

TERMS AND CONDITIONS FOR PORTNET® SERVICES

By using PORTNET®, the Services and the Licensed Materials (each as defined below), the Customer agrees to comply with all the terms and conditions stated below.

1 Definitions and Interpretation

1.1 Definitions

- 1.1.1 **“Applicable Laws”** means all applicable constitutions, treaties, laws, statutes, codes, ordinances, orders, decrees, rules and regulations for the time being in force binding on any person or subject matter, or to which any person or subject matter is subject.
- 1.1.2 **“Contract”** means the contract formed by PN's acceptance of the Customer's PN Application, whether online or otherwise, for the Services.
- 1.1.3 **“Customer”** means the person whose name is stated on the PN Application.
- 1.1.4 **“Data”** means the information, materials and data made available by, or to, Customer through PORTNET® and/or other means, including information, materials and data that:
- (a) Customer sends or releases to, or acquires or receives, from PN;
 - (b) Customer sends or releases to other Users of PN or Third Party Service providers of PN who have access to PORTNET®;
 - (c) Customer sends or releases to its Users after receiving from PN.
- 1.1.5 **“Deposit”** means the amount stipulated by PN to be paid by Customer for maintaining an account with PN or any other entity as may be nominated by PN from time to time.
- 1.1.6 **“Documentation”** means the user manuals, user instructions and other related materials in any form supplied by PN to the Customer (whether physically or by electronic means) in relation to the use of the Software or PORTNET® from time to time, including any part or permitted copy of them.
- 1.1.7 **“Licensed Materials”** means the Software, the Documentation and the Media and such other portal, platform, interface, device, tool, system or material as PN may designate, in its discretion, for use by the Customer in connection with the Services.
- 1.1.8 **“Media”** means the carrier media on which the Software and the Documentation are recorded or printed and delivered to the Customer by PN.
- 1.1.9 **“Personal Data”** means information, whether true or not, about any person who can be identified from that information, or from that information and other information that an organization has or is likely to possess, and is transmitted or accessible in connection with the Services.
- 1.1.10 **“PORTNET®”** means the on-line computer system including any relevant portal, platform, application programming interface, device, tool and other system and any customisation, development, modification, enhancement, copy or derivation thereto, from time to time offering the Services supplied by PN, but excluding any source codes thereof.
- 1.1.11 **“PN”** means Portnet.com Pte Ltd.

- 1.1.12 **“PN Application”** means the application for the Services, made by or for the Customer to PN in such form and in such mode as may be designated by PN from time to time.
- 1.1.13 **“Related Companies”** means PN’s subsidiary, holding or other associated companies.
- 1.1.14 **“Security Codes”** means the account number, security password or logon identification issued by PN to the Customer to access the Services and/or such other personal or security information notified by PN to the Customer for such purpose from time to time.
- 1.1.15 **“Self Service Documentation Centre”** means all locations designated as such by PN, from time to time, to enable the Customer to access the Services.
- 1.1.16 **“Services”** means the services described in **Attachment 1** and/or provided by PN from time to time.
- 1.1.17 **“Service Charges”** means the fees payable to PN for the use of the Services and the Licensed Materials at such prevailing rates as may be notified by PN to the Customer from time to time.
- 1.1.18 **“Software”** means the computer software and any customisation, development, modification, copy, or derivation thereto supplied by PN to the Customer to access the Services but excluding any source codes thereof.
- 1.1.19 **“Third Party Services”** means the services as defined in clause 5.1.
- 1.1.20 **“Transactions”** means the transactions concluded by the Customer with other persons (other than PN) at or through PORTNET®, including any contracts for the supply or procurement of goods and/or services and the provision or updating of information and data.
- 1.1.21 **“Unauthorised Act”** means any act with respect to any matter or material that is in breach of Applicable Laws, unlawful, improper and/or otherwise unauthorized, including any act or attempt (unless expressly authorized) to reverse-engineer, disrupt, circumvent, decompile, recompile, disassemble, copy, reproduce, duplicate, modify, alter, misuse, interfere or tamper with, mispresent, sell, resell, distribute, publish, display, perform, create derivative works from, upload, transfer, license, edit, post, frame, link, forge, destroy, manipulate, harm or exploit such matter or material, or any act that is undertaken without permission from its owner.
- 1.1.22 **“User”** means, as to any person, a person that is a customer, subscriber or business user of that person’s products, goods and/or services.

1.2 Interpretation

With reference to the Contract, unless a contrary indication appears:

- 1.2.1 The terms shall be read as mutually explanatory of each other and if there shall be any contradiction or inconsistency between any one or more of them and the conditions contained in these terms and conditions, the latter will prevail.
- 1.2.2 The successors and permitted assigns of the parties shall be bound by the Contract and the name of a party appearing herein shall be deemed to include its servants, agents and contractors and its successors and permitted assigns.

- 1.2.3 All agreements and undertakings on the part of any party which comprise more than one person shall be joint and several, unless expressly agreed otherwise.
- 1.2.4 Any undertaking by any party to do or not to do an act shall be deemed to include an obligation to ensure that such act be done or not be done nor permitted or suffered, as the case may be, by any person acting for the party or by any other person (appearing to the reasonable belief of the other party) to have ostensible authority to act for or on behalf of the party and any failure by any such persons to comply with its obligations under the Contract shall be deemed to be a breach of the obligations of the Contract by the party. Further, any undertaking by Customer under the Contract shall be deemed to include an obligation to ensure that such act be done or not be done nor permitted or suffered, as the case may be, by its Users and any failure by any such Users to comply with the obligations under the Contract shall be deemed to be a breach of the obligations of the Contract by Customer.
- 1.2.5 Words denoting a singular number only include the plural and vice versa.
- 1.2.6 Reference to a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).
- 1.2.7 Whenever the words "**including**", "**include**" or "**includes**" are used herein, they shall be deemed to be followed by the phrase "**without limitation**".
- 1.2.8 Reference to a provision of law is a reference to that provision as amended or re-enacted and includes regulations or orders made under such provision of law as from time to time amended, extended or re-enacted.
- 1.2.9 The headings in the Contract are inserted only for convenience and shall not affect its construction.

