT SERVICES PTE LTD  
("SAS")**

**[•]  
("Vendor")**

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## AGREEMENT FOR THE SUPPLY, INSTALLATION AND DELIVERY OF SERVERS AND ASSOCIATED SOFTWARE FOR AFT 6 ICS INVENTORY CONTROL SYSTEM

**THIS AGREEMENT** is made on the \_\_\_\_ day of \_\_\_\_ 2020 between

1. **SATS AIRPORT SERVICES PTE LTD (Co. Registration No. 198500561R)**, a company incorporated in Singapore and having its registered office at 20 Airport Boulevard, SATS Inflight Catering Centre 1, Singapore 819659 (hereinafter referred to as "**SAS**"); and
2. \_\_\_\_\_ (**Co. Registration No. \_\_\_\_\_**), a company incorporated in Singapore and having its registered office at \_\_\_\_\_ (hereinafter referred to as "**Vendor**").

Collectively, the "**Parties**" and individually, a "**Party**".

### WHEREAS

- (A) SAS wishes to engage the Vendor to provide certain services, products, equipment and/or software relating to the supply, delivery, installation, commission, implementation and support of the System (defined below) for use by SAS and the Authorized Users (defined below) subject to the terms and conditions set out in this Agreement.
- (B) This Agreement sets out the terms and conditions upon which the Vendor accepts such engagement.

### NOW IT IS AGREED AS FOLLOWS:

#### 1 DEFINITIONS AND INTERPRETATIONS

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

**Acceptance Date(s)** means the date on which SAS accepts the System in accordance with clause 4.

**Acceptance Tests** means the acceptance tests to be implemented by SAS for the System in accordance with clause 6 and **Annex G** (Acceptance Plans), and shall where the context requires, include the **First Repeat Acceptance Tests** and **Second Repeat Acceptance Tests**.

**Acceptance Plan** means the acceptance criteria set out in **Annex G** (Acceptance Plans).

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

**Change Request** has the meaning ascribed in clause 12.

**Contract Sum** means the total sum payable for the Project in accordance with clause 9 and Change Request in accordance with clause 12.

**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 SAS 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.

**Detailed Specifications** means the written description and specifications of the System, including but not limited to the functionalities and other specifications of the Software

together with any required Services and Documentation, to be prepared by the Vendor (and accepted in writing by SAS) in accordance with clause 3 as amended from time to time pursuant to clause 12 and which shall be deemed to be incorporated in this Agreement.

**Documentation** means all manuals, user instructions, specifications and other documentation whether in printed or electronic form in respect of the Project, including (without limitation) the Detailed Specifications and Project Schedule, to be prepared by the Vendor and accepted by SAS.

**First Repeat Acceptance Test** shall have the meaning set out in clause 6.5.

**Force Majeure Event** shall have the meaning ascribed in clause 19.

**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 the equipment to be operated in conjunction with the Software as part of the System as prescribed in and confirming with the requirements of **Annex D** (Deliverables), **Annex E** (SAS Requirements) and the Detailed Specifications, and any other hardware which may be procured by the Vendor for use by SAS under this Agreement.

**Intellectual Property Infringement** shall have the meaning set out in clause 15.4.

**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 Agreement** shall have the meaning set out in clause 16.4 and be in the form set out in **Annex P** (Form of Maintenance Agreement).

**Open Source Licence** means 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.

**Operational Cutover** means the date on which (a) the Software is loaded onto the production machines/environment ready for operational use and in conformity with the Detailed Specifications and in accordance with the Project Schedule and (b) is accepted, acknowledged and certified in writing by SAS as Operational Cutover having been satisfied. For the avoidance of doubt, any testing or pilot run shall not constitute readiness for operational use.

**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 SAS 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).

**Project** means the development, implementation and provision of the System and the Services in accordance with the Detailed Specifications and the terms of this Agreement.

**Project Schedule** means the timetable for implementation of the Project as described in **Annex B** (Project Schedule).

**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 Services, as provided in **Annex D** (Deliverables).

**SAS Requirement** means the written statement prepared by or on behalf of SAS and as described in **Annex E** (SAS/RFP Requirements) indicating the business or other applications to be computerized and the functional and performance criteria that the System must meet.

**Second Repeat Acceptance Test** shall have the meaning set out in clause 6.6.1.

**Services** means the works to be undertaken by the Vendor as may be set out in **Annex E** (SATS/RFP Requirements) relating to the Project, including but not limited to the services as may be further described in this Agreement, the Detailed Specifications, clause 2 of this Agreement and all necessary, associated and ancillary services relating to the design, development, delivery, installation, testing, commissioning, implementation, operation and support of the System.

**Service Level** shall have the meaning ascribed to in **Annex H** (Service Levels).

**Service Level Credits** shall have the meaning ascribed to it in **Annex H** (Service Levels).

**Site** means **SATS Air Freight Terminal 6** or the location(s) designated and agreed between the Parties for the delivery and installation of the System or any part thereof.

**Software** means the software programs to be developed and/or installed and/or implemented by the Vendor for SAS for use as part of the System, as prescribed in and conforming with the requirements of **Annex D** (Deliverables), **Annex E** (SAS Requirements) and the Detailed Specifications, and all modifications, bug fixes, corrections, substitutions, improvements, enhancements, additions, updates and upgrades thereto made by the Vendor pursuant to this Agreement.

**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://scw-cdn-prd-sea.azureedge.net/docs/default-source/tender-documents/sats-supplier-code-of-conduct.pdf?sfvrsn=e25a8a63\\_0](https://scw-cdn-prd-sea.azureedge.net/docs/default-source/tender-documents/sats-supplier-code-of-conduct.pdf?sfvrsn=e25a8a63_0).

**System** means the system described in **Annex D** (Deliverables) which shall include (a) the Hardware, (b) the Software and (c) any other computer software application, operating or utility software system, or any computer software development tool, to be developed and delivered by the Vendor, including without limitation all specifications, documentation and other materials relating thereto, running together with the Hardware and other applicable software or hardware.

**Targeted System Completion Date** means the date specified in the Project Schedule by which completion of the entire Project, ready for operational use, is targeted to be achieved.

**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 if imposed on the overall income of a Party.

**Variation Order** shall have the meaning set out in **Annex J** (Variation Order).

**Vendor Team Members** means the personnel from the Vendor assigned or designated to carry out the Project in accordance with clause 2.3.2.

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

**Warranty Period** means the period of [twelve (12)] months commencing on the date immediately following the Operational Cutover, and shall include any extended period in accordance with the terms of this Agreement.

- 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, and the Annexes are to recitals and clauses of and the annexures to this Agreement and references to this “**Agreement**” shall mean this Agreement and the Annexes.
- 1.5 Headings are inserted for the ease of reference only and shall not affect the construction thereof.
- 1.6 Unless otherwise specifically provided, all references in this Agreement to dollar amounts shall be in Singapore Dollars.
- 1.7 References in this Agreement to ‘working days’ or “Business Days” shall exclude Saturdays, Sundays, and all gazetted public holidays in Singapore.
- 1.8 References in this Agreement to “**SAS**” shall where the context so requires include a reference to “**SAS users**” and/or “**Authorized Users**” as herein defined.
- 1.9 References in this Agreement to “**SAS users**” or expressions of similar meaning and effect shall extend to such entities which (i) is a holding company of SAS or are related, associated or affiliated companies of SAS or (ii) SAS controls, directly or indirectly. For the purposes of this Agreement, the expression “**control**” in the relevant context shall mean either (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.
- 1.10 In this Agreement, unless specified otherwise:-
  - 1.10.1 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
  - 1.10.2 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.

## 2. SCOPE OF PROJECT AND OBLIGATIONS

- 2.1 SAS hereby appoints the Vendor and the Vendor hereby accepts such appointment, to undertake the Project, to design, develop, install and deliver the System, and to provide the Services to SAS in accordance with and subject to the terms of this Agreement.
- 2.2 In particular, but without limiting the generality of clause 2.1, the Vendor shall, in accordance with the Project Schedule:
- 2.2.1 prepare the Detailed Specifications in accordance with clause 3;
  - 2.2.2 design, develop, deliver, install, test, commission, implement and support the System in accordance with the Detailed Specifications at the Site;
  - 2.2.3 perform the Services as may be set out in **Annex E** (SAS/RFP Requirements), and deliver and complete the installation of the System (including the Hardware as applicable) at the Site;
  - 2.2.4 supply all deliverables (including the Documentation) as required under this Agreement;
  - 2.2.5 assist SAS in conducting the Acceptance Tests, commissioning and implementing the System; and
  - 2.2.6 provide training and instruction (including training materials) to SAS in respect of the operational and technical maintenance of the System on a regular basis in accordance with **Annex F** (Training).
- 2.3 The Vendor shall:
- 2.3.1 implement the Project 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;
  - 2.3.2 use appropriately qualified and skilled personnel to provide the Project. The Vendor shall assign and use the staff identified as the “**Vendor Team Members**” in **Annex C** (Project Organisation Chart and Project Team) to perform its obligations under this Agreement, and agrees that there will not be any change to such staff without the prior written approval (including as to the replacement staff) of SAS (in its sole discretion). SAS may at its discretion require the Vendor to substitute any of the staff identified as a Vendor Team Member;
  - 2.3.3 adhere to (a) SAS’s administrative procedures applicable to the Vendor and/or the provision of the Services and/or the System; and (b) SAS’ instructions, requirements and guides (including but not limited to those guides listed in **Annex N** (Guides) issued from time to time in relation to the Project and which may be revised by SAS (in its sole discretion) from time to time;
  - 2.3.4 adhere to the IT Security Requirements set out in **Annex L** (IT Security Requirements) and which may be revised from time to time;
  - 2.3.5 conform with any laws, statutory orders, regulations and standards applicable to the Project including, but not limited to any applicable regulations of telecommunications or media utility companies or bodies, and apply for all necessary licenses or permits required for the implementation of the System;
  - 2.3.6 ensure the members of the Vendor Project Management Team attend progress meetings as required by SAS, and prepare and deliver a progress report in writing to SAS in time for discussion at the next progress meeting. This report will include a report on the progress of the Project and such other matters as SAS may require.

- 2.3.6 cooperate fully with SAS and SAS's project manager (if any) and with other vendors or service providers of SAS of products, services or related software systems which interface or are operated or to be operated as part of or in conjunction with the System or any part thereof, as and when directed by SAS in connection with the System, and in good faith assist in, participate and contribute to discussions or matters raised by SAS with a view to determining and implementing a reasonably practical solution to issues arising in relation to the interfacing and connection of the System to such products services and systems.
  - 2.3.7 ensure that it will, in accordance with clause 16.2, resolve any problems/issues arising from the interfacing of the System with the products, services or related software systems of other third party vendors which interface or are operated or to be operated as part of or in conjunction with the System or any part thereof and this will be duly resolved without prejudice to the Vendor's obligations to perform the Services and deliver and install the System with no additional costs to SAS. This includes modifying the source codes, if necessary.
- 2.4 The Vendor represents, warrants and undertakes:
- 2.4.1 it has the right power and authority to enter into this Agreement;
  - 2.4.2 that it has the rights necessary to perform its obligations hereunder;
  - 2.4.3 that (a) its title to and property in the Hardware, the Software, and any other part of the System, and the Documentation is free and unencumbered and will be transferred, assigned and/or granted to SAS 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;
  - 2.4.4 that all items supplied by the Vendor to SAS under this Agreement do not (whether alone or in any combination) infringe any Intellectual Property Rights, and it is not aware of any claims of the Intellectual Property Rights in the Software or the System that would be inconsistent with the performance of its obligations under this Agreement;
  - 2.4.5 that the Documentation, training and/or instruction the Vendor shall provide to SAS' technical support staff and users will be complete, up-to-date, sufficient and adequate so as to enable SAS to make full and proper use of the System and to interface with other software systems related to the System without reference to any person or document;
  - 2.4.6 in accordance with clause 16.2, to provide prompt receipt, analysis and resolution of any technical problems notified by SAS to the Vendor;
  - 2.4.7 to provide, without additional charge to SAS, any software upgrades as may be necessary to ensure the proper and improved functioning of the Software to meet the System objectives (including, without limitation, as described in the SATS Requirement) and the Detailed Specifications. SAS shall have the right to waive or delay any software upgrade, which waiver or delay shall not prejudice the right of SAS in relation to future software upgrades;
  - 2.4.8 that all Software and Hardware provided pursuant to this Agreement shall be fit for the purpose for which it was provided, and will meet with the Detailed Specifications and other requirements under this Agreement; and
  - 2.4.9 to undertake such other acts and things in connection with the Project as SAS may request.

