

## **SERVICES LEVEL AGREEMENT**

**for users of the Peppol AP PLATFORM operated by DataPost Pte Ltd**

This Services Level Agreement (this "**Agreement**") governs the provision of the Services by DataPost Pte Ltd (Company Registration No. 199404610D), a company incorporated and validly existing under the laws of Singapore, with its registered address at 4 Ayer Rajah Crescent, Singapore 139960 ("**DataPost**") and you (as defined below). This Agreement applies separately to each account registered to use the Services.

## 1 DEFINITIONS

### 1.1 In this Agreement:

"**Affiliate**" of a person means any other person that directly or indirectly Controls, is Controlled by or is under common Control with the first-mentioned person.

"**AP**" means access point.

"**Business Day**" means a day (excluding Saturdays, Sundays and public holidays in Singapore) on which banks are open for normal banking business in Singapore.

"**Confidential Information**" means any and all information (whether written, electronic or oral, and regardless of whether it is specifically designated as confidential) disclosed or made available to you by or on behalf of DataPost in connection with this Agreement or in contemplation of a possible business relationship, which information is non-public, confidential, sensitive or proprietary in nature including, but is not limited to:

- (a) any information, knowledge or data which are of an intellectual, technical, scientific, commercial, operational, administrative, economic, marketing, planning, trade secrets, research, know-how, business or financial nature, or in the nature of intellectual property of any kind, whether or not in relation to this Agreement and howsoever disclosed, including copies and reproductions thereof;
- (b) all materials, works, prototypes, inventions, discoveries, techniques, computer programs, source codes, diagrams, workflow information, specifications and configurations of DataPost;
- (c) all information relating to and/or contained in DataPost's computer systems, including the related hardware, software, data and documentation;
- (d) any information specifically designated by DataPost as private and/or confidential including but not limited to customer name, address, email, personal details or other identifying data; any information supplied to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of DataPost or any future business; and
- (e) any information which is not in the public domain and in which DataPost has a business, proprietary or ownership interest or has a legal duty to protect, including the existence of this Agreement.

"**Control(s)**" of a person means the (a) ownership of more than 50% of the shares in the issue in or other equity interests or registered capital of such person, or (b) the power to direct the management or policies of such person, whether through the ownership of more than 50% of the voting power of such person, through the power to appoint a majority of the members of the board of directors or similar governing body of such person, through contractual arrangements or otherwise.

"**Data**" means any data and information uploaded or inputted by you or with your authority onto the Peppol AP Platform with the use of the Services.

"**e-invoicing**" means, including but not limited to, the printing of invoices or invoices with QR codes, conversion of such invoices into a digital format for facilitating electronic exchange of invoices, and generating payment files for submitting to banks for payment.

"**e-Invoicing Services**" means the e-invoicing services made available to the Subscriber via the Peppol AP Platform provided by DataPost, in consideration of the Fees paid or payable by such Subscriber.

"**End User**" means an identified or identifiable entity that is responsible for the business content of the datasets that is exchanged (by sending and/or receiving) with another such entity using Services over the Peppol Network.

"**Fees**" means the fees the Subscriber pays to DataPost for the Services in accordance with Clause 5 below.

"**Implementation Fees**" means the fees identified as such in **Schedule 2**.

"**Implementation Services**" means the services identified as such in **Schedule 1**.

"**Indemnified Persons**" shall have the meaning ascribed to it in Clause 7.1.

"**Intellectual Property Right**" means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

"**Losses**" means any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever (including any investigative, legal and other reasonable expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened legal action or proceeding).

"**Managed Services**" means the services identified as such in **Schedule 1**.

"**Parties**" means DataPost and you, and individually a "**Party**".

"**Peppol**" means the set of technical artifacts and specifications that can be implemented in existing national and/or cross-border electronic procurement solutions and electronic business exchange services, that enable users to submit business documents including but not limited to electronic forms and invoices.

"**Peppol Authority**" means the Info-communications Media Development Authority of Singapore.

"**Peppol AP Platform**" means the Peppol Access Point Platform, for which the Subscriber could access to by virtue of its subscription of the Services.