2 Incorporated Terms

- 2.1 The following terms and conditions shall govern and apply to all Services requested by the Customer from PN and all transactions carried out by the Customer on **PORTNET**[®] and shall be deemed to be accepted and incorporated in the Contract:
- 2.1.1 for services and/or facilities provided by PSA Corporation Limited or where otherwise applicable, the General Conditions for Services and Facilities and Specific Conditions for Terminal Services and Facilities provided by PSA Corporation Limited; and
- 2.1.2 for services and/or facilities provided by PSA Marine (Pte) Ltd or where otherwise applicable, the General Operating Conditions provided by PSA Marine (Pte) Ltd.
- 2.2 The Customer acknowledges that the abovementioned terms and conditions have been made available to the Customer and that it has read, fully understood and agreed to the same.

3 Licence

PN grants the Customer a non-exclusive, non-sublicensable and non-transferable licence to use the Licensed Materials to access the Services only for its own purposes in connection with the Services, in consideration of the Customer's payment of the Service Charges.

4 Modification and Enhancement

PN may at the Customer's request develop, modify, customise and/or enhance the Services and/or the Licensed Materials to suit the Customer's need at such times and for such fees as may be agreed between PN and the Customer **Provided that** this clause shall not place an absolute obligation upon PN to do the same and all such development, modification, customisation and/or enhancement shall be subject to the terms and conditions herein unless expressly agreed otherwise by PN in writing.

5 Third Party Services

- 5.1 PN may make available to the Customer from time to time through PORTNET® links to other websites or facilities, goods and/or services provided by other persons (including service providers, networks, government bodies and PN's Related Companies) ("Third Party Services"). Such links or Third Party Services are made available without constituting or implying whatsoever PN's approval, endorsement, sponsorship or recommendation of the same or of their contents, operation or availability.
- 5.2 The Customer acknowledges and agrees that any access to such websites or Third Party Services is at the Customer's own risk and that PN does not control or contribute to such websites, Third Party Services or their contents. The Customer shall not hold PN liable for any loss or damage that may occur as a result of the Customer's reliance on or access or use of such websites or Third Party Services and Customer is solely responsible for reviewing, understanding and accepting the terms and conditions associated with the use of such websites or Third Party Services.
- 5.3 PN does not accept any liability for any contract or arrangement made by the Customer via such websites or between the Customer and the providers of Third Party Services. Save as otherwise agreed, the Customer shall make its own arrangements for payment for the Third Party Services and PN shall not be held liable to the Customer or the providers of Third Party Services or any third party, and the Customer shall fully indemnify PN thereof, for any loss or damage of any nature or kind (including third party claims) suffered as a result of the Customer's use of Third Party Services.
- 5.4 Notwithstanding clause 5.3, the Customer shall at PN's request sign a Direct Debit Authorisation (DDA), or other similar, form authorising PN, as and when the situation requires, to collect from the Customer on behalf of any provider of Third Party Service any fees or charges for the Customer's use of Third Party Services.

6 Service Charges

- 6.1 The Customer agrees to pay PN the Service Charges and such other fees and charges as shall be imposed by PN for use of Third Party Services within fourteen (14) days from the date of any on-line bill issued by PN to the Customer.
- 6.2 The Service Charges are listed in the Price Lists found in Attachment 2 or otherwise agreed with PN in writing, and may from time to time be modified by PN in accordance with clause 13.

7 Payment Method

7.1 Account

The Customer shall open an account with PN or any other entity as may be nominated by PN from time to time, and shall place with PN or such other entity, for the duration of the account, a refundable

Deposit, to facilitate payment of the Service Charges and all other sums payable under the Contract and abide by the terms and conditions for the opening of such account (if any). If at any time the Deposit is used, reduced or set off according to the terms and conditions of such account, this Contract or any other agreement between the Customer and PN or any other relevant entity, the Customer shall immediately replenish the amount of funds so used, reduced or set off.

7.2 Giro etc

The Customer agrees to pay the Service Charges and all other sums payable under the Contract through inter-bank giro or by such other means as PN shall stipulate from time to time and shall duly execute all necessary documentation to effect the same. Where collection by inter-bank giro is unsuccessful for any reason, the Customer shall be liable for payment of any bank charges imposed thereof.

7.3 Billing enquiries

7.3.1 No hard copy bills will be rendered. The Customer agrees to make all billing enquiries on-line and at such time according to the billing arrangement in force from time to time. Failure by the Customer to make the enquiries shall not be a valid reason for the Customer's non-payment of any bill.

7.3.2 If the Customer has any good reason to object to the amount of the funds to be deducted from the Customer's account for the Service Charges and all other sums payable under the Contract, the Customer must notify PN within seven (7) days of the date of the on-line bill, failing which all such deductions shall be deemed to have been properly made. Even if the Customer genuinely disagrees on the proper sum invoiced by PN to the Customer, the Customer shall pay the amount as is not in dispute and any dispute or differences as to the remainder of the sum shall be determined in accordance with clause 15.4. If any disputes are settled in favour of the Customer, PN's liability to the Customer is limited to the refund of the payments and PN shall not be obliged to pay the Customer any interest charge whatsoever on all such payments.