- 2.5 The Vendor further warrants and undertakes to allow SAS (including any professionals or other parties authorized by SAS for this purpose), from time to time, upon SAS giving notice to the Vendor, to audit the Vendor and/or its authorized representatives or licensors during normal office hours to ascertain whether the Project and the Services are being performed satisfactorily, and to further allow SAS audit rights of access and information in relation to financial, accounting, legal and regulatory position of the Vendor, to ascertain the continued suitability of the Vendor to provide the System and the Services pursuant to this Agreement.
- 2.6 Where the Vendor and its subcontractors (if any) and its authorized personnel has been granted access to SAS' premises in connection with the Vendor's performance of its obligations under this Agreement, the Vendor will comply and will ensure that its employees, subcontractors (if any) and other authorized personnel comply, with SAS' site or office regulations (including its working arrangements with other vendors or contractors) and other instructions whilst at SAS' premises, and with the Terms and Conditions on Usage of Resources set out in **Annex L** (Terms and Conditions of Usage of Resources) as revised from time to time. The Vendor warrants and procures that the Vendor's employees, subcontractors (if any) and other authorized personnel of the Vendor performing the Services pursuant to this Agreement are or shall be bound by confidentiality obligations substantively similar to those contained herein.
- 2.7 The review, comments, requirements, instructions, directions, or approvals (collectively referred to in this Clause 2.7 as "**SAS' directions**") made or given by SAS pursuant to this Agreement shall not relieve the Vendor of any of its responsibilities and obligations under this Agreement, including, to deliver the System and perform the Services. SAS shall advise the Vendor in writing the name of the person who shall be SAS' authorized representative and the authorized representative shall be the only person authorized by SAS to make or provide SAS' directions on behalf of SAS and only those SAS' directions that are in writing and issued by SAS' authorized representative shall be valid. Any SAS directions made or provided by any other person including, without limitation, any employee, servant, agent, representative (other than the aforesaid authorized representative) or contractor of SAS shall not be treated as authorized by SAS and shall not be valid or binding on SAS.
- 2.8 Title to any parts (whether Hardware or Software) installed into the System as part of the Project will pass to SAS upon the earlier of (a) payment pursuant to Clause 9 for the Services during which such parts were installed; or (b) installation or deployment of the parts. Risk to such parts will pass to SAS upon Operational Cutover or, in the case where Clause 16.3 is applicable, upon acknowledgement of acceptance by SAS, in each case without prejudice to the Vendor's obligations under this Agreement, including the obligation to complete and deliver the Project and to perform the Services in accordance with the terms of this Agreement, and on the basis that such acknowledgement by SAS shall not constitute an agreement that the System/Services (including the parts) comply with such requirements, or constitute a waiver of any of SAS' rights under this Agreement.

### 3. PREPARATION AND APPROVAL OF THE DETAILED SPECIFICATIONS

- 3.1 Upon the execution of this Agreement, the Vendor shall prepare the Detailed Specification based on the SAS Requirement, and within the time period set out in the Project Schedule.
- 3.2 The Documentation shall be prepared by the Vendor based on and in accordance with the Detailed Specification, and within the time period set out in the Project Schedule.
- 3.3 Upon completion of the Detailed Specifications and/or the Documentation, the Vendor shall immediately submit the same for SAS' approval as follows:
- 3.3.1 SAS shall, within fourteen (14) working days of receipt of the Detailed Specifications and/or Documentation, serve written notice upon the Vendor to either approve or reject the same, with such comments and/or requests for amendment as SAS shall judge appropriate.

- 3.3.2 the Vendor shall take into account of all comments and/or requests for amendment received from SAS pursuant to the above, and shall incorporate the same in a revised version of the Detailed Specifications and/or Documentation, which will be delivered to SAS within fourteen (14) days from the date on which SAS served its written notice.
- 3.3.3 the process described above shall be repeated until such time as SAS has approved (or shall be deemed to approve, in accordance with the above procedures) the Detailed Specifications and /or Documentation.

#### **4. PROGRAMMING AND SOFTWARE DOCUMENTATION**

- 4.1 Upon SAS' approval of the Detailed Specifications pursuant to clause 3, the Vendor shall immediately commence work on the Project in accordance with the Project Schedule and Detailed Specifications. Such work includes but is not limited to Software development, procurement and installation of Hardware, procurement of other hardware and software, and preparation of the Documentation.
- 4.2 The Vendor shall complete all stages of the Project and Documentation in accordance with the Project Schedule and the Detailed Specifications.
- 4.3 In carrying out the Project, and specifically with reference to the creation of the Software, the Vendor shall not:
  - 4.3.1 incorporate software subject to an Open Source Licence into, or combine software subject to an Open Source Licence with, the Software or a derivative work thereof;
  - 4.3.2 distribute software subject to an Open Source Licence in conjunction with the Software or a derivative work thereof; and
  - 4.3.3 use software subject to an Open Source Licence in the development of a derivative work of the Software;

without the prior written approval of SAS.

#### **5. DELIVERY AND INSTALLATION**

- 5.1 The Vendor shall deliver, install, test, commission and implement the System and Documentation to the Site in accordance with the Project Schedule and Detailed Specifications.

#### **6. TESTING AND ACCEPTANCE**

- 6.1 SAS shall conduct system tests and Acceptance Tests on the System in accordance with **Annex G** (Acceptance Plans), the Detailed Specifications and the Project Schedule.
- 6.2 Prior to such system tests and Acceptance Tests, SAS and the Vendor shall each nominate one or more representatives to be present during the respective tests, or if agreed between the Parties, available for consultation during the respective tests.
- 6.3 Following installation of the Hardware and the Software, the Vendor shall submit the Hardware and the Software to the system tests to ensure that the Hardware and Software conform to requirements in the Detailed Specifications, and are ready for the Acceptance Tests in accordance with the Project Schedule. The Vendor must rectify any non-conformance of the Hardware and/or the Software with such requirements at no additional cost to SAS.

- 6.4 Acceptance of the System will take place on the date of the written acknowledgement by SAS to the Vendor of its acceptance of the System and this written acknowledgement shall be sent within ten (10) working days from the date of successful completion of the Acceptance Tests.
- 6.5 If the System fails the Acceptance Tests then SAS may require the Vendor to forthwith implement free of charge such alterations or modifications to the System and/or related Documentation as SAS shall in the circumstances at its sole discretion judge necessary. The alterations and modifications to the System and/or related Documentation shall be completed within fourteen (14) days of the date of the aforesaid failure (the **"First Repeat Acceptance Tests"**) so as to enable the Parties to repeat the Acceptance Tests in the presence of the Vendor's representative(s). The Vendor shall not charge SAS for the cost of such alterations and modifications to the System and the cost of the First Repeat Acceptance Tests, which shall include the cost of attendance by the Vendor's representative(s) at the First Repeat Acceptance Tests.
- 6.6 If the System fails the First Repeat Acceptance Tests, SAS may at its option:
- 6.6.1 require the Vendor by written notice to forthwith implement free of charge such further alterations or modifications to the System and/or Documentation as SAS shall in the circumstances and at its sole discretion judge necessary to enable the System to pass repeat Acceptance Tests (the **"Second Repeat Acceptance Tests"**). The Second Repeat Acceptance Tests shall be carried out by SAS in the presence of the Vendor's representative(s). The Vendor shall not charge SAS for the cost of such alterations and modifications to the System and the cost of the Second Repeat Acceptance Tests, which shall include the cost of attendance by the Vendor's representative(s) at the Second Repeat Acceptance Tests. If the Vendor has not completed such alterations or modifications to the System and/or Documentation within thirty (30) days of the First Repeat Acceptance Tests, or if the System shall fail the Second Repeat Acceptance Tests, then SAS shall be entitled to proceed at its option under either clause 6.6.2 or 6.6.3; or
  - 6.6.2 accept the System subject to such refund of the charges in respect of the Project as the Vendor and SAS shall agree. If the Parties fail to agree to such refund within thirty (30) days of failure of the First Repeat Acceptance Tests or Second Repeat Acceptance Tests pursuant to this Agreement, then SAS shall, at its sole option, be entitled either to refer the matter for resolution in accordance with the dispute resolution procedure set out in clause 23 or reject and terminate this Agreement, in accordance with clause 6.6.3; or
  - 6.6.3 reject the System and terminate this Agreement without prejudice to any other rights or remedies to which SAS may be entitled hereunder or at law.
- 6.7 The issuance of any interim acceptance certificate for some parts of the System which have successfully completed the Acceptance Tests shall be without prejudice to SAS' right to reject the entire System in the event the other parts of the System and/or the entire System fails to pass the Acceptance Tests.
- 6.8 The Vendor shall provide SAS with all such assistance and advice as it shall from time to time require in the process of, or for the purpose of testing the System pursuant to this Agreement.
- 6.9 Two (2) copies of the final and latest versions of the source code and the object code of the Software and Documentation relating to the System shall be delivered, in complete, accessible and readable form, by the Vendor to SAS for SAS' within seven (7) days from the Acceptance Date. Where, from time to time, enhancements, error corrections, or any upgrades developments or improvements to the Software or System are made by the Vendor pursuant to this Agreement, the Vendor shall, within seven (7) days of such change being effected to the Software, deliver to SAS no less than two (2) copies of the revised versions of the source code and object code of the Software and/or revised Documentation in complete, accessible and readable form.

For the avoidance of doubt, the source code and the object code to be delivered to SAS shall include the source code and object code of third party proprietary matter contained in the System created or owned by the Vendor not for the specific and sole purpose of this Project but which is contained in the System for which the Vendor grants to SAS the rights set forth in Clause 15.2.