"**Peppol Architectural Framework**" means the set of specifications, which enable business process interoperability and are needed to implement the Peppol Network, providing End Users with the desired interoperability.

"**Peppol Coordinating Authority**" means the organisation acting as the central authoritative point of reference having the overall responsibility for governing the Peppol Interoperability Framework.

"**Peppol Governance Framework**" means the set of agreements, internal regulations (policies) and operational procedures governing and operationalising the Peppol Interoperability Framework.

"**Peppol Dataset Type**" means a type of data structure which has been approved for use on the Peppol AP Platform.

"**Peppol Network**" means a logical network enabling secure and reliable exchange of Peppol Dataset Types between End Users via Datapost.

"**Peppol Interoperability Framework**" means the set of artifacts (i.e., agreements, policies, procedures and technical specifications) which together ensure interoperability in the Peppol Network. It consists of the Peppol Architectural Framework and the Peppol Governance Framework and evolves according to the change management provisions set forth in the internal regulations and the operational procedures and the principles set out in the SPA.

"**Recurring Fees**" means the fees identified as such in **Schedule 2**.

"**Services**" means the e-Invoicing Services made available to the Subscriber by DataPost by means as requested by the Subscriber, the Implementation Services, the Managed Services, and the Support and Maintenance Services.

"**SPA**" shall have the meaning ascribed to it in Clause 1.2.

"**Subscriber**" means the person who registers to use the Services, and, where the context permits, includes any entity on whose behalf that person registers to use the Services.

"**Terms and Conditions**" means the terms and conditions of the use of the Website accessible on the Website.

"**Third Party Service Providers**" means third party service providers which are unrelated to DataPost, and provide products and/or services including but not limited to financing.

"**Transaction Fees**" means the fees identified as such in **Schedule 2**.

"**you**" means the Subscriber and "**your**" has a corresponding meaning.

"**S\$**" means Singapore dollars, the lawful currency of the Republic of Singapore.

- 1.2 Reference is made to the Peppol Service Provider Agreement entered into between the Info-communications Media Development Authority of Singapore and DataPost on 1 July 2022 (the "**SPA**"), for the purpose of providing Peppol AP services in Singapore. This Agreement is subject to the terms of the SPA. DataPost reserves the right to change the terms of this Agreement in accordance with the SPA. If you require to view a copy of the SPA, please contact [eInvoice@datapost.com.sg](mailto:eInvoice@datapost.com.sg).
- 1.3 By accessing the Peppol AP Platform and using the Services, you acknowledge and agree that you have fully read, understand all the responsibilities, obligations and potential liabilities borne by you completely and voluntarily enter into this Agreement. You acknowledge and agree that you may contact the customer services of DataPost through [eInvoice@datapost.com.sg](mailto:eInvoice@datapost.com.sg)

at any time, and that you have consulted independent legal and professional advice prior to entering into this Agreement.

## **2 USE OF SERVICES**

- 2.1 DataPost grants you the right to access and use the Services with the particular user roles available to you according to the following subscription types, as detailed in **Schedule 1** of this Agreement, and as may be selected by you.
- 2.2 The right granted to you pursuant to Clause 2.1 is non-exclusive, non-transferable, and limited by and subject to this Agreement.

