

**ANNEX 16: AGREEMENT FOR THE [DESIGN, DEVELOPMENT, DELIVERY,
COMMISSIONING AND INSTALLATION] OF CT2103J003 OUTDOOR HI-LIFTS VIDEO
ANALYTICS (VA) PHASE 2**

**[SATS ENTITY]
("SATS")**

**[NAME OF VENDOR]
("Vendor")**

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

BETWEEN:

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

AND

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

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

WHEREAS:-

- (A) SATS wishes to engage the Vendor to provide certain services, products, equipment and/or software relating to the design, development, delivery, installation, testing, commissioning, implementation and support of the System (defined below) for use by SATS 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 will accept such engagement.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

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

Acceptance Date means the date on which SATS accepts the System in accordance with Clause 6.4.

Acceptance Tests means the acceptance tests to be implemented by SATS for the System in accordance with Clause 6 and **Annexure 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 as described in **Annexure G (Acceptance Plans)**.

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

Change Request shall have the meaning set out in Clause 12.

Contract Sum means the total sum payable for the Project in accordance with Clause 9 and Change Requests 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 SATS or otherwise received or obtained by the Vendor and/or its subcontractors pursuant to, by virtue of, or in the course of negotiating or performing this Agreement (whether before or after the execution of this Agreement) including all data, information and computer programs provided by or derived from third parties for the purposes of the System whether concerning flight schedules, customers, suppliers, operational data, billing information or otherwise, and Personal Data (of passengers or otherwise), as well as all compilations or databases containing Data.

Detailed Specifications means the written description and specifications of the System, including but not limited to the functionality and other specification of the Software together with any required Services and Documentation, to be prepared by the Vendor (and accepted in writing by SATS) in accordance with Clause 3 as amended from time to time pursuant to Clause 12 and which shall be deemed to be incorporated into this Agreement.

Deposit shall have the meaning set out in Clause 11.1.

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 SATS.

First Repeat Acceptance Tests shall have the meaning set out in Clause 6.5.

Force Majeure Event shall have the meaning set out 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 conforming with the requirements of **Annexure D (Deliverables)**, **Annexure E (SATS/RFP Requirements)** and the Detailed Specifications, and any other hardware which may be procured by the Vendor for use by SATS 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 **Annexure P (Form of Maintenance Agreement)**.

Open Source License means any license that requires, as a condition of use, modification and/or distribution of software subject to the open source license, 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 SATS 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 SATS or otherwise received or obtained by the Vendor and/or its subcontractors pursuant to, by virtue of, or in the course of negotiating or performing this Agreement (whether before or after the execution of this Agreement).

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 **Annexure 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 **Annexure D (Deliverables)**.

SATS Requirement means the written statement prepared by or on behalf of SATS and as described in **Annexure E (SATS/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 Tests 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 **Annexure 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 set out in **Annexure H (Service Levels)**.

Service Level Credits shall have the meaning set out in **Annexure H (Service Levels)**.

Site means the location set out in **Annexure D (Deliverables)** 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 SATS for use as part of the System, as prescribed in and conforming with the requirements of **Annexure D (Deliverables)**, **Annexure E (SATS/RFP 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://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf>

System means the system described in **Annexure 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 for tax in the nature of income tax (that is, which is imposed on the overall income of a party).

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

Vendor Team Members shall have the meaning set out in Clause 2.3.2.

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

Warranty Period means the period of [■] 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 Annexures are to recitals and Clauses of and the annexures to this Agreement and references to this "**Agreement**" shall mean this Agreement and the Annexures.
- 1.5. In this Agreement, unless specified otherwise:-
 - 1.5.1. the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word such as "other", "including", "for example" and "such as" shall not be given a restrictive meaning by reason of fact that they are preceded by words indicating a particular class of acts, matters or things; and

- 1.5.2. general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words, and do not limit the words to which the examples relate to, or examples of a similar kind.
- 1.6. Headings are inserted for the ease of reference only and shall not affect the construction thereof.
- 1.7. Unless otherwise specifically provided, all references in this Agreement to dollar amounts shall be in Singapore Dollars.
- 1.8. References in this Agreement to "**working days**" or "**Business Days**" shall exclude Saturdays, Sundays, and all gazetted public holidays in Singapore.
- 1.9. References in this Agreement to "**SATS**" shall where the context so requires include a reference to "**SATS users**" and/or "**Authorized Users**" as herein defined.
- 1.10. References in this Agreement to "**SATS users**" or expressions of similar meaning and effect shall extend to such entities which (i) is a holding company of SATS or are related, associated or affiliated companies of SATS or (ii) SATS controls, directly or indirectly. For the purposes of this Agreement, the expression "**control**" in the relevant context shall mean (a) control of at least 20% of the issued share capital of an entity; (b) control of at least 20% of the voting rights attached to the shares of the issued share capital of an entity; (c) control of the composition of the board of directors of an entity; or (d) undertaking or control of the management and/or operation of the business of an entity.