## 7. SERVICE STANDARDS

- 7.1 At all times, the Vendor shall perform the Services so as to meet or exceed the Service Levels as contained in **Annex H** (Service Levels) and shall, at a minimum, comply at all times with the requirements of the Service Levels.
- 7.2 The Vendor acknowledges that the non-performance of the Services in accordance with the Service Levels may cause dramatic and immediate impact on SAS, SAS users, and/or Authorized Users by way of one or more of the following:
  - 7.2.1 loss of revenue;
  - 7.2.2 increased expenses;
  - 7.2.3 diminished service quality to the customers of SAS, SAS users and/or its Authorized Users; and
  - 7.2.4 damage to the goodwill, reputation, image, prestige, trademarks or trade names of SAS, SAS users and/or that of its Authorized Users.
- 7.3 Without limiting any other right which SAS 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 **Annex H** (Service Levels).
- 7.4 The Vendor shall perform the Services so as to meet the best industry and professional standards and practices, and the Service Levels.
- 7.5 Without limiting any other obligation as set out in this Agreement, the Parties agree to the concept of continuous improvement to the Services, and the Vendor shall perform regular reviews of the System, and advise SAS in relation to any improvements and developments that may be necessary, desirable or expedient.
- 7.6 In the event the Vendor fails to meet the Service Levels as contained in **Annex H** (Service Levels), SAS shall be entitled to the payment of Service Level Credits in the circumstances contemplated in **Annex H** (Service Levels). Should the Vendor fail to meet the Service Levels on more than three (3) occasions, SAS 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.

## 8. REFRESH

- 8.1 The Vendor shall use technological advancements and improvements in the provision of the System and undertake Refresh without additional charge to SAS. Refresh will not be deemed to result in new services or additional costs or charges to SAS.
- 8.2 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 SAS to take advantage of technological advancements and to support SAS' efforts to maintain competitiveness in the markets in which it competes. In particular, the Vendor shall provide SAS with information and material relating to new information processing technology developments and trends,

including new software and equipment developments that would or is expected to have an impact on the Services.

- 8.3 Without limiting any other provision in this Agreement, SAS' approval will be required for any changes that may (whether directly or indirectly) involve, introduce or cause risk to SAS' business or any charges under this Agreement or any other costs that SAS may incur or be liable for.
- 8.4 All Refresh must be approved by SAS in advance and must be implemented in accordance with the technology, security and architectural standards dictated by SAS or any other conditions or restrictions which may be prescribed by SAS as a condition to such approval.
- 8.5 SAS shall have the right to waive or delay the implementation of Refresh

## 9 CONTRACT SUM AND PAYMENTS

- 9.1 Subject to any changes agreed to in writing by the Parties, the Contract Sum for the Project shall be set out in Part 1 of **Annex A** (Contract Sum and Payment Schedule), exclusive of any GST thereon chargeable.
- 9.2 The Vendor agrees that the Contract Sum, and any other charges quoted in this Agreement, shall not be increased except in accordance with clause 12.
- 9.3 The Contract Sum (together with GST thereon) shall be paid by SAS in accordance with the payment schedule set out in **Annex A** (Contract Sum and Payment Schedule), after receipt of invoice from the Vendor. Each invoice for the relevant part of the Contract Sum or the charges, as the case may be, shall be issued to SAS after the corresponding relevant stage of the Project or the Services has been duly completed by the Vendor and accepted by SAS in accordance with this Agreement, specifying the amount payable by SAS and attaching evidence of acceptance of deliverables by SAS. SAS shall pay all undisputed charges within sixty (60) days of receipt of an invoice. If SAS fails to make such payment due and payable by it within the said sixty (60) days, the Vendor shall provide to SAS a written reminder that would allow SAS to make payment within ninety (90) days of the original due date.
- 9.4 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 23.
- 9.6 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.
- 9.7 Unless otherwise specified herein or agreed, all permits, licenses, royalties and fees whatsoever claimable by or payable to any person, firm or corporation or government or in 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 Contract Sum, and shall be for the account of the Vendor and shall not be charged to SAS.
- 9.8 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. SAS 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.

- 9.9. 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.

## 10 LATE COMPLETION

- 10.1 If the Vendor fails to complete the entire System by the Targeted System Completion Date, the Vendor shall pay to SAS, by way of liquidated damages, the weekly sum equivalent to of one percent (1%) of the Contract Sum, commencing on the day after the Targeted System Completion Date and expiring on the Acceptance Date, subject to a maximum of ten percent (10%) of the Contract Sum. In the event that such delay is for a period of less than seven (7) days, the amount of liquidated damages payable shall be pro-rated accordingly. Such payment shall be without prejudice to the Vendor's obligation to complete the Services as soon after the Targeted System Completion Date as possible.
- 10.2 If the Vendor fails to achieve completion of the System by more than ten (10) weeks after the Targeted System Completion Date, SAS shall be entitled to terminate this Agreement with immediate effect on giving written notice to the Vendor. Such right shall be without prejudice to any other rights or remedies SAS may have hereunder or at law to.

## 11. SECURITY DEPOSIT

- 11.1 The Vendor shall, no later than seven (7) days from the date of this Agreement, furnish a security deposit (the "Deposit") by way of (a) cash; or (b) a banker's guarantee issued in accordance with **Annex O** (Form of Banker's Guarantee), by a reputable bank acceptable to SAS, on terms prescribed by SAS, valid up to and including the date falling three (3) months after the Warranty Period. The amount of the Deposit shall be a sum in Singapore Dollars equivalent to five percent (5%) of the Contract Sum.
- 11.2 The Deposit shall be refunded after the expiry of the Warranty Period if the Vendor fulfils all the terms and conditions and obligations of this Agreement. The refund of the Deposit shall be made in Singapore currency by way of a cheque drawn on a bank in Singapore, or, if requested by the Vendor, by the return of the banker's guarantee. If the Vendor breaches this Agreement, the Vendor shall forfeit part or the whole of the Deposit to SAS, the actual amount of forfeiture to be determined by SAS, and the balance thereof, if applicable, shall be refunded to the Vendor. No interest shall be paid on the Deposit or upon refund thereof.

## 12. CHANGE PROCEDURE AND VARIATIONS

- 12.1 The Vendor shall carry out the Project in accordance with the Detailed Specifications and Project Schedule. SAS may, in writing request from time to time changes to any part of the Project. In the event that any change in the scope or nature of the Project is proposed, the Parties hereby agree that the procedures set out in this clause 12 shall be adhered to in effecting any such change.
- 12.2 Change requests raised under this Agreement shall be in the format attached as **Annex I** (Change Request Form) or such written form as may be agreed between the Parties ("**Change Request**"). Unless otherwise agreed, Change Requests shall be conducted in the following manner:
- 12.2.1 SAS may submit a Change Request detailing requested variations to the Vendor who shall provide SAS an assessment of the impact to the Project Schedule and the cost to undertake an evaluation of the proposed Change Request, as the case may be.
- 12.2.2 Upon SAS' written approval to proceed to implement the proposed Change Request, Vendor shall implement the agreed changes, and incorporate the changes into the Detailed Specifications, the Documentation, the Contract Sum and other agreed annexes

and give revised copies of the affected annexes, Detailed Specifications and Documentation to SAS accordingly.

- 12.2.3 Approved Change Requests shall be executed by both Parties by a Variation Order in the form set forth in **Annex J** (Variation Order) or as may be otherwise agreed in writing between the Parties.
- 12.3 All change requests, and the corresponding written approvals thereof, shall form an integral part of this Agreement and be added as an addendum to this Agreement. The Vendor shall commence work based on the Change Request only upon receipt of approval by SAS. Until any Change Request is formally agreed to by the Parties, the Vendor shall continue to perform and be paid for the Project as if the Change Request had not been made.
- 12.4 The Vendor may propose changes to the Project for SAS' consideration.

### 13. CONFIDENTIALITY

- 13.1 For the purposes of this Agreement, "**Confidential Information**" means any information of or relating to SAS, or provided by SAS to the Vendor, that the Vendor will obtain in the course of carrying out the Project, or in connection with this Agreement, and includes the terms of this Agreement, non-public Data, the Project and all non-public information (written or oral, tangible or intangible, in electronic format or otherwise) concerning the business and affairs and the operations and systems of SAS, SAS users and its Authorized Users and customers. Any information which the Vendor has received or will receive from SAS that is marked as "Confidential" or "Proprietary" or with words to similar effect shall also be considered Confidential Information.
- 13.2 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 SAS in writing; (b) the Confidential Information is or subsequently becomes publicly available without the Vendor being in breach of any obligation owed to SAS; (c) the Confidential Information become known to the Vendor from a source other than SAS other than by a breach of an obligation of confidentiality; or (d) the Confidential Information is independently developed by the Vendor. Each Party agrees and acknowledges that Confidential Information shall only be used for the purposes of the Project and/or in performing its obligations under this Agreement. The Vendor agrees and acknowledges that Confidential Information shall only be used for the purposes of the Project and/or in performing its obligations under this Agreement. For the avoidance of doubt, in the event that any Confidential Information is shared by the Vendor with the Vendor's Affiliates, the Vendor warrants and procures that Vendor's Affiliates are bound by confidentiality obligations substantively similar to those contained herein.
- 13.3 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 13. 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 13, including, if required by SAS, procuring written undertakings of confidentiality in favour of SAS.
- 13.4 Upon request, and upon termination or expiry of this Agreement, the Vendor shall (as requested by SAS in writing) (a) immediately return to SAS all materials relating to the Project, the provision of the Services, and this Agreement (including copies thereof) and/or (b) destroy such materials (or copies) to SAS' satisfaction, as determined by SAS at its sole discretion. The Vendor shall confirm in writing to SAS within three (3) Business Days that it has complied with its obligations under this clause 13.4.
- 13.5 The provisions of this clause 13 shall survive, and continue to be binding on the Vendor after the termination or expiry of this Agreement.

**14. DATA**

14.1 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 SAS during performance or for the purposes of the Services, then without prejudice to the provisions of clause 13 and **Annex L** (IT Security Requirements), the Vendor and its personnel shall:

- (a) use and/or hold such Data for the purposes and in the manner directed by SAS 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 SAS, 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
- (d) return to SAS or destroy such Data on request or termination or expiry of this Agreement (whichever is sooner) in accordance with clause 13.5.

14.2 All Data remains the sole and exclusive property of SAS 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 SAS. 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 SAS' 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 expiry or termination of this Agreement.

14.3 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 SAS upon the expiry or termination of this Agreement.

**14.4 Protection of Personal Data**

- (a) 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 SAS, adhere to the requirements of the PDPA, other Applicable Data Protection Laws and this Clause;
  - (ii) the Vendor shall be liable for its use and processing of the Personal Data and undertakes to fully indemnify SAS 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 SAS breaching the PDPA and/or other Applicable Data Protection Laws.
- (b) 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 SAS from time to time, except where required under Applicable Data Protection Laws, in which case, the Vendor shall notify SAS 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 SAS' security policies, standards, requirements and specifications, as notified to the Vendor by SAS 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 SAS and the Vendor, for similar types of information;
- (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 SAS (as the case may be) ("**Retention Period**");
- (vi) promptly return, delete or destroy the Personal Data forthwith upon being required by SAS, or upon the expiry of the Retention Period. The Vendor shall promptly confirm at SAS' request that its obligations herein in respect of the return, deletion and destruction of Personal Data are complied with, and in addition shall notify SAS within ten (10) calendar days of the deletion of any Personal Data in accordance with this Clause;
- (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; and
- (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 SAS, and if consent is given, to transfer Personal Data outside Singapore only in accordance with the Applicable Data Protection Laws, SAS' IT security policy and all reasonable instructions of SAS. The Vendor shall also specify the countries and territories to which the Personal Data may be transferred.