7.4 Non-payment

The Customer shall pay to PN an interest charge at the rate of 1% per month or such other rate as may be notified to the Customer and imposed from time to time on all on-line bills which remain unpaid after the period of thirty (30) days from the date of the on-line bills up to the date of payment in full. In addition, PN may immediately either suspend its provision of the Services to the Customer until the date on which the outstanding amount is received in full by PN or terminate the Contract in accordance with clause 14.2 all without prejudice to accrued rights.

7.5 Deductions, withholdings, retentions and set-offs

7.5.1 All sums payable to PN under the Contract are exclusive of Value Added Tax, Goods and Services Tax and/or withholding taxes and any other similar taxes (the "Taxes") and any other levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority or bank or similar institution ("Charges"), and shall be paid to PN without any deduction or set-off and free and clear of such Taxes and/or Charges save as required by law. The Customer will pay such additional sums as may be necessary in order that, after deduction of withholding for or on account of any present or future Taxes and/or Charges, assessment or other governmental or other charge imposed upon or as a result of such payment by any taxing authority or otherwise of any jurisdiction from which such payment is made, every

payment to PN will not be less than the sum provided in the on-line invoice. All sums charged by PN will be invoiced together with the Taxes and/or Charges, where appropriate.

7.5.2 For the avoidance of doubt, the Customer shall be responsible for determining whether any Taxes and/or Charges are payable in respect of the Services or otherwise under the Contract and acknowledges that PN is not and will not be held liable for paying, collecting, reporting or remitting any Taxes and/or Charges arising therefrom.

7.5.3 Wherever any provision is made in the Contract for PN to recover any sum from the Customer, such sum may be:

- (a) deducted from or reduced by any sum due or to become due at any time thereafter from PN to the Customer under the Contract or any other contract between the parties;
- (b) set-off from any Deposit by PN in its sole discretion; or
- (c) recovered by PN from the Customer as a debt,

without prejudice to PN's rights to claim and recover from the Customer any sum which shall not have been so recovered.

7.6 Nomination

If the Customer nominates another party for payment of the Service Charges and all other sums payable under the Contract (subject to PN's approval), the Customer shall nevertheless remain liable for payment of the same should there be a default in payment by such nominated party, whether due to dispute in billing or otherwise.

8 **Customer's Responsibilities**

8.1 General

The Customer shall supply to PN all pertinent data and information and give such assistance as shall be necessary to enable PN to provide the Services and discharge its obligations under this Contract and Applicable Laws, including the following:

- (1) to obtain, install and maintain at all times, at the Customer's own expense, all suitable systems, hardware, operating software and communication equipment and lines necessary to enable the Customer to access the Services from/at the address indicated in the Customer's PN Application and to obtain PN's written consent prior to any change in such address;
- (2) to provide PN with the name, designation and identity card or passport number of:
 - (a) not more than two (2) of the Customer's personnel of at least executive level appointed by the Customer as (i) contact persons for all matters relating to the Services and (ii) data security administrators responsible for ensuring proper control over the use of the Security Codes and access to Services, including creation, activation, deletion and management of user IDs, passwords and user roles; and
 - (b) each personnel authorised by the Customer to use the Services,

and inform PN of any changes immediately, including any personnel leaving the Customer's service or employment, so that PN may accordingly assign new or withdraw the existing Security Codes, as the case may be.

8.2 Use of Services

In using PORTNET[®], the Services and the Licensed Materials, the Customer shall:

- (1) immediately upon such use be deemed to have accepted this Contract with full knowledge of its contents and any other terms and conditions governing PORTNET[®], the Services and the Licensed Materials as may be made available online or otherwise notified to the Customer;
- (2) undertake such use in a proper and lawful manner and solely in connection with the Services and for its own business purposes and benefit, and not carry out any Unauthorised Act or other act that would or be perceived to be illegal or harmful in respect thereof or in connection therewith;
- (3) not make available to any third party nor use PORTNET[®] and/or the Licensed Materials on behalf of or for the benefit of any third party;
- (4) take sole responsibility for all transactions, contracts and arrangements (or proposed transactions and arrangements) between it and any third party (including its Users) that may arise in connection with or pursuant to the Services and indemnify PN for any claim, loss or damage of any nature or kind suffered as a result thereof;
- (5) not use or attempt to use any "scraper," "robot," "bot," "spider," "data mining," "computer code," or any other automated device, program, tool, algorithm, process or methodology to access, acquire, copy, or monitor any portion of, PORTNET[®], the Services, Licensed Materials, any Data, or any other content found on or accessed through PORTNET[®] without the prior written consent of PN;
- (6) not do any act which may impose an unreasonably or disproportionately large load on the infrastructure or facilities or interfere with the proper functioning of PORTNET[®];
- (7) unless expressly permitted by PN under this Contract, not attempt to obtain access to or interfere with any other programs or data of PN or any other provider of Third Party Services;
- (8) observe all regulations and conditions of use of PORTNET[®], the Services and/or the Licensed Materials as may be notified to the Customer by PN from time to time; and
- (9) observe all Applicable Laws and not do or omit to do any act or thing which will or may cause PN to breach any Applicable Laws, and obtain all necessary licences, consents and permissions required to enter into this Contract and all transactions contemplated under the same.

