

INDUSTRY DIGITAL ENABLEMENT PLATFORM ("iDEP")

REGISTERED USER'S AGREEMENT

This Registered User's Agreement is an agreement between Singtel and a Registered User. If you are a Registered User, you shall also be bound by the following terms and conditions of this Registered User's Agreement, in addition to the Terms of Use.

1. DEFINITIONS

1.1 Unless otherwise specified, the words used in this Registered User's Agreement shall have the same meaning and construction as words used in the Terms of Use. Additionally, the following definitions shall also apply in this Registered User's Agreement:

"Data Product Information": Information about a Data Product, which can be Pure Data Product Information or AI Product Information.

"Pure Data Product Information": A description of the content of the Pure Data Product as set out below:

- (i) the relevant geography that the content of the Data Product relates to;
- (ii) the categories under which a Registered User's Data Product should be listed;
- (iii) the format of the Data Product (e.g. JSON, XML, CSV, etc.);
- (iv) the schema or structure of the Data Product;
- (v) whether a Registered User's Data Product is a real-time data stream or reference data;
- (vi) details of the API to call and the associated keys (if applicable);
- (vii) the sources of the content of the Data Product;
- (viii) the relevant time periods that the content of the Data Product relates to;
- (ix) customer reviews (if any); and
- (x) any other information that Singtel may from time to time request.

"AI Product Information": A description of the content of the AI Product as set out below:

- (i) the categories under which a Registered User's AI Product should be listed;
- (ii) details of the API to call and the associated keys (if applicable);
- (iii) the sources of the content of the AI Product;
- (iv) customer reviews (if any); and
- (v) any other information that Singtel may from time to time request.

"Applied Programming Interface" (API): A set of functions and procedures that allow the creation of applications which access the features or data of an operating system, application, or other service.

2. ACCOUNT SECURITY

2.1 Registered Users must keep their account details, log-on identification and password confidential and not disclose them to any third party.

2.2 Registered Users must use all reasonable efforts to protect the security of their log-on identification and password and not to permit other individuals, besides employees or contractors approved by them, to use their log-on identification and password to gain access to the Site.

2.3 Registered Users will not attempt to obtain or gain access to the account details, log-on identification, password or any other security information belonging to any other Registered User.

2.4 Registered Users who choose to engage the services of third-parties ("**Third Party Service Providers**") to process Data Products acquired through this Site (including, but not limited to, processing for the purpose of aggregating Data Products acquired through this Site with other third party data or information, or sharing Data

Products acquired through this Site with the Registered Users' own Third Party Service Providers) ("**Third Party Services**") do so entirely at their own risk. Registered Users acknowledge and agree that: (a) their engagement of such Third Party Service Providers may be subject to the terms and conditions of, and privacy practices implemented by, these Third Party Service Providers; (b) neither Singtel nor its related corporations is a party to the agreement between the Registered User and its Third Party Service Provider for such Third Party Services ("**Third Party Contracts**") (unless that Registered User is a Singtel Group Corporation); and (c) in the event of any conflict between their obligations under the Third Party Contracts, and the obligations under the Terms of Use and this Registered User's Agreement, the Registered Users' obligations under the Terms of Use and this Registered User's Agreement shall take precedence.

2.5 Registered Users (other than a Singtel Group Corporation) who engage Third Party Service Providers to provide Third Party Services also acknowledge and agree that Singtel and its related corporations assume no responsibility or liability to any Registered User arising out of or in connection with the Third Party Contracts, including but not limited to any breaches of the Third Party Contracts by the Registered User. Each Registered User is responsible for dealing with any claims by the Third Party Service Providers or any other issues arising out of or in connection with the Third Party Contracts entered into between that Registered User and the Third Party Service Providers.

2.6 If a dispute arises between a Registered User (other than a Singtel Group Corporation) and its Third Party Service Provider, or any third party claims are brought against any Singtel Group Corporation arising out of, in connection with, or relating to any breach of an individual's data privacy, that Registered User agrees to release and fully indemnify the Singtel Group (and its employees, representatives and agents) from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of in any way connected to such disputes.