## 15. INTELLECTUAL PROPERTY RIGHTS & LICENCES

- 15.1 All Intellectual Property Rights comprised in the System and any Documentation as well as any and all other materials or part thereof created or developed by the Vendor for SAS for the purposes of this Project (as may be more particularly set out in **Annex D** (Deliverables) and/or **Annex E** (SAS/RFP Requirements)), shall, unless otherwise expressly agreed between the Parties, be deemed to be irrevocably transferred, assigned to and/or vested in SAS on a perpetual, irrevocable and unconditional basis, on and from the date of creation of the same without further charge. If required by SAS, 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 SAS under this Agreement. For avoidance of doubt, unless otherwise expressly agreed, the Vendor shall have no right to sublicense, assign or transfer the source or object codes of the Software and/or related Documentation to any third party.

- 15.2 Where the Vendor does not so create or own such Intellectual Property Rights for the purposes of the Project, the Vendor shall obtain and maintain at all times for SAS all necessary licences of Intellectual Property Rights for any third party proprietary matter contained in the System to enable SAS to use and operate the System (without further costs to SAS).

For the avoidance of doubt, such third party proprietary matter shall include such software created or owned by the Vendor but not for the specific and sole purpose of this Project and contained in the System for which the Vendor hereby grants to SAS the following rights without further charge:

- (a) a worldwide, irrevocable, fully paid-up, royalty-free and transferable licence in perpetuity to directly or indirectly use, make, sell, offer for sale, reproduce, distribute, publicly perform and otherwise dispose of the software created or owned by the Vendor; and
  - (b) a right to combine the aforesaid software with any hardware, software or technology whether as part of the System or in combination with any other hardware, software or technology.
- 15.3. The Vendor represents, warrants and undertakes to SAS, as a continuing warranty, that this Agreement and the performance of the Services and Refresh by the Vendor hereunder, shall not breach or otherwise infringe the Intellectual Property Rights of any other parties.
- 15.4. The Vendor shall indemnify and hold harmless SAS against any damages, liability, losses, expenses, or claims (including legal costs) arising from or in respect of (a) any breach by the Vendor of the terms of this Agreement and this Clause 15, 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 the System, Software, Services and/or Refresh (including related Documentation) (an "**Intellectual Property Infringement**"). SAS 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:
- (a) if required by SAS, the Vendor shall procure the right to continue with the use of the System, Services and/or Documentation or part thereof which is the subject of the Intellectual Property Infringement;
  - (b) if required by SAS, the Vendor shall replace or modify the System, 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 SAS' approval; and/or
  - (c) SAS shall be entitled to reject the entire System, Services, Refresh and/or Documentation and terminate this Agreement. Thereupon, the Vendor shall refund to SAS the entire Contract Sum or all sums which SAS has paid to the Vendor for the Project. For the avoidance of doubt, SAS 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 SAS' other rights and remedies under this Agreement.

## 16. WARRANTY

- 16.1 The Vendor hereby warrants that:

- 16.1.1 it will carry out the Services and perform the 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;
- 16.1.2 that as at and from the Acceptance Date:
- (a) each individual element of the System will be compatible and interoperate with all other elements of the System and will function properly in combination with each other as an integrated system;
  - (b) the Software is suitable and adequate for use with the Hardware and will meet the functions and performance levels for the System specified for or in connection with the Detailed Specifications;
  - (c) the Software and the System will interface, interoperate and integrate with other software systems as may be specified in the Detailed Specifications so as to meet the functional and performance requirements of the System;
- 16.1.3 the media upon which the Software and related Documentation are stored will for a period of twelve (12) months from the Acceptance Date be free from defects in materials design and workmanship;
- 16.1.4 the System will be free from defects and workmanship and will be fit for the purpose which it was intended; and
- 16.1.5 the System (including the Hardware, Software and related Documentation) will conform to and perform in all respects in accordance with the Detailed Specifications (including any specified or agreed Service Levels) and the SAS Requirements.
- 16.2 The Vendor further warrants and represents that the Software will not, when installed, contain Viruses that will have an adverse effect on the information and networked system including but not limited to all hosts, routers, file servers, firewalls and/or network devices (including any software and Data therein) of SAS, SAS users, Authorized Users and/or SAS' vendors. The Vendor shall, without prejudice to any other right of action available to SAS under this Agreement or under any general law, notify SAS immediately if the Software shall be found or should have been (upon the Vendor exercising due care) found to contain any Viruses.
- 16.3 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 System or taking such other steps necessary to remedy the breach of warranty. The remedial Services provided by the Vendor during the Warranty Period shall be provided with all necessary items 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 SAS to the Vendor during the Warranty Period regardless of the fact that the period taken to remedy such breach of warranty extends to a date after the expiry of the Warranty Period. Services provided by the Vendor in respect of the service and support of the System during the Warranty Period shall comply with the terms set out in **Annex H** (Service Levels). The Warranty Period for such remedial Services, and for the replacement/repaired Hardware and/or Software (as applicable) shall be extended for an additional [12] months and the definition of "Warranty Period" shall be deemed to include such extended period for such Services, Hardware and/or Software. This clause 16.3 shall be without prejudice to SAS' other rights and remedies under this Agreement.
- 16.4 The Vendor agrees to provide comprehensive maintenance services (a) upon the request of SAS, (b) in relation to the System (which shall include the provision of Software upgrades as described in **Annex D** (Deliverables)), (c) at the agreed maintenance charges set out in **Annex A** (Contract Sum and Payment Schedule), (d) for a period of [twelve (12)] months immediately following the expiry of the Warranty Period, and (e) containing an option to extend the term of such services thereafter for further successive periods of twelve (12) months upon the expiry of the Warranty Period, in accordance with the service levels set out in **Annex H**

(Service Levels). The Vendor agrees to execute a formal Maintenance Agreement with SAS in the format as set out in **Annex P** (Form of Maintenance Agreement), before the expiry of the Warranty Period. The Vendor shall not be obliged to provide, and SAS shall not be obliged to require, maintenance services from the Vendor, nor shall the Parties be obliged to enter into a Maintenance Agreement, if this Agreement shall be terminated for any reason.

- 16.5 The Vendor represents and warrants that the System will be free from data compliance problems and that the performance or the functionality of the Software or obligations to be performed under the Agreement shall not be affected, impeded or interrupted by the entry or processing of any data value or date-dependent function, whether such date is past, current or future.
- 16.6. The Vendor represents and warrants that the System 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 SAS pursuant to clause 25.5 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 in the Software pursuant to clause 15 to SAS.
- 16.7. 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.
- 16.8. 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.

## **17. STEP IN RIGHTS**

- 17.1 SAS reserves the right to appoint an alternative vendor to provide any Services in the event that the Vendor is unable or unwilling to perform any of its obligations under this Agreement (including, without limitation, (a) any remedy for breach of warranty, (b) all obligations of the Vendor in any extended Warranty Period pursuant to clause 16.3, and (c) all obligations of the Vendor upon a termination under clause 18), in accordance and full conformity with the requirements hereof including, without limitation, the Details Specifications, any such inability to be determined by SAS in its sole discretion. Such appointment and step-in Services shall be completed within such period as determined by SAS. The Vendor shall reimburse SAS for the additional costs of engaging an alternative vendor. SAS will also not be required to pay the Vendor the fees for such Services not provided by the Vendor in accordance and in full conformity with the provisions of this Agreement. In addition to the foregoing, SAS shall be entitled in its sole discretion to require the Vendor to refund to SAS any fees that may have been paid in advance by SAS to the Vendor pursuant to clause 9 for any Services contemplated to be provided by the Vendor for the remaining period of this Agreement. Such right shall be without prejudice to any of SAS' rights or remedies under this Agreement or at law.

## **18. TERMINATION**

- 18.1 The Vendor may terminate this immediately upon written notice being given to SAS, in the event of the occurrence of any of the following events:
  - 18.1.1 SAS fails to make any payment due and payable by it under this Agreement (which is not the subject matter of disputes by SAS), within sixty (60) days of the due date, provided that the Vendor shall have provided to SAS a written reminder that would allow SAS to make payment within ninety (90) days of the due date, and SAS has failed to do so;
  - 18.1.2 SAS 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

- 18.1.3. SAS has a receiver and/or manager and/or administrative receiver or receiver appointed over all or substantially all of its assets.
- 18.2 SATS shall be entitled to terminate this Agreement:
- 18.2.1 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 of any term or condition of this Agreement, save where (in SAS' sole discretion) such breach is (i) not material, (ii) capable of remedy, and (iii) is remedied to SAS' satisfaction within ten (10) Business Days of written notice to do so issued by SAS 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.
- 18.2.2 upon the giving of thirty (30) days' written notice to the Vendor.
- 18.3 Upon expiry or termination of this Agreement, the Vendor shall:
- 18.3.1 cooperate fully with SAS (at no additional cost to SAS) to conduct a proper and full handover of the Services (including any Refresh) to SAS and/or its appointed contractor(s) in accordance with clause 26. 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 SAS, in good faith conduct briefing sessions, presentations and on-the-job training to SAS staff and/or SAS-appointed vendors; and
- 18.3.2. immediately cease to use the Confidential Information and proprietary materials of SAS, and return all property in its possession belonging to SAS, 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 SAS whether in connection with this Agreement or not (including all copies or reproductions thereof made by it)) or destroy the same if requested by SAS, in accordance with SAS' instructions.
- 18.4 Where SAS terminates this Agreement pursuant to clause 18.2.1, the Vendor shall immediately (a) reimburse SAS for all additional cost and expenses of engaging an alternative vendor(s) for the System and Services; or (b) refund to SAS the cost of any delivered System or part thereof which SAS chooses, at its sole discretion, to reject in totality; or (c) provide a refund to SAS for any goods and/or services previously paid for, but are now rejected by SAS or no longer usable, as determined by SAS at its sole discretion.
- 18.5 The termination of this Agreement under this clause 18 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.
- 19. FORCE MAJEURE**
- 19.1 Neither Party shall be liable to the other for any delay in performing or any failure to perform, its obligations under this Agreement where such delay or failure is caused by Acts of God,

public enemy, war, revolution, civil commotion, blockage or embargo, tornadoes, epidemics, quarantines, freight embargoes and acts of government (a "**Force Majeure Event**").

- 19.2 The Party claiming the Force Majeure Event will promptly notify the other Party in writing within seven (7) days on becoming aware of the occurrence of the Force Majeure Event, giving reasons for the delay or stoppage (and the likely duration).
- 19.3 The Party affected by the Force Majeure Event shall, for the duration of such event, be relieved of its obligations as is affected by such event and the period of performance of this Agreement by the affected Party shall be extended by a period equal to the period of delay or stoppage. With regard to such delay or stoppage:
- 19.3.1 any costs arising from the delay or stoppage will be borne by the Party incurring those costs;
- 19.3.2 either Party may, if the delay or stoppage continues for more than sixty (60) continuous days, terminate this Agreement with immediate effect on giving written notice to the other Party and neither Party will be liable to the other for such termination; and
- 19.3.3 The Party affected by a Force Majeure Event shall make all reasonable efforts to remedy the conditions causing the suspension or failure of full performance hereunder and to resume fulfilment of all its obligations hereunder.

## 20. INDEMNITY

- 20.1 The Vendor agrees to indemnify and hold harmless SAS, the SAS users and the Authorized Users in full from and against all actions, proceedings, claims, damages, liabilities, losses, 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 System, the Software, and the provision of Services under this Agreement. The Vendor shall provide to SAS 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 SAS can take out such necessary insurance as it deems fit and look to the Vendor for all costs incurred.
- 20.2. 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 SAS, SAS users and/or Authorized Users under the terms of this Agreement.
- 20.3. 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 SAS.
- 20.4. 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 SAS and/or any SAS users by the Vendor's (a) infringement of any Intellectual Property Rights of SAS or any third party, (b) breach of SAS' security (whether under **Annex L** (IT Security Requirements) or otherwise), (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).