8.3 Data

8.3.1 The Customer warrants that:

- (a) it has all rights and/or has secured all necessary authorisations, to make available and transmit Data, request and receive Data and generally to handle and use Data for the purposes and according to the means contemplated herein; and
- (b) without prejudice to the generality of the foregoing, it has obtained all necessary consents from individuals whose Personal Data is disclosed to PN, for their Personal Data to be collected, processed, used and/or disclosed for all purposes necessary or related to the Services.

8.3.2 The Customer shall take sole responsibility for all Data and shall:

- (1) implement all necessary measures (including any disaster recovery procedures) to back-up and salvage Data sent or released or received in the course of using the Services;
- (2) ensure that no Unauthorised Act is undertaken with respect to any Data and that Data is only handled and used for the purposes permitted by the Contract;
- (3) without prejudice to clause 8.3.2(2), ensure that the Data, and (as applicable) the provision, transmission, use, processing, implementation and other disposition of, and physical operations relating to, any Data, shall not:
 - (a) violate any Applicable Laws or cause PN to violate any Applicable Laws or be used to conduct or facilitate any personal, non-commercial or illegal transactions, or for the benefit of any country, organization, entity or person embargoed or blocked by any government including those on sanctions lists identified by Singapore, or for any purposes prohibited by the Contract or otherwise forbidden by PN;
 - (b) infringe the intellectual property rights of PN or any third party; or
 - (c) contain anything or be or perceived to be fraudulent, deceptive, obscene, offensive, false, misleading or defamatory;
- (4) ensure that the Data is reliable, correct, accurate, complete, timely and secure from disclosure to, or access, use, misuse, damage or destruction by, any unauthorised person and does not contain and will not import any viruses, Trojan horses, malware, timebombs or other disabling or destructive devices intended to detrimentally disrupt, interfere, damage, surreptitiously intercept or expropriate the system, data or personal information of PN, any other Users of PN with access to PORTNET® or providers of Third Party Services;
- (5) notify PN immediately of any known or suspected Unauthorised Act or other security breach or deficiency in connection with any Data and cooperate with PN to undertake any preventive, correction, remediation or mitigation measures;
- (6) notify PN immediately of all Data which appears to be incorrect, incomplete and/or not intended for the Customer; and
- (7) generally comply with such requirements as PN may prescribe from time to time in respect of the transmission, use, processing or other disposition of or physical operations relating to any Data,

and PN reserves the right to remove or require the cessation of the transmission or use of any Data which violates any of the above requirements or creates liability for PN.

- 8.3.3 If Customer provides, transmits or otherwise makes available any Data to its Users, the receipt and use of and reliance upon the Data by such Users is entirely the responsibility of the Customer and at Customer's (and such Users') own risk.
- 8.3.4 The Customer acknowledges and agrees that during and after the term of the Contract, PN and its Related Companies may collect and use Data and information observed, created, collected, generated, developed, derived or modified from that Data (including usage data), including reproducing, developing, modifying, editing, creating derivative matter from, summarizing, aggregating, anonymizing, customizing, monitoring, analyzing, improving, disclosing, distributing, selling, re-selling, storing and archiving such data and information, and in each case for internal and/or other business purposes including provision of services, market research, service enhancement, security and risk management and legal compliance. Customer hereby grants PN and its Related Companies a perpetual, irrevocable, fully transferable, royalty-free and worldwide licence to carry out the foregoing. If PN and its Related Companies use or intend to use such data and information for any purpose or in any manner not materially contemplated by the foregoing, PN will notify Customer to the extent practicable.

8.4 Access

- 8.4.1 The Customer acknowledges and agrees that PORTNET® and the Services may be operated via a cloud based system which may be located and/or managed outside the country which the Customer is domiciled, resident or otherwise located.
- 8.4.2 The Customer shall ensure that any system, interface, device, application and/or tool which it uses or maintains to access PORTNET® and the Services (including transmitting and receiving Data) is properly configured with security measures and controls and complies with all Applicable Laws and applicable cybersecurity standards, and is compatible with and satisfies any security, interface and access requirements as PN may impose from time to time.
- 8.4.3 The Customer shall permit only its authorised personnel to access PORTNET® and the Services. If the Customer's authorised personnel accesses PORTNET® and the Services at the Self Service Documentation Centre, the Customer's personnel enters at its own risk and the Customer shall ensure that its personnel exercise due care in the handling of properties thereat, including the hardware, and shall not waste resources thereat and shall indemnify PN against any damage or loss or wastage caused.
- 8.4.4 The Customer shall, to the best of its ability, provide training for its authorised personnel to ensure that PORTNET® and the Licensed Materials are accessed by only such authorised personnel as are competent to do so for the purposes noted. The Customer shall not and ensure that its authorised personnel shall not use PORTNET® or the Licensed Materials for any purpose, function or feature not permitted under this Contract or otherwise communicated to Customer by PN.
- 8.4.5 The Customer shall not undermine the security or integrity of PORTNET® or any other networks or systems used by PN and not gain or attempt to gain unauthorized access to PORTNET® or such other networks or systems.

8.4.6 The Customer shall allow PN's duly authorised representatives full, free, and safe access to the Customer's premises during office hours on any day to ascertain that the Customer is in compliance with this Contract.

8.5 Security and Compliance

8.5.1 The Customer must keep confidential and take all measures to prevent the disclosure and unauthorised use of the Customer's Security Codes and if the Customer suspects that an unauthorised person knows the Customer's Security Codes or any breach of security has occurred with respect to the Services, the Customer must notify PN immediately. The Customer must obtain from its authorised personnel an express undertaking not to disclose or share their Security Codes with anyone else whether inside or outside the office and any breach by the Customer's authorised personnel shall be deemed to be a breach by the Customer of the Contract.