3. REPRESENTATIONS & WARRANTIES

3.1 If the User is also a Registered User, that Registered User shall additionally represent and warrant to the Singtel Group that:

3.1.1 if it is a corporate entity, or a non-corporate body or organization, that it is duly organized and registered, and validly existing and in good standing under the laws of its jurisdiction of incorporation or formation;

3.1.2 if he is an individual, that he is at least 18 years old and has provided Singtel with his name as reflected in his passport;

3.1.3 it has all requisite rights, power and authority to enter into these Registered User's Agreement, perform its obligations and grant the rights it grants hereunder;

3.1.4 any information, including but not limited to personal data, provided by the Registered User or its affiliates to the Singtel Group is true, accurate and complete, and the Registered User will immediately update such information as necessary to ensure it remains accurate and complete at all times;

3.1.5 it will comply with the restrictions specified in Clause 5.1 below. Without prejudice to the foregoing, in the event that any of its Uploads or Data Products contain personal data of individuals ("**Subject Individuals**"), and notwithstanding any rights or remedies that Singtel may exercise for any breach of Clause 5.1.2 below, the Registered User also further represents and warrants that:

- (a) the Registered User has the authority and consent of the Subject Individuals to upload their personal data to the Site or to include such personal data into the Data Products, for the purposes set out in this Registered User's Agreement and the SPULA;
- (b) the Subject Individuals have consented to the Registered User collecting, using, and disclosing such personal data for the purposes set out in this Registered User's Agreement and the SPULA; and

- (c) the Registered User, as authorised by and on behalf of each Subject Individual, further consents to and authorises the collection, use and disclosure by the Singtel Group of the personal data, for the purposes set out in the Terms and this Registered User's Agreement;

3.1.6 it and all of its subcontractors, agents and suppliers will comply with all applicable laws in their performance of their obligations and exercise of their rights under this Registered User's Agreement; and

3.1.7 it is not listed on (and is not located in any country that is listed on) any prohibited, sanctioned, embargoed or restricted list published by the United States Government, the United Nations or the Council of the European Union.

4. LISTINGS

4.1 To list a Data Product on the Site, the Registered User must log on to the Site using its/his user account and also submit: (a) the Pure Data Product Information, if the Registered User is listing a Pure Data Product; or (b) the AI Product Information, if the Registered User is listing an AI Product.

4.2 Before a Registered User submits a Data Product for listing, the Registered User will be provided with an opportunity to check and correct its/his Data Product Information.

4.3 Registered Users will be informed via the Site whether or not their application to list a Data Product will be approved and listed on the Site. Singtel typically requires between three (3) to five (5) business days to provide feedback on all such applications to list Data Products. Singtel reserves the right at its sole discretion to reject any of the Registered Users' Data Products from being listed on the Site.

5. PROHIBITED LISTINGS

5.1 Registered Users may not post any Uploads or list any Data Products on the Site, that:

5.1.1 contain any obscene, offensive, indecent, pornographic, inflammatory, defamatory or otherwise objectionable material;

5.1.2 contains personal data of individuals or information about identifiable individuals or could be used to identify individuals (other than personal information that is submitted to Singtel as part of the registration process for an account on the Site);

5.1.3 has been illegally acquired;

5.1.4 the Registered User does not have the requisite rights to list on the Site;

5.1.5 contains state or national secrets;

5.1.6 violates local or international laws;

5.1.7 is falsified; or

5.1.8 constitutes such other types of data that may be specified by the Singtel Group from time to time, at the Singtel Group's sole discretion.

6. UPLOADS

6.1. All Uploads to this Site may be reviewed, vetted and moderated by Singtel before it is distributed, published and made available to other Registered Users on this Site. Singtel retains its full and absolute discretion in respect of the inclusion or removal of these Uploads, including its discretion not to publish any Upload for any reason.

6.2. Registered Users should ensure that their Uploads are compliant with all applicable laws and do not breach any contract or obligation between them and a third party or infringe any Intellectual Property Rights of a third party.