## 21. LIMITATION OF LIABILITY

- 21.1 SAS 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, reputational loss, goodwill, production, corruption of data, operation time, revenue, economic loss, business opportunity or business interruption 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.
- 21.2 The limitations of liability contained in clause 21.1 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 SAS was informed of, aware of or otherwise could have anticipated the possibility of such damages or liability.
- 21.3 Without prejudice to the generality of the foregoing, and notwithstanding anything to the contrary herein, the aggregate liability of SAS arising out of or in connection with this Agreement shall not in any event exceed the total fees paid under this Agreement.

## 22. NOTICES

- 22.1 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 by post or by facsimile to the respective addresses and/or 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.

If to SAS:

SATS Airport Services Pte Ltd  
20 Airport Boulevard  
Singapore 819659  
Attn: Mr Ernest Lim  
AM(P)  
Fax: 65450532

If to Vendor:

Singapore  
Attn:  
  
Fax:

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

## 23. DISPUTE RESOLUTION

- 23.1 In the event of any dispute of 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.
- 23.2 If the Parties are unable to reach any solution within a period of thirty (30) days after the commencement of the negotiation then the Parties agree to submit to the non-exclusive jurisdiction of the Singapore Courts.
- 23.3 The commencement of any arbitration proceedings under this clause shall in no way affect the continual performance of the obligations of the Parties under this Agreement, except insofar as such obligations relate to the subject matter of such proceedings.

**24. GOVERNING LAW**

- 24.1 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.

**25. GENERAL****25.1 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.

**25.2 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.

**25.3 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 SAS. SAS 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 SAS notifies the Vendor.

**25.4 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.

**25.5 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 SAS.

**25.6 Entire Agreement/Amendments:**

This Agreement including all annexes and attachments hereto contains the entire agreement between the Parties with respect to the Project 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.

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

**25.8 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 SAS and the Vendor nor any disclosure required by legal, accounting or regulatory requirements, shall be approved by SAS prior to release.

**25.9 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.

**25.10 Time is of the essence**

Time is of the essence of this Agreement but no failure or delay on the part of SAS 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.

**25.11 Set-Off:**

Notwithstanding any other provision to the contrary contained in this Agreement, SAS 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 SAS, 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).

**25.12 Non-Exclusivity:**

The Vendor acknowledges and agrees that it may not be the exclusive provider of the Services to SAS and SAS 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.

**25.13 Non-Solicitation:**

For the duration of this Agreement and for an additional term of two (2) years following the expiry or earlier termination of this Agreement, the Vendor agrees not to induce or attempt to induce any person who is an employee of SAS and who is or was involved in the performance of this Agreement to terminate his or her employment with SAS.

**25.14 Change of Control:**

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

**26. HANDOVER**

26.1 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 **Annex M** (Handover Procedure).

26.2 The Vendor shall schedule and provide thirty (30) days (or such longer period as SAS may reasonably request) handover training to SAS and/or a new SAS 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 **Annex M** (Handover Procedure).

26.3 SAS may request for an early handover which the Vendor shall use best efforts to accede to.

26.4 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). During the handover period, the Vendor shall continue to be paid charges as agreed under the Agreement. If at any time, the Vendor is not able to handover (documentation or training) within the scheduled thirty (30) days period due to the default and non-compliance of the Vendor alone, the Vendor shall continue and extend the handover period for documentation or training which ever it did not comply with, at its sole cost and

expenses until such time when SAS is reasonably satisfied that the Vendor has performed its handover obligations.

**27. ANTI-BRIBERY AND ANTI-CORRUPTION**

27.1 The Vendor undertakes, represents and warrants that:

27.1.1 the Vendor, the Vendor Team Members and any other person responsible for providing and performing the Services on behalf of the Vendor 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

27.1.2 without prejudice to the generality of clause 21.1.1, each of the Vendor, the Vendor Team Members and any other person responsible for providing and performing the 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 (i) improperly influence any act, decision or failure to act by that official or person; (ii) 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 (iii) secure any improper advantage.

27.2 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 SAS. SAS shall have the right to immediately terminate this Agreement by giving written notice to the Vendor.

27.3 SAS shall have the right to terminate this Agreement if the Vendor breaches this clause 27.

<Restricted>

**ANNEX A**  
**CONTRACT SUM AND PAYMENT SCHEDULE**

**PART 1: CONTRACT SUM**

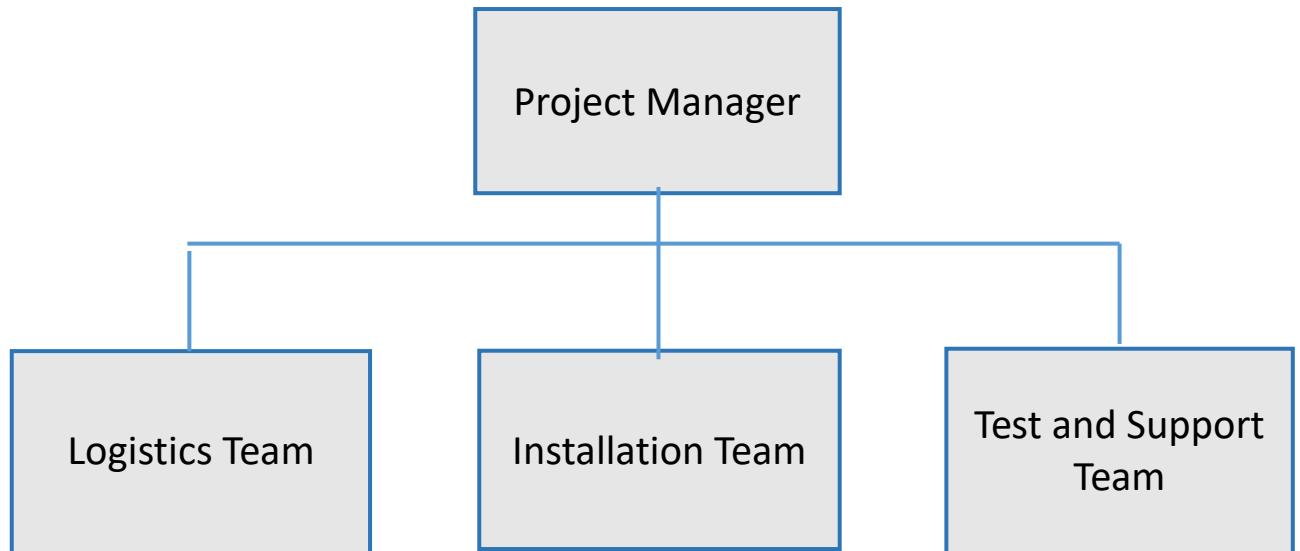
The total contract sum of this Agreement is **S\$ (excluding GST)**

**PART 2: PAYMENT SCHEDULE**

**ANNEX B**  
**PROJECT SCHEDULE**

□

**ANNEX C**  
**PROJECT ORGANISATION CHART AND PROJECT TEAM**



## **ANNEX D** **DELIVERABLES**

### **1. Deliverables**

- 1.1 Vendors must clearly indicate the management and deployment of the various deliverables with a detailed project schedule and plan. The following are some of the key deliverables (including but not limited to):

<b>S/No</b>	<b>Deliverables</b>
1	Bill of Material or Checklist
2	Hardware Diagnostic Test Results
3	Problem reporting and escalation procedures formalised
4	System Administration
5	Start up and Shut down Procedures
6	Application Monitoring Scripts set up
7	Integration Test Results
8	Failover Test Results
9	Backup / Recovery Test Results
10	User Acceptance Test Results
11	Troubleshooting Procedures
12	Operations Instructions
13	Commissioning Documentations
14	Failover and Recovery Process
15	Performance Monitoring Procedures
16	Proper procedure for recovery of services in event of failure

- 1.2 All documentation (stated above or otherwise) remains property of SATS.

### **PART 2: HARDWARE**

1. Fault Tolerant Servers
2. Disaster recovery Servers

S/no	Application	Description of Server	Quantity
1	UCS/MDS/ICS/NDS	<ul style="list-style-type: none"> <li>• Intel Xeon Processors</li> <li>• Pluggable Hard Disk</li> <li>• Raid Controller</li> <li>• Network Card</li> <li>• Full Redundancy option</li> </ul>	2
4	Rack & Rack Accessories	<ul style="list-style-type: none"> <li>• Universal Rack / Shock Rack</li> <li>• Sidepanel Kit</li> <li>• Rack Grounding Kit</li> <li>• Rackmount Keyboard Monitor</li> </ul>	
5	UPS		

### **PART 3: SOFTWARE**

1. Operating System
2. VM Ware
3. Anti Virus Software
4. Oracle Database

## **ANNEX E**

### **SAS REQUIREMENTS**

#### **1. Fault Tolerance, Availability and Reliability**

- The T6 ICS is a fully automated, 24 by 7 system, vendors are expected to recommend solutions based on both 99.5% and 99.99%.
- There should not be more than four (4) unplanned downtimes per year.
  - For 99.5% availability, each unplanned downtime cannot be more than eleven (11) hours.
  - For 99.99% availability, each unplanned downtime cannot be more than thirteen (13) minutes.
- There shall not be any data loss should a server or its critical component go down in mid-transaction.
- There shall not be any data and transactions loss at failover.

Vendor must ensure that the above availability requirements are met and include fallback plan if any hardware components fail.

The vendor's proposal shall include a write up on how this level of Fault Tolerance can be achieved. Vendor's proposal may include any additional hardware/software components required. The cost for such components shall be clearly itemized.

#### **2. Hardware Specifications**

This section provides the required servers to be replaced. The intention is to combine the application to one server with one fault tolerant backup.

Disaster recovery to be provided at minimum cost with recovery of system within 4 hours.

Inventory data accurateness is not critical at time of recovery. However non real time data should be accurate.

##### **2.1 Server Requirements**

A total of two (2) server groups shall be supplied in rack enclosures, each complete with Monitor, Keyboard and Mouse.

The servers are to support the following functions:

- PCHS ULD Control System (UCS)
- PCHS Maintenance Diagnostic System (MDS)
- PCHS Network Domain Controller (NDS) & Application / System monitoring and backup
- PCHS ICS Server (ICS)

VM ware to be provided to run the different applications

##### **Specifications**

<b>S/no</b>	<b>Application</b>	<b>Description of Server</b>	<b>Quantity</b>
1	UCS/MDS/ICS/NDS	<ul style="list-style-type: none"> <li>• Intel Xeon Processors</li> <li>• Pluggable Hard Disk</li> <li>• Raid Controller</li> <li>• Network Card</li> <li>• Full Redundancy option</li> </ul>	2
4	Rack & Rack Accessories	<ul style="list-style-type: none"> <li>• Universal Rack / Shock Rack</li> <li>• Sidepanel Kit</li> <li>• Rack Grounding Kit</li> <li>• Rackmount Keyboard Monitor</li> </ul>	

5	UPS		
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### 3. **Software Specifications**

3.1 The following are the software to be provided:

S/No	Software
1	Windows 2016 Server – Vendor to propose exact version that will support the proposed Fault Tolerance / Availability configuration
2	a) Solution and software to sustain 99.5% availability and fault tolerance of MDS/ UCS/ICS applications b) Solution and software to sustain 99.99% availability and fault tolerance of MDS/UCS/ICS applications
3	Anti Virus
4	Oracle Database for Windows 2016 Server – Vendor to propose exact version that will support their proposed solutions
5	System Backup Software (Optional)
6	System Monitoring software (Optional)

3.2 Vendor must install and configure system software, and test all installations and configurations.

3.3 Vendor to specify and quote for the number of software licenses required to meet the proposed configuration.

### 4. **SCADA and Communication Drivers Installation**

4.1 Vendor must assist to install SCADA and Communication Drivers, and test all installations and configurations together with the Application Vendor, ASTrio.