8.5.2 The Customer acknowledges that PN shall be entitled to (but shall not be obliged to) monitor, screen, censor or control any use of, or activity, content or material appearing on PORTNET®, investigate any violation or non-compliance with the terms and conditions herein and do all such acts as may be necessary to ensure the smooth running of PORTNET® and the provision of the Services, including the right to require:

- (1) the Customer to change the Security Codes whenever PN deems necessary and shall notify the Customer accordingly; and
- (2) to exclude the Customer or its authorised personnel from use of PORTNET® and the Services or to withdraw or change the Security Codes assigned to the Customer and its authorised personnel whenever PN suspects that the security provisions in this Contract or any of PN's regulations and conditions of use has been breached until such time as PN deems safe to permit the Customer or its authorised personnel to use PORTNET® and the Services again.

8.6 PN's Right to Audit

Without prejudice to clause 8.4.6, if:

8.6.1 PN believes that a security breach, or compromise of Data, or any non-compliance with the Contract has occurred; or

8.6.2 the Customer fails to provide adequate information and materials to verify its compliance with the Contract;

PN is entitled to require Customer to permit PN or a third-party auditor appointed by PN to conduct an audit of the Customer's systems and facilities, and the Customer shall fully cooperate with PN for any requests for information or assistance. If Customer failed to comply with any term of the Contract, PN is entitled to require Customer to bear the reasonable costs of such audit.

8.7 Survival and Indemnity

8.7.1 The provisions of this Clause 8 survive the expiry or termination of the Contract for whatever reason.

8.7.2 The Customer shall indemnify PN and keep PN fully and effectively indemnified against all actions, proceedings, claims, demands, losses, damages and costs (including legal costs on a full indemnity basis) occasioned to PN as a result of the Customer's failure to observe Clause 8.

9 Intellectual Property Rights

9.1 Title

All intellectual property rights, including patents, copyrights, trademarks, service marks, trade secrets and all other proprietary rights whatever in or related or ancillary to any data, information or materials provided by PN to the Customer (including PORTNET®, the Services and the Licensed Materials) and/or created, generated, developed, derived or modified by PN pursuant to this Contract, and any customisation, enhancement, development, modification, copy, translation, adaptation or derivation thereof whether registered or not ("**PN's Intellectual Property Rights**") shall remain vested in and be the absolute property of PN.

9.2 Protection

The Customer shall:

- (1) promptly and fully notify PN of any actual threatened or suspected infringement or third party claim on any of PN's Intellectual Property Rights which comes to the Customer's notice;
- (2) at PN's request, do all such things as may be reasonably required to assist PN in protecting PN's Intellectual Property Rights;
- (3) not cause or permit any action which may damage or endanger any of PN's Intellectual Property Rights, or the title to it or to assist or allow others to do so and in particular, the Customer agrees—
 - (a) not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, in the information provided by PN to the Customer and to incorporate such proprietary markings in any copies of such information;
 - (b) not use or permit the use of any names, logos and marks of PN and/or its Related Companies which may be visible to Customer or incorporated in PORTNET®, the Licensed Materials and Data (where applicable), without PN's express permission or in a manner that may cause confusion with PN's products and services; and
 - (c) not register, directly or indirectly, any patent, trademark, service mark, trade name, company name, internet domain name or other proprietary or commercial right that is identical or confusingly similar to PN's Intellectual Property Rights.

9.3 Survival and Indemnity

9.3.1 The provisions of this Clause 9 survive the expiry or termination of the Contract for whatever reason.

9.3.2 The Customer shall indemnify PN for any loss, damages (including indirect, special, incidental or consequential damages) and costs howsoever arising from the Customer's infringement of PN's Intellectual Property Rights.

10 Confidentiality

10.1 By Customer

10.1.1 The Customer shall keep confidential any information received through PORTNET® or use of the Services and in relation to this Contract, including the Licensed Materials, Security Codes and the Service Charges ("**Confidential Information**"). The Customer shall not disclose, transmit, retain or otherwise carry out any Unauthorised Act in respect of Confidential Information.

10.1.2 If Customer receives or comes into possession of any Confidential Information which it is aware is intended for another party, it shall inform PN immediately and at PN's request destroy such Confidential Information forthwith.

10.2 By PN

PN may use or disclose any information received in relation to the Contract.

10.3 Survival

The provisions of this clause shall survive the expiry or termination of the Contract for whatever reason.

11 Liability

11.1 Customer's liability

The Customer is responsible for the use of the Services by or purportedly by itself and all transactions made on the Customer's account. The use of Customer's Security Codes shall be deemed as authorization to PN by Customer to carry out all the Customer's instructions and to debit or credit the Customer's account with the amount of all Service transactions without requirement of any further authority or authentication. PN is not liable or responsible to Customer and Customer waives any right to bring any claim against PN for any loss that results from unauthorized use or loss of Customer's Security Codes.

11.2 PN's liability

11.2.1 PN will take commercially reasonable measures to protect the security of Data in its possession. However, PORTNET®, the Services, the Licensed Materials and any data or information supplied by PN pursuant to these terms and conditions are provided on an "as is" and "as available" basis without, to the fullest extent permitted by law, warranty of any kind, either expressed or implied, including freedom from viruses or other harmful components on-line and the implied warranties of title, merchantability or fitness for a particular purpose, accuracy, availability, non-infringement or from course of dealing or usage of trade, and any use and disposition thereof is entirely at Customer's own risk. PN does not guarantee the accuracy, reliability or correctness of any data or information provided through the Services nor that the data or information is free of bugs, virus or other harmful code.