2. SCOPE OF PROJECT AND OBLIGATIONS

- 2.1. SATS 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 SATS in accordance with and subject to the terms and conditions 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 **Annexure E (SATS/RFP Requirements)**;
 - 2.2.4. supply all deliverables, including the Documentation, as required under this Agreement;
 - 2.2.5. assist SATS in conducting the Acceptance Tests, commissioning and implementing the System; and
 - 2.2.6. provide training and instruction (including training materials) to SATS in respect of the operational and technical maintenance of the System on a regular basis in accordance with **Annexure 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 implement the Project. The Vendor shall assign and use the staff identified as the "**Vendor Team Members**" in **Annexure 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 SATS (in its sole discretion). SATS 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) SATS' administrative procedures applicable to the Vendor and/or the provision of the Services and/or the System; and (b) SATS' instructions, requirements and guides (including but not limited to those guides listed in **Annexure K (Guides)**) issued from time to time in relation to the Project and which may be revised by SATS (in its sole discretion) from time to time;
- 2.3.4. adhere to the IT Security Requirements set out in **Annexure M (IT Security Requirements)** and which may be revised by SATS (in its sole discretion) from time to time;
- 2.3.5. conform with any and all applicable laws, statutes, regulations, orders, governmental requirements, guidelines, and standards applicable to SATS, the Project and/or the Vendor, including, but not limited to any laws and regulations applicable to aviation, airport authority and operation, security, telecommunications or media utility companies or bodies, and to advise SATS of any necessary licenses or permits which may be required for the implementation of the Project and to (at its own cost and expense) apply for such licenses or permits, if so required by SATS. Without prejudice to the generality of the foregoing, the Vendor shall at all times duly comply with the terms of the Supplier Code of Conduct;
- 2.3.6. ensure that the Vendor Team Members attend progress meetings as required by SATS, and prepare and deliver a progress report in writing to SATS not less than five (5) Business Days prior to the next progress meeting. This report will include a report on the progress of the Project and such other matters as SATS may require;
- 2.3.7. cooperate fully with SATS and SATS' project manager (if any) and with other vendors or service providers of SATS of hardware, equipment, software, services or related systems which interface, interoperate with or are operated or to be operated as part of or in conjunction with the Project or any part thereof, as and when directed by SATS in connection with the Project, and in good faith assist in, participate and contribute to discussions or matters raised by SATS with a view to determining and implementing a reasonably practical solution to issues that may arise in relation to the interface, interoperability and connection of the Project to such hardware, equipment, software and systems; and
- 2.3.8. resolve any problems/issues that may arise from the interface or interoperability of the System with the hardware, equipment, software or related systems of other third party vendors which interface, interoperate with or are operated or to be operated as part of or in conjunction with the System or any part thereof, such resolution to be without prejudice to the Vendor's obligations under this Agreement

and to deliver and install the System with no additional costs to SATS and within the Project Schedule.

- 2.4. The Vendor represents, warrants and undertakes:-
- 2.4.1. that it has the 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, any other part of the System, and the Documentation is free and unencumbered and will be transferred, assigned and/or granted to SATS on a free and unencumbered basis; and (b) it owns or has all necessary rights to grant the rights contemplated hereunder including all Intellectual Property Rights in the Software and Documentation;
 - 2.4.4. that all items supplied by the Vendor to SATS under this Agreement do not (whether alone or in any combination) infringe any Intellectual Property Rights, and it is not aware of any claims to or in 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 SATS' technical support staff and users will be complete, up-to-date, sufficient and adequate so as to enable SATS 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. to provide prompt acknowledgement of receipt, analysis and resolution, in accordance with the Detailed Specifications, of any technical problems notified by SATS to the Vendor;
 - 2.4.7. to provide, without additional charge to SATS, 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. SATS shall have the right to waive or delay any software upgrade, which waiver or delay shall not prejudice the right of SATS 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 SATS may request.
 - 2.4.10. to provide regular Monthly/Quarterly Billing Report to SATS [within 10 days] of the end each calendar month, an updated Billing Report on the complete list of Invoices by each SATS cost center billed, each SATS entity, each Invoice reference number and invoice date, name of SATS department head, each (Hi-Lift) equipment's assigned identification number, SATS contract reference number (Or SATS Purchase Order number) and the invoiced amount billed for that individual equipment unit (Or Invoiced work).
- 2.5. The Vendor further warrants and undertakes to allow SATS (including any professionals or other parties authorized by SATS for this purpose), from time to time, upon SATS giving notice to the Vendor, to audit the Vendor and/or its authorized representatives or licensors

- during normal office hours to ascertain whether the Project and the Services are being performed satisfactorily, and further to allow SATS audit rights of access and information in relation to the financial, accounting, legal and regulatory position of the Vendor, to ascertain the continued suitability of the Vendor to provide the System and the Services pursuant to this Agreement.
- 2.6. Where the Vendor, its subcontractors (if any) and its authorized personnel have been granted access to SATS' 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 SATS' site or office regulations (including its working arrangements with other vendors or contractors) and other instructions whilst at SATS' premises, and with the Terms and Conditions on Usage of Resources set out in **Annexure L (Terms and Conditions of Usage of Resources (and Specimen Individual Non-Disclosure Agreement))** as revised from time to time. The Vendor shall also ensure that its employees, subcontractors (if any) and other authorized personnel execute individual SATS' non-disclosure agreements, a specimen of which is set out in **Annexure L (Terms and Conditions of Usage of Resources (and Specimen Individual Non-Disclosure Agreement))**.
- 2.7. The review, comments, requirements, instructions, directions, or approvals (collectively referred to in this Clause 2.7 as "**SATS' directions**") made or given by SATS 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. SATS shall advise the Vendor in writing the name of the person who shall be SATS' authorized representative and the authorized representative shall be the only person authorized by SATS to make or provide SATS' directions on behalf of SATS and only those SATS' directions that are in writing and issued by SATS' authorized representative shall be valid. Any SATS 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 SATS shall not be treated as authorized by SATS and shall not be valid or binding on SATS.
- 2.8. Title to any parts (whether Hardware or Software) installed into the System as part of the Project will pass to SATS 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 SATS upon Operational Cutover or, in the case where Clause 16.3 is applicable, upon acknowledgement of acceptance by SATS, 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 SATS shall not constitute an agreement that the System/Services (including the parts) comply with such requirements, or constitute a waiver of any of SATS' 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 Specifications based on the SATS 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 Specifications, 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 SATS' approval as follows:-