6.3 Singtel has sole and absolute discretion to determine if an Upload is in breach of any content standards or guidelines, or contains any fact or opinion that may be unlawful, inaccurate, misleading, deceiving, defamatory, obscene, offensive, hateful, inflammatory, discriminatory, in contempt of court, incites violence, promotes sexually explicit material, instigates an act of terrorism, harasses or annoys any other person, impersonates any other person, touts any other person or contains any advertising or promotion of services or web links to other websites.

6.4 Singtel Group may take any action it deems fit or necessary in response to any Upload, including removal of the Upload, immediate, temporary or permanent withdrawal and termination of a Registered User's right to use this Site or of the Registered User's continued status as a Registered User, seek any reimbursement of costs, expenses and charges on an indemnity basis as a result of Registered User's breach or for the purposes of investigating such breach or commencing any legal action against the Registered User.

6.5 Singtel Group shall not be responsible or liable to the Registered User or any third party for the Uploads submitted by the Registered User. Views expressed by a Registered User on the Site do not represent views or values of the Singtel Group.

6.6 All Uploads submitted by a Registered User to this Site will be considered non-confidential and non-proprietary. If your Upload is likely to contain any confidential information or trade secrets, please redact such information or refrain from submitting it to this Site. Singtel Group will not be held liable or responsible for any disclosure of confidential information or trade secrets by a Registered User in the course of the use of the Site.

6.7 If disclosure of such confidential information is required for the evaluation of a Registered Users' Upload, the Registered User may wish to enter into a separate confidentiality or non-disclosure agreement with the relevant recipients at the appropriate juncture.

6.8 While a Registered User retains all ownership rights in its/his Uploads to the Site, the Registered User shall grant Singtel Group a limited licence to use, store and copy such Uploads for any purpose including advertising, marketing, promotional or publicity purposes, and to distribute, publish and make such Uploads available to other Registered Users on this Site. The Registered User agrees that it/he shall have no recourse against any of the Singtel Group Corporations for any alleged or actual infringement or misappropriation of any proprietary right in its/his communications with Singtel or any of its related corporations.

6.9 The Registered User also agrees to grant to the Singtel Group a non-exclusive, royalty-free, worldwide, perpetual licence, with the right to sublicense, reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services), that the Registered User submitted to public areas of the Site (such as message boards, forums, member profiles, or other features on the Site that allow Users to post information that will be accessible by the public or the user population generally) by all means and in any media now known or hereafter developed.

6.10 Except for any personal, individually identifying information that a User submits as part of the registration process for an account on the Site (which the Singtel Group agrees to keep confidential), any feedback, data, answers, questions, comments, suggestions, plans, ideas or the like that a User sends to Singtel or its related corporations via the Site, email or otherwise, will be treated as being non-confidential and non-proprietary. Singtel Group assumes no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. Singtel Group will also be free to use any ideas, concepts, know-how or techniques contained in information that the User sends to Singtel or its related corporations, for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and services incorporating such information.

7. GRANT OF RIGHTS

7.1 At all material times, the Singtel Group does not have ownership of or access to the Producer's Data Product. For the avoidance of doubt, the Registered User also acknowledges that the Site only hosts a listing of the Data Product, and not the Data Product itself.

7.2 Producer grants the Singtel Group a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and licence to:

7.2.1 transmit, reproduce and make copies of the contents of such listing of Data Products for the purpose of making such listings available for viewing on the Site;

7.2.2 use the contents of such listing of Data Products, in any form or manner, for marketing and distribution purposes (including advertising and carrying out such promotional efforts in relation to the Data Product that is listed on the Site as Singtel may, in its sole and absolute discretion, determine to be appropriate);

7.2.3 use the contents of such listing of Data Products for evaluation and comprehension purposes;

7.2.4 change the format of the listing of Data Products so that it is compatible for use on the Site;

7.2.5 study and analyse the listing of Data Products;

7.2.6 collect technical information on the usage of the Data Products from the contents of the listing of such Data Products and details of transactions carried out on the Site; and

7.2.7 provide Data Product recommendations or use-case recommendations to potential Buyers and Producers.