11.2.2 Save for death and personal injuries proven to be caused by the wilful negligence of PN, PN shall not be liable for and the Customer shall fully indemnify and hold PN harmless from any loss, damage or expense (including indirect, special or consequential loss) arising out of, in relation to

or in connection with, the provision or use of PORTNET®, the Services, the Licensed Materials, the PN account or the Self Service Documentation Centre, the accuracy or security of Data or any other transmitted information, or the use, reliance upon or performance of any material contained in or accessed through the PORTNET® and/or the Services howsoever arising or sustained by any person and whether due to any act or omission or negligence or error of PN.

11.2.3 Without prejudice to the generality of the above (or any other provisions herein), the Customer acknowledges and accepts:

- (a) the risk that any Transactions or proposed Transactions carried out on PORTNET® or via the use thereof may be subject to any users of PORTNET® making mistakes or errors, acting under false pretences, making misrepresentations, offering services, facilities or products without authority or otherwise failing to deliver or delaying in the delivery on or performance of such Transactions as may be concluded and PN shall not be held liable for any of the same;
- (b) that PN shall not be liable in any way for any loss or damage suffered or may be suffered by Customer including disruption, delay or interference to the Services or loss of any Data:
 - (i) due to any technical failure of the computer systems (including all hardware, software and other facilities related thereto) used or to be used by Customer for purposes of accessing and obtaining the Services, and/or the system of any other user of PORTNET® or other third parties or any part/s thereof; or
 - (ii) arising from circumstances beyond PN's reasonable control, including cyber terrorist activity, cyber-attack, a third party's interference with its computer systems, hacking, computer viruses, the stability or availability of the Internet or a portion thereof, or a network or device failure external to its data centres.

11.2.4 Notwithstanding any provision herein, under no circumstances shall PN be liable for any downtime costs or lost revenues, profits, goodwill, reputation, business opportunities or anticipated savings, or for any special, punitive, indirect, incidental, exemplary or consequential damages, losses, costs, claims or expenses, whether or not PN has been informed or advised of the possibility thereof.

11.3 Liability limit

Save for death and personal injuries, in no event shall PN's liability exceed the sum total of the Service Charges and other sums paid by the Customer to PN for the month immediately preceding the event.

11.4 Time limit

Any action for any cause whatsoever shall be brought within one (1) year from the date when the circumstances have occurred which have given rise to the action.

11.5 Reasonableness

The Customer expressly acknowledges that the provisions of this clause satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act (Cap 396) and that the Customer is estopped from claiming the contrary at any future date in the event of any dispute with PN concerning PN's liability.

11.6 Evidence

PN's data log (whether in magnetic disks or back-up magnetic tapes or any other media) shall constitute conclusive evidence against the Customer but not PN in respect of the facts stated therein, including data entries and receipts and the Customer shall not challenge its admissibility as evidence whether in court or otherwise.

11.7 Prevailing Clause

The limitations of liability under this clause 11 will relate to the whole of all losses and/or damages arising in relation to any one distinct incident (or series of connected incidents) pursuant to this Contract or at law (whether based on a claim or action in contract, tort (including negligence), warranty, indemnity, statutory duty or other legal or equitable grounds) and whether such losses and/or damages are sustained, directly or indirectly, by the Customer and/or any other person or otherwise. This clause 11 prevails over all the other provisions herein but shall be without prejudice to any other provision limiting PN's liability.

11.8 Survival

The provisions of this clause shall survive the termination of the Contract for whatever reason.

12 **Shut-Down Time, Delays and System Constraints**

12.1 In normal circumstances the Services shall be made available on-line for all twenty-four (24) hours of the day save where PN shuts down PORTNET® for routine back-ups. The time and length of the shut-down may vary for whatever reasons not being limited to major conversion exercise and the Customer shall have no claim whatsoever against PN in respect thereof.

12.2 The Customer acknowledges and understands that there may be occasional delays and system constraints in accessing PORTNET® and/or in using the Services and the same may not always be error free or free from computer virus or other invasive or damaging code. PN does not guarantee or warrant that such delays, constraints, errors or virus will not occur and the Customer specifically waives any right to bring any claim against PN for any damages or losses that the Customer may have suffered as a result of such delays, constraints, errors or virus.

13 **Changes**

PN reserves the right to change any term of this Contract, any aspect or feature of the Services (including suspending and/or withdrawing any Services and modifying the Licensed Materials) and the rates of the Service Charges at any time and at its discretion, and such changes shall be binding on the Customer immediately upon notice thereof, which may be given by any means (including posting on PORTNET® or by electronic or conventional mail). Any use of the Services by the Customer after such notice shall be deemed to constitute the Customer's acceptance of such changes.

14 **Suspension and termination**

14.1 Suspension

Without prejudice to clause 7.4, PN may suspend access to PORTNET® and/or any Services immediately if:

- (1) incorrect Security Codes are used to attempt to access the Customer's account;
- (2) PN suspects an unauthorised person is attempting to access the Customer's account;
- (3) any service agreement between the Customer and PN or its Related Companies for services and/or facilities is suspended;
- (4) PN has reason to believe that continued use or access by the Customer will jeopardize or compromise PN's operation of PORTNET® or the Services; or
- (5) if the Customer shall fail to fulfill any obligations under this Contract or any other agreement between the Customer and PN and/or its Related Companies (including payment obligations and obligations to observe all health, safety and security requirements).

14.2 Termination

14.2.1 Either party may terminate this Contract at any time by giving to the other at least one (1) month's prior notice in writing.