- 3.3.1. SATS 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 SATS shall judge appropriate.
- 3.3.2. The Vendor shall take into account all comments and/or requests for amendment received from SATS 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 SATS within fourteen (14) days from the date on which SATS served its written notice.
- 3.3.3. The process described above shall be repeated until such time as SATS 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 SATS' approval of the Detailed Specifications under 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 License into, or combine software subject to an Open Source License with, the Software or a derivative work thereof;
 - 4.3.2. distribute software subject to an Open Source License in conjunction with the Software or a derivative work thereof; and
 - 4.3.3. use software subject to an Open Source License in the development of a derivative work of the Software;

without the prior written approval of SATS.

5. DELIVERY AND INSTALLATION

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. SATS shall conduct system tests and Acceptance Tests on the System in accordance with **Annexure G (Acceptance Plans)**, the Detailed Specifications and the Project Schedule.

- 6.2. Prior to such system tests and Acceptance Tests, SATS 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 the 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 SATS.
- 6.4. Acceptance of the System will be deemed to have taken place on the date of the written acknowledgement by SATS 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 first Acceptance Tests, SATS may require the Vendor to forthwith implement free of charge such alterations or modifications to the System and/or related Documentation as SATS shall in the circumstances and at its sole discretion judge necessary. The alterations or 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 SATS 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, SATS 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 SATS 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 SATS in the presence of the Vendor's representative(s). The Vendor shall not charge SATS 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 SATS 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 SATS 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 SATS 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 SATS 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 SATS'

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 SATS 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 SATS for SATS' use 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 SATS no less than two (2) copies of the revised versions of the source code and the 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 SATS 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 SATS 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 **Annexure 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 SATS, SATS 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 SATS, SATS users and/or its Authorized Users; and
 - 7.2.4. damage to the goodwill, reputation, image, prestige, trademarks or trade names of SATS, SATS users and/or that of its Authorized Users.
- 7.3. Without limiting any other right which SATS has under this Agreement or by operation of law, failure by the Vendor to achieve a Service Level shall result in a Service Level Credit pursuant to **Annexure H (Service Levels)**.
- 7.4. The Vendor shall perform the Services so as to meet both of the following:-
 - 7.4.1. the best industry and professional standards and practices; and
 - 7.4.2. 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 SATS 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, SATS shall be entitled to the payment of Service Level Credits in accordance with **Annexure H (Service Levels)**. Should the Vendor fail to meet the Service Levels on more than three (3) occasions, SATS shall be entitled to terminate this Agreement by giving written notice to the Vendor. Any termination of this Agreement pursuant to this Clause shall be without prejudice to any other rights or remedies any Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party.

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 SATS. Refresh will not be deemed to result in new services or additional costs or charges to SATS.
- 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 SATS to take advantage of technological advancements and to support SATS' efforts to maintain competitiveness in the markets in which it competes. In particular, the Vendor shall provide SATS with information and material relating to new information processing technology developments and trends, including new software and equipment developments that would or is expected to have an impact on the Services.
- 8.3. Without limiting any other provision in this Agreement, SATS' approval will be required for any changes that may (whether directly or indirectly) involve, introduce or cause risk to SATS' business or any charges under this Agreement or any other costs that SATS may incur or be liable for.
- 8.4. All Refresh must be approved by SATS in advance and must be implemented in accordance with the technology, security and architectural standards dictated by SATS or any other conditions or restrictions which may be prescribed by SATS as a condition to such approval.
- 8.5. SATS 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 **Annexure 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 SATS in accordance with the payment schedule set out in **Annexure 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 SATS after the corresponding relevant stage of the Project or the Services has been duly completed by the Vendor and accepted by SATS in accordance with this Agreement, specifying the amount payable by SATS and attaching evidence of acceptance of deliverables by SATS. SATS shall pay all undisputed charges within sixty (60) days of receipt of an invoice. If SATS fails to make such payment

due and payable by it within the said sixty (60) days, the Vendor shall provide to SATS a written reminder that would allow SATS to make payment within ninety (90) days of the original due date.

- 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.
- 9.5. The Vendor may charge SATS interest at a rate of one percent (1%) per month, starting from the first day after the sixty (60) day period as aforementioned in Clause 9.3, on any undisputed amount payable to the Vendor under this Agreement which is due and owing.
- 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 SATS.
- 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. SATS shall pay to the Vendor all amounts due under this Agreement net of any withholding tax (if applicable), and shall be permitted and entitled, if required in compliance with applicable laws or regulations, to withhold or deduct from the amounts payable to the Vendor under this Agreement such taxes, withholdings and/or deductions.
- 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 Project by the Targeted System Completion Date, the Vendor shall pay to SATS, by way of liquidated damages, a weekly sum equivalent to 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, SATS 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 SATS may have hereunder or at law.

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 **Annexure O (Form of Banker's Guarantee)**, by a reputable bank acceptable to SATS, on terms prescribed by SATS, 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 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 SATS, the actual amount of forfeiture to be determined by SATS, 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. SATS 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 **Annexure I (Change Request Form)** or such other written form as may be agreed between the Parties (the "**Change Request**"). Unless otherwise agreed, Change Requests shall be conducted in the following manner:-
 - 12.2.1. SATS may submit a Change Request detailing its requested variations to the Vendor, who shall provide SATS 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 SATS' 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 annexures and give revised copies of the affected annexures, Detailed Specifications and Documentation to SATS accordingly.
 - 12.2.3. Approved Change Requests shall be executed by both Parties by a Variation Order in the form set forth in **Annexure 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 SATS. 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.