8. REGISTERED USERS' ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

8.1 The Registered User additionally represents, undertakes and warrants to the Singtel Group that:

8.1.1 It/he is the true owner of the Data Product(s) or is properly authorized to license the Data Product(s) and is able to grant the licence to the Data Product(s) to a Buyer who decides to acquire this Data Product(s) using the Site;

8.1.2 Its/his listing is accurate, current and complete and is not misleading or otherwise deceptive and complies with all applicable laws, regulatory requirements or codes or other regulations;

8.1.3 Its/his Data Product(s) comply with the description given to it;

8.1.4 It/he will maintain continuous uptime for its/his Data Products for a Buyer (if any) to access Data Product as and when required after the Buyer has acquired the Data Product, including but not limited to the ability to scale the infrastructure used by Registered User to meet the requirements of all Buyers that may be acquiring its/his Data Product;

8.1.5 The Data Product does not include any data prohibited under Clause 5 of this Registered Users' Agreement;

8.1.6 It shall not reverse or attempt to reverse the anonymisation of any anonymised Data Product that it obtains access to via the Site;

8.1.7 No part of the Data Product shall at any time breach, infringe or violate: (a) any copyright, trade mark and/or any other Intellectual Property Rights, personal or proprietary rights, contractual rights, common law rights or any other rights of any person wherever existing; and (b) any obligation of confidence (whether or not contained in this Registered Users' Agreement); and

8.1.8 To the extent required to enable the Singtel Group to exercise the rights granted under the Terms and this Registered Users' Agreement, the Producer owns or controls the Intellectual Property Rights and all other rights required to authorise the advertising, publicising, promotion and other exploitation of the Data Product in the manner and form contemplated by the Terms and this Registered Users' Agreement and the Producer has obtained all the rights, permits, approvals and licences required to grant the rights set out in the Terms and this Registered Users' Agreement.

9. PRICE STRUCTURE

9.1 All Registered Users shall make their Data Products available for license on the Site at no cost.

10. NOTIFICATION OF BUYER ORDERS AND ACCESS TO DATA PRODUCTS

10.1 If Singtel offers a Restricted Access Option (as defined below) on the Site, this Clause 10 shall apply.

10.2 Normally, when a Buyer places an order on the Site for a Producer's Data Product ("**Order**"), the Producer will be notified via the Site and the Producer will be able to see who has ordered its/his Data Product. However, when a Producer submits a listing of a Data Product to the Site, it/he may select the option to restrict access to the Data Product (the "**Restricted Access Option**"). If the Producer selects this Restricted Access Option, when a Buyer places an Order, the Producer will be notified of the Order in the same way, except that the Producer will be provided with the ability to accept or reject the Order. The Producer may only reject an Order if the Buyer is a direct competitor. If the Producer wishes to reject an Order for any other reason, the Producer must notify Singtel immediately following the process provided by Singtel. If the Producer does not accept or reject an Order within five (5) days, Singtel shall be entitled to deem the Producer to have rejected the Order and update the Buyer accordingly.

10.3 After the Buyer's Order is processed and completed (or after Producer accepts the Order, if it/he selected the Restricted Access Option, and the Buyer's Order is processed and completed), the Buyer will be granted access to the relevant Data Product. The Buyer will be able to access the Data Product either via a Software Development Kit ("**SDK**") for high velocity streaming data or via an API.

10.4 Registered User agrees that if it is a Producer, it shall not be entitled to reject an Order, and then approach the Buyer outside of the Site to conclude a transaction for the transfer of its Data Product.

11. SERVICE FEES AND PAYMENTS

11.1 No service fees will be payable by Registered Users to Singtel, for listing or acquiring any Data Products listed on the Site.

12. TERMINATION

(A) Termination Requests by Registered Users

12.1 A Registered User may terminate its IDEP account at any time ("**Terminating Party**"), by submitting a termination request to Singtel (via this link: <https://beta.idep.io/developer/feedback.html>) ("**Termination Request**"), at least 30 days before the effective date of termination specified in this Termination Request ("**Specified Termination Date**"), or such other notice periods as may be expressly agreed to in writing by Singtel in its sole and absolute discretion.