4.2 SCADA and Communication Drivers will be provided by SATS.

### 5. **Migration / Implementation / Testing / Training**

5.1 The Vendor must work together with software vendors to ensure that the migration and implementation of the application software to the new hardware is successful.

5.2 The Vendor must provide standard basic training to SATS and Application Vendor. That includes the sequence and steps of startup and shutdown of system software like Oracle, FactoryLink, Communication Drivers and perform simple diagnostics on the servers. This will enable SATS or Application Vendor to re-start the servers if required.

### 6. **Testing and Acceptance**

6.1 All components / systems shall be tested after successful installation. Vendors shall make accurate records of all tests and shall furnish test certificates and schedule of the test results in an approved form. One (1) copy of such record and each test certificate shall be submitted to SATS for review.

6.2 All tests shall be conducted in the presence of appointed representative from SATS to the satisfaction of SATS. Vendors shall supply all necessary servers, system software. Connections and skilled labour required for the tests to be carried out to the satisfaction of SATS, without separate changes to SATS.

- 6.3 Vendors must / shall work with all relevant 3<sup>rd</sup> party vendors for the integration testing to ensure the installed system is able to support the requirement stated within this RPF.
- 6.4 Acceptance of the service will be based on the 100% compliance to configuration requirements within the scope..

## **7. Warranty**

- 7.1 Vendor shall guarantee that the items supplied and/or services performed conform to the order made and are suitable for the use for which it is intended and is free from any defects whatsoever.
- 7.2 All software licenses and hardware supplied shall have a warranty of at least twelve (12) months from the day of delivery acceptance. Vendor to specify the warranty provisions in their proposal.

## **8. Financing**

- 8.1 SATS would like to lease the hardware for a period of five (5) years. Thereafter, SATS shall have the option either to refresh the hardware at a preferential rate or to buy out the lease at a nominal price to convert to full ownership
- 8.2 SATS would like the option to lease the software for a period of five (5) years. Thereafter, SATS shall have the option to buy out the lease at a nominal price to convert to full ownership.
- 8.3 SATS would like the option to pay the one-time installation and set up costs in installments.

## **9. Facility Management (FM) Services**

Vendor shall provide the following FM services to manage the various system components.

### **9.1 Call Management**

- A single point of contact for all hardware and system software problem reporting.

### **9.2 Priority System Recovery**

- Immediate connection to a business or technical recovery specialist.
- Direct connection to a Microsoft Support Specialist.
- 24x7 hardware and systems software support to meet stipulated SLA.

### **9.3 SLA**

- Critical problem notification
- Dedicated parts inventory
- 24x7 phone-in software assistance
- Enhanced Escalation Management
- Adopt severity level 2 of SATS's incident management service level agreement

### **9.4 Monthly System Maintenance**

- Perform checks on system logs and rectify problems.
- Perform regular fail-over tests.
- Perform regular shutdown of servers to remove any memory fragmentation.
- Perform clean up of specific file systems.
- Perform on-line file system backups.
- Apply Operating System (OS) patches (on a half-yearly basis), if applicable, on all the servers.
- Provide a report at the end of each month detailing any hardware faults found and rectified.

### **9.5 System Administration and Problem Resolution**

System Administration should comprise:

- Set up new hardware, and install and configure system software, and test all installation and configuration prior to releasing to the application vendors,
- Apply Operating System upgrades and patches,
- Harden all hardware servers and database with all required security patches, a copy of the hardening document will be provided,
- Modify set-up and configuration on database and other servers that are required to support SATS's operation,
- Install and upgrade hardware components such as memory, hard disks, tape drives, etc, if required,
- Conduct regular house-keeping tasks,
- Conduct regular system health checks, and
- Formalize with SATS on the Change Management Process upon approval of changes and others.

Vendor would assist to identify, isolate and resolve faults that occur in the hardware and systems software. If need to, the vendor would escalate the problems detected to the relevant application vendor(s), and SATS shall be kept informed of all faults detected and the status of the faults.

Vendor shall propose the reporting and escalation procedures for all types of problems in their submission. SATS should only communicate with a single point of contact appointed by the vendor.

The vendor(s) shall submit monthly performance reports to SATS.

#### 9.6 System, Database and Application Proactive Monitoring

Operating System – Vendor to provide performance and fault management services that employ scalable manager/agent architecture to provide the most effective means to remotely monitor and control network, system and database resources, and to proactively respond to any issues that may have been detected.

Deliverables of the performance and fault management services shall comprise:

- Proactive monitoring of critical server system resources and network equipment to ascertain the general health as well as to detect faults and errors.
- Detection of threshold conditions and faults shall be channeled automatically to alert engineers assigned to troubleshoot the problem before the problem becomes critical. Internet and SMS gateway connectivities are not currently supported and vendor will need to provide the hardware/software components necessary to support their proposed alert mechanism. Phone lines are presently available within the server room.
- Proactive analysis and highlighting of possible bottlenecks as well as potential capacity issues should be reflected in the monthly reports. These reports should be made available to SATS on a regular basis.
- Formalizing the process to alert SATS.

The performance and fault management of servers shall be a non-stop operation (i.e. 24x7 hours a day, 7 days a week, whole year round), and some of the parameters that could be monitored are:

- File systems (e.g. amount of file system space used) and Operating System,
- Processes (e.g. existence or absence). The application vendor(s) shall work with the Infrastructure vendor on all the application processes that need to be monitored,
- Services,
- Memory load (e.g. percentage of memory currently being used),
- Processor (e.g. CPU utilization), and
- Network and communication infrastructure.

Database and Application - Vendor shall provide the following services for database and application monitoring:

- Proactive monitoring of whether a service is active or inactive,

- Proactive monitoring of critical resources to ascertain the general health as well as to detect faults and errors,
- Detection of threshold conditions and faults shall be channeled automatically to alert engineers assigned to troubleshoot the problem before the problem becomes critical. Vendor will need to provide the hardware/software components necessary to support their proposed alert mechanism. VPN is not allowed. Phone lines are presently available within the server room.
- Proactive analysis and highlighting of possible bottlenecks as well as potential capacity issues should be reflected in the monthly reports. These reports should be made available to SATS on a regular basis.
- The operating hours are 24x7 hours a day, 7 days a week, whole year round.

#### 9.7 Backup

Vendor shall work with the application vendor(s) to define the back-up frequency and policies.

Backup services shall cover:

- Backup process verification (i.e. job is successful or unsuccessful),
- Data restoration,
- Inserting necessary tapes/drives for restoration, and
- Initiating restore process.

#### 9.8 Security Checks and Monitoring

Vendor shall ensure that all necessary security measures are implemented and regularly updated.

Security measures include:

- Hardening of security configuration of servers, including operating system and application configurations. Vendors must conform to SATS OS hardening policy.
- Updating of security patches as and when they are released for server and/or system application software.
- Supplying and installing anti-virus software on all servers deployed in both production and test environments, as well as keeping up-to-date the virus patterns.
- Ensuring all servers are in compliance with SATS security policies upon implementation.
- Configuring and setting up system logs for the purpose of incidents and problems investigations.
- Segregate and prevent the testing data from development environment from entering into the production environment.

#### 9.9 Services

Vendor shall provide the following services for the infrastructure support.

- a) Maintenance should cover:
  - Problem troubleshooting.
  - System software upgrade.
  - OS/anti virus patches.
- b) The following is a list of infrastructure support services that the vendor must comply with. However, if the vendor is not able to comply with a particular item, the vendor must indicate the reason(s) for non-compliance and propose alternate arrangements, if any.
  - Solve problems reported by users. The response and resolution times should be as per the stipulated Service Level Agreement (SLA).
  - Maintain a knowledge database of the list of problems and solutions for future use by SATS and its nominated vendors.
  - Provide preventive maintenance to reduce the number of failures, and to improve stability, reliability and availability of the system.
  - Prepare and submit Service Level Agreement (SLA) compliance reports, and weekly and monthly status reports. Vendor shall highlight the types of reports that SATS can expect to receive.

- For new releases of firmware or software, Vendors shall conduct planning together with SATS staff. The planning shall examine benefits of new releases, its impact on all existing equipment and the effort required for the update. Vendors shall ensure that all the hardware shall operate properly after such updates.
- c) Work with SATS and propose yearly plans to introduce improvements (where deemed necessary) to be made continuously throughout the life of the contract. The adoption of a life cycle approach to service provision is seen as key to the improvement of service quality. Vendors should explain its approach in this regard. The plans should be presented to SATS at the start of each calendar for review and approval.
- d) Ensure accuracy of all deployed hardware and software. At no point in time should the hardware and software be declared as End of Life (EOL) or End of Support from the hardware and software supplier(s).
- e) Upon expiry or termination of the Facility Management Module or Maintenance Contract, the Vendor must ensure that services rendered to-date will be handed over to SATS and/or other SATS appointed vendor(s) with proper documentations or procedures specified by SATS. In addition, the Vendor will be required to conduct briefing sessions, presentations, handover procedures and on-the-job training to SATS staff and/or SATS appointed vendors. This will be at no additional costs to SATS.

**ANNEX F**  
**TRAINING**

To provide the following trainings on the AFT 6 ICS new features.

1. Operation training
2. Maintenance training

**ANNEX G**  
**ACCEPTANCE PLAN**

**1. Testing and Acceptance**

- 1.1. The Vendor shall ensure that all components / systems are tested for successful installation. Vendors shall make accurate records of all tests and shall furnish ALL test certificates and schedules of the test results in an approved form mutually agreed by both parties. One (1) original copy of such records and each test certificate shall be submitted to SAS for review.
- 1.2. All tests shall be conducted in the presence of appointed representative from SAS to the satisfaction of SAS. The Vendor shall supply all necessary servers, system software. Connections and skilled labour required for the tests to be carried out to the satisfaction of SAS, at no additional cost to SAS.
- 1.3. For avoidance of doubts, testing and/or pilot run shall not constitute to SAS acceptance of the system. The Vendor shall work with all relevant 3rd party vendors for the integration testing to ensure the installed hardware/software is able to support the requirements stated within this RFP.
- 1.4. Acceptance of the service/hardware will be based on the 100% compliance to requirements within the scope.
- 1.5. To include regression and performance (load/stress/soak) testing as part of delivery.

**2. System Integration Testing (SIT)**

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

**3. User Acceptance Testing (UAT)**

- 3.1. Partial Acceptance would be considered after the user acceptance testing if the system meets functional, performance, availability and max loading requirements. Minor defects would be compiled in a Punch List for the vendor to follow and complete.
- 3.2. The vendor shall be responsible for compiling the test plan for user acceptance. This plan shall be submitted 2 weeks before the tests and would be subject to approval and changes by the employer.
- 3.3. The system is considered accepted and released for Production if the above are met.
- 3.4. Final acceptance would be granted when only if UAT all items in the Punch list are closed and there are zero defect of Severity 2, Severity 3 and Severity 4 problems.