13. CONFIDENTIALITY

- 13.1. For the purposes of this Agreement, "**Confidential Information**" means any information of or relating to SATS, or provided by SATS to the Vendor, that the Vendor will obtain in the course of carrying out the 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, affairs and the operations and systems of SATS, SATS users and its Authorized Users and customers. Any information which the Vendor has received or will receive from SATS that is marked as "Confidential" or "Proprietary" or with words to similar effect shall also be considered Confidential Information.
- 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 SATS in writing; (b) the Confidential Information is or subsequently becomes publicly available without the Vendor being in breach of any obligation owed to SATS; (c) the Confidential Information became known to the Vendor from a source other than SATS other than by a breach of an obligation of confidentiality; or (d) the Confidential Information is independently developed by the Vendor. 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.
- 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 SATS, procuring written undertakings of confidentiality in favour of SATS.
- 13.4. Upon request, and upon termination or expiry of this Agreement, the Vendor shall (as requested by SATS in writing) (a) immediately return to SATS all materials relating to the Project, the provision of Services, and this Agreement (including copies thereof); and/or (b) destroy such materials (or copies) to SATS' satisfaction, as determined by SATS at its sole discretion. The Vendor shall confirm in writing to SATS within three (3) Business Days that it has complied with its obligations under this Clause 13.4.
- 13.5. The provisions of this Clause 13 shall survive, and continue to be binding on the Vendor after, the termination 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 SATS during performance or for the purposes of the Services, then without prejudice to the provisions of Clause 13 and **Annexure M (IT Security Requirements)**, the Vendor and its personnel shall:-
- 14.1.1. use and/or hold such Data for the purposes and in the manner directed by SATS and not otherwise modify, amend or alter the contents of Data or disclose or permit the disclosure of such Data to any third party unless specifically authorized in writing by SATS, and take all such steps as may be necessary to safeguard such Data;
- 14.1.2. 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

14.1.3. return to SATS or destroy such Data on request or termination or expiry of this Agreement (whichever is sooner) in accordance with Clause 13.4.

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

- (a) publish, exploit, distribute, duplicate or reproduce (or permit the same of) any of the Data or any contents thereof; or
- (b) in any way use (or permit the use of) any of the Data or any contents thereof;

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

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 SATS upon the expiry or termination of this Agreement.

14.4. Protection of Personal Data

14.4.1. The Vendor and its personnel shall comply in all respects with any applicable or relevant data protection legislation or regulations regarding Personal Data. The Vendor represents warrants and undertakes that it shall use and process the Personal Data only for the purpose of providing the Services in accordance with this Agreement or otherwise in any documented instructions which the Vendor may receive from SATS from time to time and that:-

- (i) It shall adhere to the requirements of the PDPA and other Applicable Data Protection Laws;
- (ii) Access to the Personal Data will be given only to the Vendor's and any permitted subcontractor's employees, personnel, agents, principals and contractors who 'need to know' and only to the extent necessary to perform the Vendor's obligations under this Agreement, and ensure that such employees, personnel, agents, principals and contractors who are authorized to collect, process, disclose and/or use the Personal Data are under appropriate and legally enforceable confidentiality obligations;
- (iii) It shall comply with all of SATS' security policies, standards, requirements and specifications, as notified to the Vendor by SATS in writing from time to time, with respect to safeguarding or dealing with Personal Data;
- (iv) It shall institute and maintain appropriate technical and organizational safeguards and measures against the unauthorised access, use, or disclosure of Personal Data that are no less rigorous than the most rigorous practices of SATS and the Vendor, for similar types of information;

- (v) Without undue delay, it shall notify SATS about any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data or any accidental or unauthorised access or any other event materially affecting the integrity, availability or confidentiality of Personal Data;
- (vi) It shall provide the individuals to whom the Personal Data relates ("**Subject Individual**") with access to their Personal Data and the ability to correct such Personal Data upon request along with their other rights under Applicable Data Protection Laws and promptly notify SATS upon receipt of any request from Subject Individuals seeking to exercise such rights;
- (vii) It shall ensure that Personal Data is stored or recorded accurately;
- (viii) It will not modify, alter, delete, publish or disclose any Personal Data to any third party, nor allow any third party to process such Personal Data on the Vendor's behalf unless SATS has given its prior written consent or it is required to do so by law; and
- (ix) It will not retain the Personal Data longer than is necessary for the provision of the Services hereunder.

14.4.2. The Vendor shall immediately rectify, erase or complete any Personal Data on receiving instructions to this effect from SATS. The Vendor undertakes in particular to rectify, erase or complete any Personal Data if it appears that such measures are required by the requirements of any applicable laws, rules and/or regulations.

14.4.3. The Vendor shall not transfer any Personal Data out of Singapore without the prior written consent of SATS. If given, the Vendor shall provide an adequate level of protection to any Personal Data transferred in accordance with the PDPA and other Applicable Data Protection Laws, SATS' IT security policy and all reasonable instructions of SATS. The Vendor shall also specify the countries and territories to which the Personal Data may be transferred.