## **3 SUBSCRIBER OBLIGATIONS**

- 3.1 You shall only access the Peppol AP Platform and use the Services for your own lawful business purposes, in accordance with the terms of this Agreement, the Terms and Conditions, any notices sent by DataPost, other conditions posted on the website of DataPost, and all applicable laws and regulations.
- 3.2 You shall ensure the Data uploaded or input to the Peppol AP Platform is true, accurate and complete in all respects, in no way misleading and is technically correct and valid according to the rules defined for the relevant Peppol Dataset Type. If any Data uploaded or input to Peppol AP Platform, whether or not for the purpose of the use of the Services, is false or in any way inaccurate and such inaccuracy results in any direct or indirect losses or damages suffered by DataPost, you shall indemnify DataPost in accordance to Clause 7 below.
- 3.3 You shall ensure that the Data and information is transmitted or in any way delivered to the Peppol AP Platform in a secure and confidential manner.
- 3.4 You shall pay attention to alerts, warning and "hot-fixes" published by DataPost, and act accordingly in a professional, diligent and timely manner adhering to any published migration plans and mandated dates.
- 3.5 You acknowledge and agree that:
- (a) Datapost is entitled to perform the relevant Services, including receipt and/or transfer of Peppol Dataset Types, on your behalf or for your benefit;
  - (b) You shall remain fully responsible for the business content of the datasets exchanged including compliance to the relevant laws as well as for any resulting business commitment;
  - (c) You are fully aware of the existence and rule of the Peppol Network and the contact points set out in clause 17.8 or otherwise notified to you;
  - (d) That you will be blocked from the Peppol Network in case fraud, spam or other criminal acts are noted by or on your behalf. For the avoidance of doubt, this may be done regardless of whether Datapost has received instructions from the Peppol Authority to do so;
  - (e) DataPost shall, on reasonable request from other actors directly involved in sending and receiving datasets or from the Peppol Authority, reveal or give access to relevant data from the logs provided that the data is not subject to a duty of confidentiality, or if it is subject to a duty of confidentiality in which case your prior written consent shall be obtained; and
  - (f) The Peppol Authority is authorised to define specific requirements, beyond those universally enforced through the Peppol Interoperability Framework. Such specific requirements, specific to the Peppol Authority, shall be applicable within the relevant jurisdiction and shall be documented in a dedicated part of the Peppol Interoperability Framework after written approval by the Peppol Coordinating Authority.

3.6 You undertake that:

- (a) As far as it is possible, without violating confidentiality commitments to third parties or applicable data protection laws or other regulations, you shall proactively make available to Datapost, and to other relevant actors involved in the Peppol Network, relevant information held by you which is needed by others for operating and maintaining their respective components of the Peppol Network;
- (b) You shall ensure that your responsibilities are provided and maintained in a reliable and professional manner, in accordance with accepted best industry practices, and shall ensure that it has sufficient resources for the necessary development of the Services and for the maintenance of your own data systems;
- (c) You shall use measures and procedures in accordance with accepted best industry practices to protect your own data systems used to perform this Agreement against illicit use, malicious code, viruses, computer intrusions, infringements and illegal tampering of data and other comparable actions by third parties. You agree to use accepted best industry practices and efforts to avoid the transmission of any viruses, time bombs, worms or similar items or any computer programming routines that may interfere with other parties' computer systems;
- (d) You shall maintain appropriate and up to date documentation on any measures and efforts deployed under clause 3.6(c), and will make relevant sections of such documentation (as needed to prove compliance to this section of the Agreement) available upon first written reasonable request of Datapost;
- (e) You shall notify Datapost and other implicated actors in the Peppol Network at the designated contact point, without delay if you observe or become aware of data breaches, disturbances or errors within your area of responsibility, which may endanger the fulfilling of agreed tasks or the correct functioning of the Peppol Network;
- (f) If you, regardless of circumstances, are unable to fulfil your obligations according to the Agreement, you shall without delay inform Datapost and work diligently with partners to correct them; and
- (g) You shall designate contact persons, for the exchange of information and for taking care of matters related to the Agreement.

3.7 Upon reasonable request, you may be required to render assistance to DataPost in relation to verification in accordance with the entity identification provisions stipulated by the internal regulations and/or operational procedures and other applicable Peppol Authority requirements,.

3.8 You hereby agree and permit DataPost to register you as a Subscriber of the Services on the Peppol AP Platform, and to send and receive e-invoices via the Peppol AP Platform on your behalf.

3.9 You shall comply with Clause 5 of this Agreement and pay the Fees to DataPost without any delay.

- 3.10 You agree and allow DataPost to use your name for marketing purposes and disclose your information to any third party for such purposes.