**ANNEX H**  
**SERVICE LEVELS**

[to include a description of maintenance services (if applicable)/service level requirements here]

Severity Level	Application		User Base		Impact to business and Operations		Acceptable workaround		Response Time (The time when investigation will commence)		Resolution Time (To produce Workaround or Resolution)
	Critical	Non-Critical	Widespread	Localised	Major	Minor	Yes	No	Office Hours	Out of Office Hrs	
1	X		X		X			X	30 min	60 min	3 hours
2	NA			X	X			X	60 min	60 min	> 95% within 6 hours Residual within 24 hrs
		X	X		NA			X			
3	NA			X		X		X	4 hours	Next working day	> 95% within 3 working days Residual within 5 working days
4	NA			X		X	X		1 day	Next working day	> 95% within 10 working days Residual within 12 working days

## SEVERITY LEVEL DEFINITIONS

<b>Critical</b>	Applications/Functions that provide services to SATS's customers either directly or indirectly
<b>Non-Critical</b>	Applications/Functions that provide a support function to the organisation such as Finance, HR, Lotus Notes etc.
<b>Widespread</b>	The proportion of users impacted is high, relative to the total number of users of a particular application or environment.
<b>Localised</b>	The proportion of users impacted is low, relative to the total number of users of a particular application or environment, i.e. a single user, site or functional area may be affected but many using the same functionality are still able to continue with their work.
<b>Major</b>	Significant impact on revenue generation ability, customer servicing or flight handling resulting in severe revenue loss, many dissatisfied SATS customers or numerous flight delays, or if safety is compromised.
<b>Minor</b>	There is business impact, but not of a serious consequence. Possibility of revenue loss, however, likely to be recovered with follow up calls or customer return; SATS customer service may be impacted, however customers can be satisfied in the interim, occasional flight delays may be incurred, however, not wide spread. Safety is not compromised.
<b>Acceptable workaround</b>	An acceptable workaround should be immediately available to allow the business to conduct its operations with little or no obvious impact to SATS customer facing services, and an acceptable level of user inconvenience may be experienced. The workaround may be application based (i.e. transactions or functions available to complete the business task), or they may be manual or procedural alternatives to the (unavailable) application functionality.

Severity 2 will apply

**ANNEX I**  
**CHANGE REQUEST FORM**

<b>(A) To be completed as per Change Request: More details attached: Yes / No</b>	
Module:	Project Manager:
Created by:	Date:
Change Request No:	Initiated by:
Description of Change:	
<b>(B) To be filled in by Project Manager:</b>	
<b>Impact if Change is Not Incorporated:-</b> More details attached: Yes / No	
<b>Contingency Plan:-</b> More details attached: Yes / No	
<b>Alternatives:-</b> More details attached: Yes / No	
<b>Proposed Change Type (Check one):-</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Problem/Not following plan   <input type="checkbox"/> Improvement </div> <div> <input type="checkbox"/> Scope   <input type="checkbox"/> Others (Remarks): </div> </div>	
<b>Documents and Deliverables (Please list all):-</b>	
<b>Estimate of Impact:-</b> Minimum / Moderate / Major (Full evaluation required: Yes / No)	
<b>(C) To be completed and closed by Project Manager</b>	
Decision: Approved / Rejected / Deferred until [Date]	
SATS/SATS Representative (as applicable):	Signed by:
SATS Project Manager (if applicable):	Signed by:
SATS Project Manager:	Signed by:
Completion Date:	
Close Date:	
Remarks (if any):	

**ANNEX J**  
**VARIATION ORDER**

This Variation Order ("VO") made this [ ] day of [ ], 20[ ] (the "VO Effective Date") will confirm the mutual understanding and agreement of [SATS Airport Services Pte Ltd] ("SAS") and ***[to insert name of Vendor]*** (the "Vendor") as to the terms on which Vendor will provide to SAS, the services and/or deliverables described herein, which terms as follows:

1. This VO is entered into under the provisions of the Agreement dated ***[to insert when the Agreement is signed]*** 2004 and executed between SAS and the Vendor relating to the ***[to state Project/System name]*** (the "Agreement") and except as otherwise provided in this VO, all applicable provisions of the Agreement are incorporated in this VO by this reference.
2. To the extent of any conflict and/or inconsistency between the provisions herein and the provisions of the Agreement, the provisions of this VO shall prevail.
3. For the avoidance of doubt, any references in herein to the following terms shall have the meaning as assigned below:

"Deliverables" means the deliverables, if any, detailed in Exhibit I to be provided by the Vendor under this VO.

"Services" means the works to be undertaken by the Vendor pursuant to the Agreement including but not limited to development, Acceptance Testing and training detailed in Exhibit I to be rendered by Vendor to SAS under this VO.

4. The term of this VO will commence from the VO Effective Date and unless terminated as provided herein, will continue until completion of the Services to SAS. The term of this VO may be extended by the mutual written agreement of the parties.
5. During the term of this VO, the Vendor will provide to SAS the Services or Deliverables described in Exhibit I of this VO. Vendor representative who will have management responsibility for Vendor in connection with this VO is also designated in Exhibit I.
6. In connection with the provision of Services and Deliverables hereunder, SAS undertakes the obligations (including the case may be, any required SAS support services and/or resources to be applied) described in the attached Exhibit II. SAS representative who will have management responsibility for SATS in connection with this VO is also designated in Exhibit II.
7. For the Services and/or Deliverables provided by the Vendor to SAS under this VO, SAS will pay to the Vendor the amounts specified in the attached Exhibit III.
8. The Services and/or Deliverables provide to SAS by the Vendor under this VO will also be subject to the additional provisions set forth in the attached Exhibit IV.

**Accepted and Agreed by**  
**SATS Airport Services Pte Ltd**  
**("SAS"):**

**Accepted and Agreed by**  
**[ ]**  
**("Vendor"):**

\_\_\_\_\_  
**Signature:**  
**Name:**  
**Title:**

\_\_\_\_\_  
**Signature:**  
**Name:**  
**Title:**

Exhibits:  
Exhibit I – Vendor Services and Deliverables  
Exhibit II – SATS Obligations

Exhibit III – Vendor Fees and Payment Schedule  
Exhibit IV – Additional Provisions

**ANNEX K**  
**Part I: TERMS AND CONDITION OF USAGE OF RESOURCES**

Unless the context otherwise requires, references in this Annex to SATS or SATS' network, systems and assets refers to SATS Airport Services Pte Ltd, its subsidiaries and associated companies (the "SATS Group") and the SATS Group's networks, systems and assets

Pursuant to the Agreement dated \_\_\_\_\_ ("Agreement") between [insert name of Vendor] and SAS, this letter is to confirm your said engagement by SAS will be subject to the terms and conditions of the Agreement, and the following terms and conditions (which is not exhaustive).

In the performance of the Services set out in the Agreement and to any and all other IT resources that SATS may have in future, you are advised and you agree and undertake to strictly adhere to the following terms and conditions ("T&Cs"):

**(A) GENERAL**

1. You agree and shall:
  - a. endeavour to strictly comply with SATS' security policies when using or accessing SATS' IT resources including but not limited to, e-mail, intranet, and applications.
  - b. protect the confidentiality of the PIN(s) or password(s) assigned to him/her at all times, and ensure that the same is not revealed or disclosed in any manner whatsoever to any person or persons whomsoever, within SATS or outside.
  - c. use the IT resources strictly for official company business only, and will be responsible to ensure that resources will be used for the purpose intended for.
  - d. acquire, install and use licensed and authorised software by SATS only, and in a manner permitted by the license.
  - e. be responsible for the data accessed, retrieved, changed, stored or transmitted through any of the company's IT resources.
  - f. inform SATS(IT\_SATS@sats.com.sg) as soon as possible if they suspect that there is an IT security breach or when they experience an IT security breach.
  - g. return to SATS all documents, papers, memoranda, software, hardware and any other property that you obtained from or prepared for SATS during the course of your engagement in SATS. You further undertake not to retain or make a copy such material or any part thereof, nor will you reconstruct such material based upon any confidential information known to you during your engagement with SATS.
2. You shall under no circumstances:
  - a. use SATS' IT resources for
    - i. private purpose, social or any unlawful purposes such as, but not limited to, vice, gambling or other criminal purposes;
    - ii. sending to or receiving from any person any messages which is offensive on moral, religious, communal or political grounds, or is abusive or of an indecent or menacing character;
    - iii. making defamatory statements about any person, party or organisation;
    - iv. circulating "chain letters" or spreading rumours;
    - v. distributing third party copyright materials;
    - vi. distributing trade secrets or sensitive corporate information which may cause damage to the organisation, financially or otherwise; or
    - vii. persistently sending messages without reasonable cause or for causing any threat, harassment, annoyance, inconvenience or needless anxiety to any person whatever.
  - b. engage in system activities that may in any way, result in inconvenience to other users of the system, or compromise the security of SATS' systems and network. Any attempts to crash the system, introduce malicious codes including but not limited to viruses and trojan horse, gain unauthorised access, sabotage other systems using account or resources on SATS' system and network, or any other malicious attempts that cause any form of system damage to SATS' systems and network are all acts deemed as violations of these T&Cs.
  - c. attempt to or break the security mechanism which has been installed on SATS' computer equipment.
  - d. gain access or attempt to gain access to any computer system, information or resources

without authorisation by the owners or holders of the right to such systems, resources and/or information.

- e. violate intellectual property rights to the information or resources available.
- f. make any copy or copies of any program/software that has been installed on your computer other than for backup or archival purposes.
- g. download to the desktop or server any software that is subject to distribution limits.
- h. transmit or remove confidential systems, applications or information/data from SATS' premises without SATS' approval.
- i. port or transmit any information or software (into or out of SATS' network) which contains :
  - i. a virus, worm or other harmful component;
  - ii. prohibited material as defined by the Broadcasting Act (Chapter 28).
- j. attach any unauthorised computer equipment, e.g., modem, to SATS' PC/workstation.
- k. connect to an external network using computer equipment, e.g., a modem, while your PC, notebook or similar computer equipment is logged onto the SATS network.
- l. bring in to SATS' premises personal or <Company> computer equipment such as notebooks with the intention of connecting on to SATS' network, without prior authorisation by SATS. In the event such permission is granted, you shall:
  - i. ensure that the notebook is free of malicious codes such as viruses, worms or other harmful components by installing the latest updated version of an acceptable anti-virus software with its latest signature file on the notebook. Anti-virus software from the following companies are acceptable : McAfee, Symantec, and Trend Micro.
  - ii. undertake that you will not, under any circumstances, connect to an external network, e.g., through a modem, while you are logged on to the SATS network.

#### (B) MISUSE OF SATS IT RESOURCES

SATS' systems are subjected to audit and users should therefore not expect a right to privacy.

Any unauthorised access or attempted access may be an offence under the Computer Misuse Act Chapter 50A and/or any relevant applicable law within and outside Singapore.

**[For employers only]** You undertake that you will ensure that any personnel under your employment and all others under your employment, including any sub-contractors or agents, having access to any of the confidential information and documents or such matters are subject to the same obligations as set out in the abovementioned T&Cs.