14.4.4. The Vendor shall be liable for the use and processing of the Personal Data and undertakes to fully indemnify SATS and the SATS users in respect of any penalties (including any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority), liabilities, claims, costs, legal fees (solicitor-client basis), demands, losses and damages as a result of any breach of the Vendor's obligations under this Clause 14.4 or the Vendor's fault or negligence in performing these obligations, or any act or omission of the Vendor or any of its officers, employees, advisors, agents and representatives which results in SATS or any SATS user breaching the PDPA and/or other Applicable Data Protection Laws.

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 SATS for the purposes of this Project (as may be more particularly set out in **Annexure D (Deliverables)** and/or **Annexure E (SATS/RFP Requirements)**), shall, unless otherwise expressly agreed between the Parties, be deemed to be irrevocably transferred, assigned to and/or vested in SATS on a perpetual, irrevocable and unconditional basis, on and from the date of creation of the same without further charge. If required by SATS, the Vendor shall do all such things and sign all such documents necessary to vest all such Intellectual Property Rights assigned or otherwise transferred or granted to SATS under this

Agreement. For avoidance of doubt, unless otherwise expressly agreed, the Vendor shall have no right to 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 SATS all necessary licenses of Intellectual Property Rights for any third party proprietary matter contained in the System to enable SATS to use and operate the System (without further costs to SATS).

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 SATS the following rights without further charge:-

- 15.2.1. a worldwide, irrevocable, fully paid-up, royalty-free and transferable license 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
- 15.2.2. 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 SATS, 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 SATS 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**"). SATS shall use reasonable commercial efforts to inform the Vendor of any Intellectual Property Infringement upon becoming aware of the same. In addition to and without prejudice to the above and any other rights in contract or at law:-
- 15.4.1. if required by SATS, 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;
- 15.4.2. if required by SATS, 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 SATS' approval; and/or
- 15.4.3. SATS shall be entitled to reject the entire System, Services, Refresh and/or Documentation and terminate this Agreement. Thereupon, the Vendor shall refund to SATS the entire Contract Sum or all sums which SATS has paid to the Vendor for the Project. For the avoidance of doubt, SATS shall be entitled to exercise its rights under this Clause regardless of the extent or materiality of the Intellectual Property Infringement. Such rights of termination shall be without prejudice to SATS' other rights and remedies under this Agreement.

16. REPRESENTATIONS & WARRANTIES

16.1. The Vendor hereby represents and 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:-

16.1.2.1. 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;

16.1.2.2. 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; and

16.1.2.3. 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 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 SATS Requirement.

16.2. The Vendor further represents and warrants 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 SATS, SATS users, Authorized Users and/or SATS' vendors. The Vendor shall, without prejudice to any other right of action available to SATS under this Agreement or under any general law, notify SATS immediately if the 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 SATS 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 **Annexure 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 [■] 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 SATS' other rights and remedies under this Agreement.

- 16.4. The Vendor agrees to provide comprehensive maintenance services (a) upon the request of SATS, (b) in relation to the System (which shall include the provision of Software upgrades as described in **Annexure D (Deliverables)**), (c) at the agreed maintenance charges set out in **Annexure 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 **Annexure H (Service Levels)**. The Vendor agrees to execute a formal Maintenance Agreement with SATS in the format set out in **Annexure P (Form of Maintenance Agreement)**, before the expiry of the Warranty Period. The Vendor shall not be obliged to provide, and SATS 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 Services and the Software will be free from date 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 date 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 SATS pursuant to Clause 30.6 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 SATS.
- 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

SATS 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 Detailed Specifications, any such inability to be determined by SATS in its sole discretion. Such appointment and step-in Services shall be completed within such period as determined by SATS. The Vendor shall reimburse SATS for the additional costs of engaging an alternative vendor. SATS will also not be required to pay the Vendor the fees for such Services not provided by the Vendor in accordance and in full conformity with the provisions of this Agreement. In addition to the foregoing, SATS shall be entitled in its sole discretion to require the Vendor to refund to SATS any fees that may have been paid in advance by SATS to the Vendor pursuant to Clause 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 SATS' rights or remedies under this Agreement or at law.

18. TERMINATION

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

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

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

18.1.3. SATS 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:-

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

18.2.1.2. as specifically provided in this Agreement;

18.2.1.3. 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

18.2.1.4. 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 SATS (at no additional cost to SATS) to conduct a proper and full handover of the Services (including any Refresh) to SATS and/or its appointed contractor(s) in accordance with Clause 24. The Vendor will hand over updated and complete Documentation (including, for the avoidance of doubt, completely updated with changes implemented during the duration of this Agreement), and if required by SATS, in good faith conduct briefing sessions, presentations and on-the-job training to SATS staff and/or SATS-appointed vendors; and

18.3.2. immediately cease to use the Confidential Information and proprietary materials of SATS, and return all property in its possession belonging to SATS, including all Confidential Information in whatever form (whether written or oral, tangible or

intangible, in electronic format or otherwise, or disclosed to the Vendor by SATS whether in connection with this Agreement or not (including all copies or reproductions thereof made by it)) or destroy the same if requested by SATS, in accordance with SATS' instructions.

- 18.4. Where SATS terminates this Agreement pursuant to Clause 18.2.1, the Vendor shall immediately (a) reimburse SATS for all additional cost and expenses of engaging an alternative vendor(s) for the System and Services; or (b) refund to SATS the cost of any delivered System or part thereof which SATS chooses, at its sole discretion, to reject in totality; or (c) provide a refund to SATS for any goods and/or services previously paid for, but are now rejected by SATS or no longer usable, as determined by SATS 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 SATS, the SATS 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 SATS a certificate issued by the Vendor's insurer evidencing all the insurance coverage as required by this Agreement prior to the execution of this Agreement failing which SATS can take out such necessary insurance as it deems fit and look to the Vendor for all costs incurred.