12.2 Upon receipt of this Termination Request, Singtel will inform all Registered Users who have subscribed to the Terminating Party's APIs, of the Termination Request.

12.3 On the Specified Termination Date, Singtel will: (a) revoke the Terminating Party's access privileges to its IDEP account; (b) delete all existing listings by the Terminating Party on the Site; (c) forcibly halt all subscriptions to the Terminating Party's APIs, if any still exist, as of the Specified Termination Date; and (d) terminate all outstanding transactions involving that Terminating Party, which have yet to be completed.

12.4 All information from the Site residing in servers of Singtel Group, which relates to the Terminating Party's IDEP account (including but not limited to user account details) shall continue to be retained for a period of 6 months after the Specified Termination Date. Thereafter, all the aforesaid information will be permanently deleted and removed from these servers of Singtel Group.

(B) Termination upon Registered User's default

12.5 Each of the following constitutes a "**Registered User's Default**":

12.5.1 listing falsified Data Products on the Site;

12.5.2 listing illegally obtained Data Products on the Site;

12.5.3 misusing Data Products obtained through transactions performed on the Site, such as (but not limited to) the use of such Data Products for the commission of criminal offences;

12.5.4 using the Site to perform transactions for the purpose of commissioning, or facilitating the commission, of criminal activities (including but not limited to offences relating to money laundering, fraud, and identity theft)

12.5.5 misuse, interference or tampering with the Site, its system or servers, including but not limited to acts involving hacking, phishing, trojan and malware attacks;

12.5.6 contraventions of any of the provisions in the Terms of Use, this Registered User's Agreement, Singtel's Data Protection Policy or any other terms and conditions that Singtel may further specify from time to time.

12.6 The Registered User agrees that Singtel has sole and absolute discretion to decide whether there is a Registered User's Default, and that Singtel's decision shall be final, conclusive and binding on the Registered User.

12.7 If Singtel determines that a Registered User had committed a Registered User's Default ("**Defaulting Registered User**"), Singtel may (within 24 hours of such determination) send a notice of termination to that Registered User's IDEP account ("**Termination Notice**"), to terminate the Registered User's IDEP account with immediate effect ("**Enforced Termination Date**").

12.8 On the Enforced Termination Date, Singtel will: (a) revoke the Defaulting Registered User's access privileges to its IDEP account; (b) delete all existing listings by the Defaulting Registered User on the Site; (c) forcibly halt all subscriptions to the Defaulting Registered User's APIs, if any still exist, as of the Enforced Termination Date; and (d) terminate all outstanding transactions involving that Defaulting Registered User, which have yet to be completed.

12.9 After issuance of the Termination Notice, Singtel will also promptly inform all Registered Users who have subscribed to the Defaulting Registered User's APIs, that a Termination Notice had been issued. For the avoidance of doubt, Singtel shall be entitled but not obliged to, specify the nature of the Registered User's Default, in this notice to Registered Users.

12.10 All information residing in servers of the Singtel Group, which relates to the Defaulting Registered User's IDEP account (including but not limited to user account details) shall continue to be retained for a period of 6 months after the Enforced Termination Date. Thereafter, all the aforesaid information will be permanently deleted and removed from these servers of the Singtel Group.

(C) Termination for convenience by Singtel

12.11 Singtel may, in its sole and absolute discretion, suspend, terminate or restrict access to any Registered User's account at any time without prior notice and without assigning any reason thereto, regardless whether the Registered User had breached any of the terms of this Registered Users' Agreement, or any of the other terms and conditions applicable to the Registered User. For the avoidance of doubt, this clause is without prejudice to any of the Singtel Group Corporations' rights against the said Registered User for any breach of the terms of this Registered Users' Agreement.