14.2.2 PN may terminate the Contract immediately by notice to the Customer if in the opinion of PN:

- (1) the Customer has breached any of the terms and conditions of this Contract (and where expressly permitted by PN, fails to remedy such failure within a reasonable time);
- (2) any of the following events occur with respect to the Customer:
 - (a) the Customer ceases or threatens to cease to carry on the whole or any substantial part of its core business as at the date of this Contract;
 - (b) the Customer is or is presumed or deemed to be unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
 - (c) the value of the assets of the Customer is less than its liabilities (taking into account contingent and prospective liabilities);
 - (d) a moratorium is declared in respect of any indebtedness of the Customer;
 - (e) any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, judicial management, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Customer other than its solvent reorganisation;
 - (ii) a composition or arrangement with any creditor of the Customer, or an assignment for the benefit of its creditors generally or a class of such creditors;

- (iii) the appointment of a liquidator, receiver, trustee, judicial manager, administrator, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of the Customer or any of its assets;
- (iv) enforcement of any mortgage, charge, pledge, lien or other security interest (or any other agreement or arrangement having a similar effect) over any assets of the Customer,
or any analogous procedure or step is taken in any jurisdiction; or
- (3) not less than 25% of the share capital of the Customer has been acquired by a person whose core business, product scope, market reach and distribution network on a worldwide basis is in direct competition with, PN, either acting solely or together with any associated companies, whether or not such acquisition occurs as a single transaction or several transactions over a period of time.

14.2.3 In the event of any termination of this Contract, the Customer shall forthwith:

- (1) pay all outstanding sums incurred in relation to this Contract up to the date of termination and where the Customer shall fail to give notice as required in clause 14.2.1, the Customer shall pay to PN in lieu of notice an amount equivalent to the total of all Service Charges and other sums paid by the Customer for the previous month; and
- (2) cease to access PORTNET® and cease to use the Licensed Materials, and return the same to PN in good condition.

15 General

15.1 Assignment

The Customer shall not assign, transfer, sub-licence, sub-contract or delegate any of the Customer's rights, benefits, duties or obligations arising under the Contract without PN's prior written approval. PN may assign this Contract or any part thereof to any of its Related Companies by giving the Customer not less than seven (7) days' prior written notice.

15.2 Relationship

Notwithstanding that the Customer may contract the Services as an agent for another party, the Customer agrees that PN deals with the Customer as principal only at all times for the purposes of this Contract.

15.3 Governing Laws

The validity and construction of the Contract shall be governed by Singapore law.

15.4 Settlement of Disputes

- 15.4.1 Unless otherwise agreed between the parties, any dispute arising out of or in connection with the Contract, including any question regarding the existence or validity or termination thereof shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules

of the Singapore International Arbitration Centre ("**SIAC**") for the time being in force which rules are deemed to be incorporated by reference to this clause.

15.4.2 The Tribunal shall consist of a jointly appointed single arbitrator, or as appointed by the Chairman of the SIAC.

15.4.3 The parties agree to be bound by the award of the arbitrator, and to submit to the jurisdiction of the courts of the Republic of Singapore for the enforcement of such awards.

15.5 Non-Waiver

15.5.1 Knowledge or acquiescence by PN of or in any breach of any of the terms, conditions or covenants herein contained, or failure or delay on the part of PN to exercise any right or remedy under this Contract, will not operate as or be deemed to be a waiver of such terms, conditions or covenants, or such right or remedy, or any of them, and notwithstanding such knowledge or acquiescence or failure or delay (or any single or partial exercise of any right or remedy), PN will be entitled to exercise its rights under this Contract and to require strict performance by the Customer of the terms, conditions and covenants herein.

15.6 Severance

If any provision of the Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications to that effect are received by either of the parties from any competent authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at PN's discretion, it may be severed from the Contract and the remaining provisions of the Contract shall remain in full force and effect unless PN, in its discretion, decides that the effect of such declaration is to defeat the original intention of the parties, in which event PN shall be entitled to terminate the Contract by thirty (30) days' notice to the Customer and the provisions of clause 14.2.3 shall apply accordingly.

15.7 Entire agreement

The Contract constitutes the complete and only agreement between the parties and supersedes all previous communications, representations and other arrangements whether written or oral. The Customer acknowledges that no reliance is placed on any communication, representation or other arrangement, oral or written, which is not embodied or included in the Contract.

15.8 Notices

Subject to clause 13, any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party shown at the head of the Contract or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within seventy-two (72) hours of posting or twenty-four (24) hours if sent by facsimile transmission or by electronic mail or by telex to the correct facsimile number or electronic mail number of the addressee (with correct answerback).

15.9 Rights cumulative

All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under the Contract shall restrict or prejudice the exercise of any other right granted by the Contract or otherwise available to it.

15.10 Force Majeure

Notwithstanding anything else contained in this Contract, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control. Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay and the likely duration of the delay, the performance of such party's obligations shall be suspended during the period that the said circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay. In such delay:

- (a) any costs arising from such delay shall be borne by the party incurring the same;
- (b) either party may, if such delay continues for more than one (1) month, terminate this Contract forthwith on giving notice in writing to the other in which event neither party shall be liable to the other by reason of such termination; and
- (c) the delaying party shall take all reasonable steps to bring the delaying event to a close or to find a solution whereby the Contract may be performed notwithstanding such event.

However, nothing in this clause affects or excuses a party's obligation to pay Service Charges (and any other fees and charges) incurred and due.