- 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 SATS, SATS 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 SATS.
- 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 SATS and/or any SATS users by the Vendor's (a) infringement of any Intellectual Property Rights of SATS or any third party, (b) breach of SATS' security (whether under **Annexure M (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. SATS shall not be liable to the Vendor for any special, incidental, indirect, consequential, exemplary or punitive damages (including without limitation, damages for lost profits, anticipated profits, contract, reputational loss, production, corruption of data, operation time, revenue, economic loss, business opportunity relating to this Agreement, any of the services or work product provided under this Agreement or any other subject matter of this Agreement and regardless of whether such claim be based on contract, tort, equity or otherwise.
- 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 SATS 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 SATS 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 22:-

If to SATS:
SATS Catering Pte Ltd
Attention: Lim Yong Jun

If to Vendor:
[Insert Vendor's company name]
[attention]

20 Airport Boulevard
Singapore 819659

[insert address]

With a copy to:
1) SATS Ltd
SATS Legal, General Counsel

With a copy to:
[company name]
[attention]
[address]

20 Airport Boulevard
Singapore 819659

2) SATS Ltd
SATS Technology
Manager, Procurement & Contracts

SATS Ltd.
SATS Information Technology Services
SATS Airfreight Terminal 5 (AFT5),
Core L, Level 4

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

23. DISPUTE RESOLUTION

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

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

24. HANDOVER

- 24.1. At the end of the Vendor's engagement under this Agreement (whether by early termination or upon the expiry of the term of this Agreement), the Vendor shall follow the handover procedures described in Annexure N (Handover Procedure).
- 24.2. The Vendor shall schedule and provide thirty (30) days (or such longer period as SATS may reasonably request) handover training to SATS and/or a new SATS appointed vendor during the last month of its engagement under this Agreement. If the Vendor's services were terminated prior to the expiry of the term of this Agreement, the thirty (30) day period shall commence on the date of such termination. The training shall be in accordance with the guidelines described in Annexure N (Handover Procedure).
- 24.3. SATS may request an early handover which the Vendor shall use best efforts to accede to.
- 24.4. 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).

25. ESCROW

- 25.1. If required by SATS, within sixty (60) Business Days of the date of this Agreement, SATS and the Vendor shall enter into an escrow agreement (the "**Escrow Agreement**") with a third party escrow agent (the "**Escrow Agent**") acceptable to all the Parties for the deposit of the source code and the object code, Software and any other related Documentation necessary to understand, maintain, modify and correct the Software and such other items as SATS may reasonably specify (collectively referred to as the "**Deposit Materials**"), and SATS and/or the Vendor shall deposit the Deposit Materials within seven (7) Business Days of the Acceptance Date. The costs of the Escrow Agent shall be borne in equal amounts by SATS and the Vendor.
- 25.2. Where from time to time enhancements, error corrections, or any upgrade developments or improvements to the Software are made by the Vendor pursuant to the Agreement, the Vendor shall, within thirty (30) days of such change being effected to the Software, deliver to such Escrow Agent no less than two (2) copies of the revised versions of the source code and the object code of the Software and revised related Documentation in complete, accessible and readable form.
- 25.3. The Parties shall ensure that the Escrow Agreement contains terms authorizing such Escrow Agent to, upon SATS' written notification, make and release a copy of the Deposit Materials to SATS for its use upon:-
 - 25.3.1. the Vendor ceasing that portion of the Vendor's ongoing business operations relating to the provision of maintenance and support services hereunder; and such services are not available or made available, or are made available but on terms less favorable in aggregate than those made available by the Vendor, from an affiliate or partner of the Vendor;
 - 25.3.2. the Vendor ceasing or threatening to cease business;
 - 25.3.3. the Vendor being unable to pay its debts, or making a composition or arrangement with its creditors generally, or is placed under the judicial management of a judicial manager or similar officer, or has a petition for winding up passed, otherwise than for the purpose of a reconstruction, amalgamation, restructuring or reorganization, or has distress or execution levied on or against all or any part of its property and such is not discharged within fourteen (14) days from the last date of such levy;

25.3.4. the Vendor defaulting in any obligation or term of the Maintenance Agreement and failing to remedy such default or breach notified by SATS to the Vendor under the terms of the Maintenance Agreement (or, in the absence thereof, within fourteen (14) days of the notification of breach);

25.3.5. termination of the Maintenance Agreement prior to expiry other than termination for convenience (if applicable); or

25.3.6. otherwise with the written authorization of both Parties.

The Escrow Agreement shall be for a term whose final termination date shall not be earlier than 12 months after the latest of the following to occur:-

- (a) the expiry of the Warranty Period;
- (b) the expiry of the Maintenance Agreement (if applicable); and
- (c) the termination of this Agreement.

25.4. The Escrow Agent appointed under this Clause 25 shall be based in Singapore.

26. GOVERNING LAW

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

27. NON-SOLICITATION

27.1. 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 SATS and who is or was involved in the performance of this Agreement to terminate his or her employment with SATS.

28. CHANGE OF CONTROL

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

29. ANTI-BRIBERY AND ANTI-CORRUPTION

29.1 The Vendor undertakes, represents and warrants that:

29.1.1 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

29.1.2 without prejudice to the generality of Clause 29.1.1, 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.