13. CHANGING OR DELISTING A DATA PRODUCT

13.1 If a Producer wishes to make any changes to or delist its listed Data Product(s), the Producer may do so by following the processes provided by Singtel, except that the Producer must continue to provide access to the relevant Data Product(s) to existing Buyers of the relevant Data Product(s) for three (3) months' after the Producer's change/delisting is implemented on the Site. This clause does not apply if delisting is due to termination mentioned in clause 12(B) or 12(C) above.

14. DISPUTES BETWEEN PRODUCER AND BUYER & GENERAL RELEASE

14.1 If Singtel receives any claims, complaints or enquiries from a Registered User ("**Complaining Registered User**") in respect of any particular Data Product or transaction relating thereto, Singtel will refer such claims, complaints and enquiries to the relevant Registered User ("**Responding Registered User**"), and the Complaining Registered User shall be obliged to liaise directly with the Responding Registered User to address such claims, complaints or enquiries.

14.2 To the extent that a Singtel Group Corporation is not a party to the SPULA entered into between a Producer and a Buyer, that Singtel Group Corporation shall assume no responsibility or liability to such Registered Users arising out of or in connection with the SPULA, including but not limited to any breaches of the SPULA by either Registered User. Each Producer is responsible for the transfer of its Data Product, and for dealing with any claims by Buyers or any other issues arising out of or in connection with the SPULA entered into between the Buyer and that Producer.

14.3 If a dispute arises between any Buyer and any Producer (neither of which is a Singtel Group Company), both the Buyer and Producer shall release and fully indemnify the Singtel Group (and its employees, representatives and agents) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

15. CONTACT WITH BUYERS AND USE OF BUYERS' INFORMATION

15.1 Registered Users may only use tools and methods provided by Singtel to communicate with each other. Producers may also (but are not required to) provide their direct contact information on the Site for Buyers to contact them for technical support purposes. Producers will delete all information that they obtain about Buyers when they no longer need it to perform their obligations under this agreement. Producers will not, directly or indirectly at any time:

15.1.1 disclose or convey any information the Producer had obtained about the Buyer in connection with the Site, except in order to perform its/his obligations under this Registered User's Agreement

15.1.2 use any information that the Producer obtained about the Buyer for any marketing or promotional purposes whatsoever, or otherwise in any way inconsistent with the Singtel's Data Protection Policy, and applicable laws including the Personal Data Protection Act 2012 and other privacy and data protection regulations;

15.1.3 contact a Buyer with the intent to collect any money from the Buyer in connection therewith, to influence such Buyer to pay any fees to the Producer, or to harass such Buyer;

15.1.4 disparage the Singtel Group, our affiliates, other Producers or any of their or our respective products or services or any Buyer; or

15.1.5 target communications of any kind on the basis of the intended recipient being a Buyer.

16. INSURANCE

16.1 In this Clause 18, “**Insurance Policy Limits**” means SGD 1,000,000.

16.2 If requested by Singtel, the Registered User must within thirty (30) days obtain and maintain at its/his expense public third party liability insurance in connection with the Site with at least the Insurance Policy Limits per occurrence/incident covering liabilities caused by the operation of your business in connection with the Site, with policy(ies) naming Singtel as additional insured. At Singtel's request, the Registered User shall provide to Singtel evidence of the coverage required by this Clause 18.

17. GOVERNING LAW AND JURISDICTION

17.1 Registered Users' access to or use of the Site, as well as the terms of this Registered Users' Agreement shall be governed by, and construed in accordance with the laws of Singapore and Registered Users agree to irrevocably submit to the exclusive jurisdiction of the Singapore courts in the determination of any dispute arising in connection with their access to or use of the Site, the Terms of Use, or this Registered Users' Agreement.

18. GENERAL

18.1 Failure to insist upon or enforce strict performance of any provision of this Registered Users' Agreement by any of the Singtel Group Corporations shall not be construed as a waiver of any provision or right.

18.2 If any part of this Registered Users' Agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.

18.3 This Registered Users' Agreement is for the benefit of the Singtel Group and its directors, officers, employees, suppliers, licensors, agents. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against any User, on Singtel's behalf or for its own benefit.