Attachment 1: Description of PORTNET® Services

As an electronic business to business community for the port and shipping industry, the **PORTNET®** system connects all the relevant maritime industry players to each other, as well as to the government agencies, facilitating the handling of containers electronically (including over the Internet) and offers the following services:

- Online ordering of services
- Facilitation of service fulfilment
- Track & Trace
- Order and Application Facilitation
- Electronic trade application
- Data Repository and Management
- Billing and other Financial Functions
- Automated data selection, verification, discrepancy checks and alerts.
- Event tracker, Task Manager and email.
- System-to-System Integration Services (including application programming interface (API) and Electronic Data Interchange (EDI))

PORTNET® can be fully integrated with back-end port ERP system (such as **CITOS**) and billing systems, for even greater value and synergy. Further systems, add-on system services are also available to further enhance the value of **PORTNET®** into that of a comprehensive port commerce (p-commerce) suite of IT services. These additional systems services include:

- **EZShip®**, a sophisticated IT system which facilitates the back-room operations of the shipping lines. Through process re-engineering, automation and customisation, **EZShip®** transforms the notoriously complex and time-consuming shipping processes into seamless and easily manageable steps. The pricing is as provided in Attachment 2.
- **Throughput Analysis and Vessel Information System (TRAVIS™)**, a management reporting tool to help the shipping community using PSA, enabling companies to monitor performance, analyse market trends and make critical business decisions. Through **TRAVIS™**, shipping lines and agents have quick access to a 2-year detailed database to easily generate reports on throughput, transshipment details, dwell time, and vessel performance.
- **Haulier Community System (HCS) on PORTNET®**, a platform that will automate port documentations, integrate port and haulage workflows harmoniously, eliminate exceptions prior to arrival, and elevate both PSA and hauliers to a higher level of productivity.
- **ALLIES™** – a central information repository for shipping lines to share information on a real-time basis. **ALLIES™** can reduce the amount of time previously spent on manual information exchange and helps to streamline information exchange on slot forecasting, slot-utilisation reporting and vessel schedules among shipping partners.
- **ACE™** – a collaborative platform comprising of the following products: **SmartSLOT**, **SmartBERTH**, **SmartCONNECT**, **SmartSTOW** and **SmartDISCOVER**. It leverages on advance information from customers to help maximize carrier's vessel utilization and optimize connections, stowage and berthing plans. It can increase overall productivity and reduce costs via collaborative planning and use of predictive and prescriptive analytics and optimization tools.

Attachment 2: PORTNET® Price List

1. Structure of Usage Charges

PORTNET® usage is measured by unit transactions (Txn), defined as:

- physical processes, for non-enquiry modules. E.g. Port Program applications, EDO creations;
- number of records enquired or billable units applicable, for enquiry modules. E.g. 5 container records enquired or 5 billable units applicable are defined as 5 txns.

PORTNET® usage would also be grouped into 6 categories:

- (i) Service Ordering
Berth Application related modules, Yard Crane Booking, Tug and Pilotage Ordering, Water Ordering.
- (ii) Exception Management
TLI vs Bay Plan discrepancy checks.
- (iii) Fulfilment Info (Documentation)
TLI, Bay Plan, Container Booking Services, Electronic Shipping Note, Pre-Gate Services.
- (iv) Work Flow Management
Electronic Delivery Order, Shipment / Transshipment Services, Store & Release Orders, Reefer Services, DG Services, Rework and Tenant Containers, MAINS (Manifest), Admin of Authorised Parties.
- (v) Enquiries
All types of on-line enquiries.
- (vi) Proactive Management
All types of FlexiAlerts.

2. Usage Rates

(i) Service Ordering & Exception Management

Txns per month	Rates per txn	
	Peak Period *	Off Peak Period
First 3,000	\$1.00	\$0.50
Next 5,000	\$0.80	\$0.40
Above 8,000	\$0.70	\$0.35

(ii) Fulfilment Info (Documentation)

Txns per month	Rates per txn	
	Peak Period*	Off Peak Period
First 3,000	\$0.60	\$0.30
Next 5,000	\$0.40	\$0.20
Above 8,000	\$0.30	\$0.15

(iii) Work Flow Management

Txns per month	Rates per txn	
	Peak Period*	Off Peak Period
First 3,000	\$0.90	\$0.45
Next 5,000	\$0.70	\$0.35
Above 8,000	\$0.60	\$0.30

(iv) Enquiries

- (a) For "Direct Users" defined as those users of port, cruise and/or marine services and facilities provided by PSA Corporation Limited or its subsidiaries and who have entered into the relevant contracts with PSA Corporation Limited or its subsidiaries accordingly or companies registered and carrying on business as Haulier or Freight Forwarding companies:

Txns per month	Rates per txn	
	Peak Period*	Off Peak Period
First 3,000	\$0.60	\$0.30
Next 5,000	\$0.40	\$0.20
Above 8,000	\$0.30	\$0.15

(b) For all other companies:

Txns per month	Rates per txn	
	Peak Period*	Off Peak Period
First 3,000	\$1.20	\$0.60
Next 5,000	\$0.80	\$0.40
Above 8,000	\$0.60	\$0.30

(v) Proactive Management

Type of FlexiAlert Plan	Rates
Classic Plan	\$0.50 per notification
Premium 90	\$90.00 for the first 250 notifications, thereafter, \$0.30 per notification
Type of Event	Rates
Change of Direct Loading	\$3.00 per registration
Change of Direct Delivery	\$3.00 per registration

NOTE

- Peak period is as follows:
0930 - 1100 hours} Mondays to Fridays **excluding** Public Holidays
1530 - 1700 hours}

0930 - 1100 hours} For Saturdays **ONLY**.
- The minimum charge per month is **\$50**.
- The mode of payment is through Inter-Bank GIRO (on the **25th** of each month).