- 29.2 The Vendor agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to SATS. The Company and SATS shall have the right to immediately terminate this Agreement by giving written notice to the Vendor.
- 29.3 SATS shall have the right to terminate this Agreement if the Vendor breaches this Clause 29.

30. GENERAL

30.1. **Non-Exclusivity:**

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

30.2. **Waiver:**

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

30.3. **Severability:**

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

30.4. **Assignment/Novation:**

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

30.5. **Binding Effect on Successors-in-title:**

This Agreement shall operate for the benefit of and be binding on the successors in title and permitted assigns of each Party.

30.6. **Sub-Contracting:**

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

30.7. **Set-Off:**

Notwithstanding any other provision to the contrary contained in this Agreement, SATS will be entitled, at any time and from time to time, without notice to the Vendor, to set off, withhold and/or deduct from any and all amounts payable to the Vendor (whether under this Agreement or any other agreement), any and all sums that may be due and owing by the Vendor to SATS, its related or associated companies, whether under this Agreement or

otherwise (including without limitation, any liquidated damages payable under any of the Clauses of this Agreement, or any amounts previously overpaid to the Vendor).

30.8. Entire Agreement/Amendments:

This Agreement, including all Annexures, 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.

30.9. No Partnership or Joint Venture:

Nothing in this Agreement shall create or be deemed to create a partnership or joint venture between the Parties and unless otherwise expressly provided in this Agreement, no Party shall enter into, or have authority to enter into, any engagement on behalf of the other Party, or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other Party. The Parties enter into this Agreement as independent contractors.

30.10. Publicity:

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

30.11. Exclusion of Third Party Rights:

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

30.12. Time is of the essence

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

30.13. Survival

The rights and obligations of the Parties under Clauses 2.4.3, 2.4.4, 9.8, 11.2, 13, 14, 15, 20, 21, 23, 24, 25, 26, 27, 30.2, 30.3, 30.5, 30.7, 30.8, 30.10, 30.11 and 30.13 shall survive any termination of this Agreement.

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

SATS

SIGNED BY SENIOR VICE PRESIDENT

Sales & Marketing]
(Name of authorized signatory)]
for and on behalf of]
SATS Ltd]

WITNESS BY EXECUTIVE

Sales & Marketing]
(Name of authorized signatory)]
for and on behalf of]
SATS Ltd]

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

VENDOR

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

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

**ANNEXURE A
CONTRACT SUM AND PAYMENT SCHEDULE**
(reference: Clauses 9.1, 9.3, 10.1, 16.4)

PART 1: CONTRACT SUM

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

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

PART 2: PAYMENT SCHEDULE

No.	Description	Percentage	Amount (S\$)
1	Upon signing of this Agreement		
2	Upon SATS sign off of Detailed Specifications		
3	Upon SATS sign off on Acceptance Tests		
4	Upon SATS sign off on Operational Cutover		
5	Upon SATS sign off on expiry of Warranty Period		
Grand Total		100%	

**ANNEXURE B
PROJECT SCHEDULE**
(reference: Clause 1.1, 3)

No.	Deliverable	Delivery Period/Date	Remarks/Other Requirements
1.	Delivery of Detailed Specifications by the Vendor to SATS	On or before [■]	
2.	Delivery of Documentation by the Vendor to SATS	On or before [■]	
3.	[Acceptance Test]		
4.	[Operational Cutover]		

ANNEXURE C
PROJECT ORGANISATION CHART AND PROJECT TEAM
(reference: Clause 2.3.2)

Project Organisation Chart

[Please provide]

Vendor Team Members

[Please provide]

**ANNEXURE D
DELIVERABLES**

(reference: Clauses 1.1, 15.1, 16.4)

No.	Deliverable	Description	Remarks/Other Requirements
1.	Hardware		
2.	Software		
3.	System		
4.	Site		
5.	Refresh		
6.	Software Upgrades		

[Please provide]

ANNEXURE E
SATS/RFP REQUIREMENTS
(reference: Clauses 1.1, 2.2.3, 15.1)

[Please provide]

**ANNEXURE F
TRAINING**
(reference: Clause 2.2.6)

[Please provide]

ANNEXURE G
ACCEPTANCE PLAN
(reference: Clauses 1.1, 6.1)

[Please provide]

**ANNEXURE H
SERVICE LEVELS**

(reference: Clauses 1.1, 7.1, 7.3, 7.6, 16.3, 16.4)

[Please provide]

**ANNEXURE I
CHANGE REQUEST FORM**
(reference: Clause 12.2)

(A) To be completed as per Change Request: More details attached: Yes / No	
Module:	Project Manager:
Created by:	Date:
Change Request No:	Initiated by:
Description of Change:	
(B) To be filled in by Project Manager:	
Impact if Change is Not Incorporated:- More details attached: Yes / No	
Contingency Plan:- More details attached: Yes / No	
Alternatives:- More details attached: Yes / No	
Proposed Change Type (Check one):-	
<input type="checkbox"/> Problem/Not following plan	<input type="checkbox"/> Scope
<input type="checkbox"/> Improvement	<input type="checkbox"/> Others (Remarks):
Documents and Deliverables (Please list all):-	
Estimate of Impact:- Minimum / Moderate / Major (Full evaluation required: Yes / No)	
(C) Impact Assessment by Vendor	
Schedule Impact: -	
Cost Impact: -	
Remarks (if any): -	

(D) To be completed and closed by Project Manager	
Decision:	
Approved / Rejected / Deferred until [Date]	
SATS/SATS Representative (as applicable): <Insert Name>	Signed by and date:
SATS Project Manager (if applicable): <Insert Name>	Signed by and date:
Project Approval Authority(as spelt out in project governance) e.g. PSC, MRC or Sponsor <Insert Name>	Signed by and date:
Remarks (if any):	