**[For employers only]** SATS reserves the right to request the removal of any of your employee from the Project team forthwith and/or terminate the Agreement forthwith if you or any employee or subcontractors or agents commits a breach of or is in non compliance with any provision of these T&Cs. Should SATS request the removal of such employee, you will endeavour to procure a replacement. Any such replacement offered by you shall be subject to SATS' prior written consent, which consent shall not be unreasonably withheld.

I acknowledge and agree that any act or omission which in any way is in contravention with the terms and conditions set out herein is expressly prohibited by law, may result in civil and criminal penalties to which I will be liable.

**[For employers only]** I further agree that I will at my expense, indemnify, defend and hold harmless SATS from any claim brought or filed by a third party against SATS due to my aforesaid act or omission.

**[For employers only]** I undertake to pay a penalty of of S\$10,000 to SATS if it is established that malicious code has been introduced into SATS' network or a security breach has occurred, arising from an infringement of these T&Cs. SATS also reserves the right to terminate the contract in the event of a serious security breach.

The terms set out are acceptable to me, and are hereby agreed to:

{PRIVATE}

AUTHORISED SIGNATURE

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

## **ANNEX L**

### **IT SECURITY REQUIREMENTS**

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 Airport Services Pte Ltd, its subsidiaries and associated companies (the "SATS Group") and the SATS Group's networks, systems and assets.

- 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 of SATS resources from its other customers.
- 1.7 Software that, intentionally or otherwise, attempts to breach the security of SATS' systems shall not be knowingly installed.
- 1.8 Handling of security incident:
  - 1.8.1 Immediately report any security incident involving their systems, and/or SATS IT resources to SATS' Information Security Department (Computer Incident Response Team), and cooperate with the investigation when required by SATS.
  - 1.8.2 Ensure availability of services is maintained and take responsibility for the security incident.
  - 1.8.3 All logs should be centrally stored and secured for possible forensic use. These would include but not limited to server, router, database, intrusion detection system, firewall and application logs.
- 1.9 Dedicated to disaster recovery
  - 1.9.1 Availability of hot-site facilities.
  - 1.9.2 Annual performance of recovery tests.
  - 1.9.3 Back-up procedures in place.
- 1.10 Implements controls to ensure protection against malicious software.
- 1.11 Protection of assets, including:
  - 1.11.1 Procedures to protect SATS assets, including information, hardware and software;
  - 1.11.2 Procedures to determine whether any compromise of the assets has occurred;
  - 1.11.3 Controls to ensure the return or destruction of information and assets at end of, or at an agreed point in time, during the contract; and
  - 1.11.4 Restrictions on copying and disclosing information.
- 1.12 Limitation of access to SATS' business information to authorized personnel supporting SATS' systems, and access must be restricted to authorized areas and granted based on valid business need only.
  - 1.12.1 Physical and logical access controls to be used to restrict and limit access;

- 1.12.2 Third parties will not be allowed to access SATS' network through the Vendor's network;
- 1.12.3 Permitted access methods, and the control and use of unique identifiers such as user IDs and passwords;
- 1.12.4 An authorization process for user access and privileges; and
- 1.12.5 Maintenance of a list of individuals authorized to use the services being made available and what their rights and privileges are with respect to each use.
- 1.12.6 Access by the Vendor's personnel/subcontractors/agents to SATS systems must be reviewed periodically to ensure currency of those personnel/subcontractors/agents and their access rights and the Vendor must immediately notify SATS when access is not required.
- 1.12.7 Privileged account access must not be shared. All users requiring privilege access must have unique user IDs.
- 1.12.8 All privileged activities must be logged. The log files or audit trails must be protected to facilitate future audit and investigations. The retention period of logs or audit trails needs to comply with legal and regulatory requirements.
- 1.13 Responsibility with respect to legal matters including but not limited to the following:
  - 1.13.1 Subject to the Computer Misuse Act Chapter 50A and/or any relevant law within and Singapore.
  - 1.13.2 Data, patent, copyright and privacy protection legislation
  - 1.13.3 Intellectual property rights and copyright assignment and protection of collaborative work.
- 1.14 Non-disclosure of information including but not limited to the following:
  - 1.14.1 Discovery of any security weakness shall not be disclosed to third parties, and shall be reported to SATS immediately;
  - 1.14.2 The Vendor shall not disclose to third parties, whether directly or indirectly, information regarding SATS' network, details of the applications or other information that they may have access to during the course of contract with SATS.
- 1.15 Compliance with a specified process for change management.
- 1.16 Obtain approval and clearance from SATS before the Vendor appoints subcontractors to support SATS' scope of work defined in the contract.
- 1.17 Encrypt all confidential data or email transmitted between SATS and the Vendor.
- 1.18 Obtain prior written approval from SATS before using SATS project work as a reference by the Vendor.
- 1.19 Submit an annual audit report, certified by the Vendor's auditors, on the services provided to 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 Know 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 at <https://www.pcisecuritystandards.org/> 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. The Payment Card Industry Data Security Standards ("PCI DSS") is a multifaceted security standard intended to protect payment cardholder data. The Vendor shall undertake the required validation procedures according to their Service Provider Level, and provide to SATS the equivalent reports that they are required to submit to the payment brands or acquiring banks based on their Service Provider Level. The Vendor shall indemnify SATS for any security breach resulting in loss or misuse of credit card data due to Vendor's non-compliance of PCI DSS.

## **ANNEX M HANDOVER PROCEDURE**

The Vendor will follow a clearly defined engagement wind up process as set out in this Annex M, 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 the client. 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 the client/ other vendor 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

### **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
  - i. Test
  - ii. 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 organisation 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
  - i. Data Models
  - ii. Table Relationships, when the rows/segment occurrences will be present or not present, under what conditions these will be created/updated/deleted, available indexes
  - iii. Business meanings of the tables and fields
  - iv. Important field contents
- f) Job Flow
- g) Screen Flow - Normal flow of screens, exception conditions flow
  - i. Objective of the screens usage - When will this screen be used and for what purpose (Insert/update/delete/query)
  - ii. Previous screen
  - iii. Next screen
  - iv. The inputs to the screen
- h) Standards and naming conventions followed (i.e Coding, GUI) including the standard list of abbreviations
- i) List of the available documents and their locations;
  - i. User documents
  - ii. System documents
  - iii. Application maintenance documents
  - iv. Problem history and fix documents
  - v. Training materials
  - vi. User Manual and Operations manual
  - vii. Others
- j) Interfaces to the application - frequency, triggering conditions, how the data for interface is arrived at (logic)
  - i. Online
  - ii. Batch
  - iii. Files
  - iv. Messages
  - v. Others
- k) Highlight any non-standard / complex code
- l) Examine the application stability
  - i. Period since the program is in production or from whatever period the information is available
  - ii. Any existing performance statistics
  - iii. Version history
  - iv. Change Request (Minor/PP) / Program Fix history
  - v. Maintenance history of the product
  - vi. Problem service level statistics
  - vii. Identify pending backlogs, if any

- viii. No. of Production problems
- ix. Program bugs reported in a given period
- x. Severity
- xi. Effort Spent
- m) Provide the Batch run schedules
  - i. Job name and business purpose
  - ii. Triggering conditions, Start-up procedures
  - iii. Batch window
  - iv. End conditions and windup procedures
  - v. Next job and associated conditions
  - vi. Any ABEND conditions and special processing that need to be done before restarting the job/job step, Restart/Recovery procedures
- n) Critical Batch programs
  - i. Program name
  - ii. Associated job name
  - iii. Functionality overview in terms of business as well as IT
  - iv. Input data and output data
- o) Critical online programs
  - v. Program name
  - vi. Associated screens
  - vii. Screen layouts and field descriptions
  - viii. Databases used
- p) 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

**ANNEX N**  
**GUIDES**

Listed below is a non-exhaustive list of Guides, which the Vendor is to adhere to in connection with the implementation of the Project:

1. SATS IT Applications Development Guide
2. SATS Third Party Vendor Supported IT Applications Guide
3. Incident Management Process Guide

**ANNEX O**  
**FORM OF BANKER'S GUARANTEE**

[insert date]

**[SATS ENTITY]**  
20 Airport Boulevard  
Singapore 819659

Dear Sirs

**OUR BANK GUARANTEE NO. [INSERT NUMBER] FOR SINGAPORE DOLLARS [INSERT AMOUNT IN WORDS] ONLY (\$[INSERT AMOUNT IN NUMBERS])**

In consideration of yourselves, **[SATS ENTITY]**, of 20 Airport Boulevard Singapore 819659 ("SATS") having agreed to enter into an agreement for the supply and delivery of [insert item] (the "Agreement") with [insert name of Contractor] of [insert address of Contractor] (the "Contractor") under which SATS agreed to allow the Contractor to furnish the security deposit payable under the Agreement by way of a banker's guarantee, we, [insert name of Bank] of [insert address of Bank] (the "Bank") hereby unconditionally and irrevocably guarantee and undertake to make payment to you of up to the maximum aggregate sum of **Singapore Dollars [insert amount of the security deposit in words] Only (\$[insert amount of the security deposit in numbers])** (the "Guaranteed Sum").

The Guaranteed Sum, or such part or parts thereof as may be specified by you in your written demand to the Bank made from time to time, shall be payable by the Bank in full immediately upon first written demand by you, without any set-off, counterclaim or deduction whatsoever.

The Bank shall not impose any condition or qualification for/in making any payment to SATS pursuant to such demand, nor shall the Bank make any reference to the Contractor prior to making such payment. The Bank shall make such payment demanded notwithstanding any notice or demand from the Contractor not to do so.

The Bank shall not at any time be concerned as to whether there is any breach by SATS or the Contractor or any dispute between SATS and the Contractor in respect of any terms and conditions of the Agreement. This Guarantee and the Bank's liability under this Guarantee shall not be determined, discharged or released or in any way affected, prejudiced or impaired, by:-

- (a) any indulgence, forbearance or concession given by SATS to the Contractor (whether as to payment, time, performance or otherwise);
- (b) any arrangement made with the Contractor or any other person;
- (c) any variation of the terms and conditions of the Agreement;
- (d) any lack of capacity or authority on the Contractor's part in executing the Agreement; or
- (e) any insolvency, winding up, liquidation, bankruptcy or dissolution of the Contractor,

whether known to or agreed by the Bank or otherwise.

The Bank's obligations under this Guarantee are that of a primary obligor and not merely as surety, and the Bank hereby waives all rights which it might otherwise as surety be entitled to claim and enforce.

This Guarantee shall be irrevocable and shall remain in full force and effect at all times throughout the period from **the date of this Guarantee up to and including [insert date falling 2 months after the date of expiry of the term of the Agreement]** (both dates inclusive) (the "**claim period**"). Notwithstanding this, we hereby undertake to extend the validity of this Guarantee as and when requested by you in writing at any time before the expiry of the claim period. Demand may be made under the Guarantee by SATS at any time and from time to time during the claim period. Upon expiry of the claim period, all liability of the Bank shall cease under this Guarantee, notwithstanding that this Guarantee is not returned to the Bank for cancellation.

This Guarantee shall be governed by and construed in all respects in accordance with the laws of the Republic of Singapore and the Bank hereby submits to the non-exclusive jurisdiction of the Singapore courts.

[insert name of signatory]

[insert title of signatory]

for and on behalf of

**[insert name of Bank]**

**ANNEX P**  
**FORM OF MAINTENANCE AGREEMENT**

Will be provided as a separate template.