**ANNEXURE J
VARIATION ORDER**

(reference: Clauses 1.1, 12.2.3)

This Variation Order (“VO”) made this [] day of [], 20[] (the “VO Effective Date”) will confirm the mutual understanding and agreement of **[SATS Entity]** (“SATS”) and **[to insert name of Vendor]** (the “Vendor”) as to the terms on which Vendor will provide to SATS, 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]** 20 [] and executed between SATS 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. 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 SATS under this VO.
3. 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 SATS. The term of this VO may be extended by the mutual written agreement of the parties.
4. During the term of this VO, the Vendor will provide to SATS 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.
5. In connection with the provision of Services and Deliverables hereunder, SATS undertakes the obligations (including the case may be, any required SATS support services and/or resources to be applied) described in the attached Exhibit II. SATS representative who will have management responsibility for SATS in connection with this VO is also designated in Exhibit II.
6. For the Services and/or Deliverables provided by the Vendor to SATS under this VO, SATS will pay to the Vendor the amounts specified in the attached Exhibit III.
7. The Services and/or Deliverables provide to SATS by the Vendor under this VO will also be subject to the additional provisions set forth in the attached Exhibit IV.

- 8. To the extent of any conflict and/or inconsistency between the provisions herein and the provisions of the Agreement, the provisions of the Agreement shall prevail.

Signed By:

Signed By:

[SATS ENTITY]

[Insert Name of Vendor]

 Name:
 Designation:
 Date:

 Name:
 Designation:
 Date:

- Exhibits:
 Exhibit I – Vendor Services and Deliverables
 Exhibit II – SATS Obligations
 Exhibit III – Vendor Fees and Payment Schedule
 Exhibit IV – Additional Provisions

**ANNEXURE K
GUIDES**
(reference: Clause 2.3.3)

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

ANNEXURE L
TERMS AND CONDITIONS OF USAGE OF RESOURCES (AND SPECIMEN INDIVIDUAL
NON-DISCLOSURE AGREEMENT)

(reference: Clause 2.6)

(i) TERMS AND CONDITIONS OF USAGE OF RESOURCES

Unless the context otherwise requires, references in this Annex to SATS or SATS' network, systems and assets refers to **[SATS Entity]** 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 SATS, this letter is to confirm your said engagement by SATS will be subject to the terms and conditions of the Agreement, and the following terms and conditions as set out within this Annexure (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. endeavor 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 authorized 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 organization;
 - iv. circulating "chain letters" or spreading rumors;
 - v. distributing third party copyright materials;
 - vi. distributing trade secrets or sensitive corporate information which may

- vii. cause damage to the organization, financially or otherwise; or 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 unauthorized 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 authorization 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 authorization 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 unauthorized 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 endeavor 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 a minimum 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:

Name:
Designation:
Company:
Date:

(ii) SPECIMEN INDIVIDUAL NON-DISCLOSURE AGREEMENT

1.1 Recognition of SATS Services' Rights

At all times during my employment with _____ <Name of Vendor> and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the SATS' Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the SATS, or unless an officer of SATS expressly authorizes such in writing. I will obtain SATS' written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at SATS and/or incorporates any Proprietary Information. I hereby assign to SATS any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of SATS and its assigns.

1.2 Proprietary Information

The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of SATS. By way of illustration but not limitation, "Proprietary Information" includes

- (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and
- (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and
- (c) information regarding the skills and compensation of other employees of SATS.

Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

1.3 Third Party Information

I understand, in addition, that SATS has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on SATS' part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment with _____ <Name of Vendor> and thereafter, or when I leave my employer, I will hold Third Party Information in strictest confidence and will not disclose to anyone (other than SATS personnel who need to know such information in connection with their work) or use, except in connection with my work for SATS, Third Party Information unless expressly authorized by an officer of SATS in writing.

1.4 No Improper Use of Information of Prior Employers and Others

During my employment, I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of SATS any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by SATS.

I hereby sign this Non-Disclosure Agreement as an addendum to the Agreement signed between _____ <Name of Vendor> and SATS with regards to _____ <Name of Project>.

IN WITNESS WHEREOF, the following parties hereto have executed this Non-Disclosure Agreement as of the date stated below.

Team Member

Project Manager

Name:
Designation:
Date:

Name:
Designation:
Date:

ANNEXURE M
IT SECURITY REQUIREMENTS
(reference: Clauses 2.3.4, 14.1, 21.3)

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

- 1.1 Undertake to ensure that all its personnel/ subcontractors/ agents are aware of their security responsibilities, and will comply with SATS security policies, standards, requirements and specifications, as updated by SATS in writing from time to time.
- 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 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 (applicable to hosting services):
 - 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 outside 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; and
 - 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.

ANNEXURE N
HANDOVER PROCEDURE
(reference: Clause 24.1)

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

1. Engagement Feedback

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

2. Update Engagement Plan and Engagement Profile

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

3. Engagement Wind-up

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

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

4. Major Tasks

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

5. Validation and Verification

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

6. Exit criteria

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

7. Phase Deliverables (where applicable)

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

8. Hand Over Details – General (where applicable)

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

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

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

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

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

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

ANNEXURE O
FORM OF BANKER'S GUARANTEE
(reference: Clause 11.1)

[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]

ANNEXURE P
FORM OF MAINTENANCE AGREEMENT
(reference: Clauses 1.1, 16.4)

N.A. for this particular Tender