#### **4 DATAPOST OBLIGATIONS**

- 4.1 DataPost shall perform its obligations as a Peppol AP Service provider in accordance with the terms of the SPA, and comply with all the terms and conditions under the SPA during the course of provision of the Services.
- 4.2 DataPost shall ensure that the e-Invoicing Services complies with the Peppol standards and the service level commitments set out in the SPA, including but not limited to:
- (a) ensuring that it is entitled to perform the relevant Services, including the receipt and/or transfer of Peppol Dataset Types, on behalf of or for your benefit;
  - (b) ensuring that the e-Invoicing Services are provided and maintained in a reliable, professional and state of the art manner;
  - (c) protecting DataPost's own data systems against illicit use, malicious code, viruses, computer intrusions, infringements and illegal tampering of data and other comparable actions by third parties; and
  - (d) notifying you, without delay, if it observes disturbances or errors within its domain of responsibility, which may endanger the fulfilling of agreed tasks.
- 4.3 DataPost shall ensure that Peppol Services provided shall be in compliance with the Peppol Interoperability Framework, including but not limited to:
- (a) Perform the necessary testing required to ensure that its service offerings are in compliance with the Peppol Interoperability Framework and any special requirements applicable within the Jurisdictions within which it operates.
  - (b) Unless you are otherwise exempted, taking all necessary steps to ensure that you are fully enabled to support the relevant Peppol Business Interoperability Specifications and Peppol Dataset types applicable to the Peppol Service Domains in which you are authorised.
- 4.4 Subject to the terms of the SPA, DataPost's obligations under Clause 4.2 and its provision of the Services do not apply to any unavailability, suspension or termination of the Services or any other Services performance issues:
- (a) in the event that DataPost is under a denial of service (DoS) attack or other hostile attacks that have a negative impact on the service levels; that result from a suspension based on illegal content management;
  - (b) caused by factors outside of DataPost's reasonable control, including any force majeure event or Internet access or related problems;
  - (c) that result from any actions or inactions of any third party, including but not limited to the approval by the Peppol Authority to lower the service level requirements;
  - (d) that result from any problems of your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within DataPost's reasonable control); or
  - (e) arising from DataPost's suspension or termination of your rights to use the Services.

## 5 FEES AND PAYMENT TERMS

- 5.1 You shall pay fees as set out against your subscription type in **Schedule 2** to this Agreement to DataPost for the supply of the Services to you, which shall comprise of:
- (a) Implementation Fees (if applicable);
  - (b) Recurring Fees; and
  - (c) Transaction Fees,
- (collectively, the "**Fees**").
- 5.2 The Fees are exclusive of amounts in respect of goods and services tax (GST), sales or other tax applicable (if any) for the time being prescribed by law. You shall, on receipt of a valid tax invoice from DataPost, pay to DataPost any additional amounts in respect of GST as are chargeable on the supply of the Services.
- 5.3 DataPost shall be entitled to vary the Fees at any time during the term of this Agreement by providing you with one month's notice in writing.
- 5.4 DataPost shall render its invoices to you electronically, to the e-mail address provided by you on the Peppol AP Platform at the following times:
- (a) in respect of the Implementation Fees: immediately upon execution of this Agreement; and
  - (b) in respect of the Recurring Fees:
    - (i) the fees for the first year (for the avoidance of doubt, this comprises Recurring Fees for Services starting from the date of this Agreement at the earlier of: (A) 3 months from the date of this Agreement, or (B) completion of the Implementation Services;
    - (ii) the fees for subsequent years, which shall be paid upfront and prior to the provision of the Services: on the first Business Day of each calendar year; and
  - (c) in respect of the Transaction Fees, within one week from the start of each calendar month for all sums incurred under this Agreement in the preceding calendar month.

You shall pay such Fees in full and in cleared funds via bank transfer to DataPost's bank account within 15 days from the invoice date, subject to further arrangements that may be implemented by DataPost and notified to you from time to time. Details of DataPost's bank account will be set out in the invoice.

- 5.5 In the event you fail to make any payment due to DataPost under this Agreement by the due date for payment, including but not limited to any late payment of all or any part of the Fees, then without limiting any other remedies that DataPost shall be entitled to under the terms of this Agreement or at law, you shall pay interest on the overdue amount at the rate of 2% per month. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. DataPost reserves the rights to further charge you for any costs and expenses incurred in handling and collecting any outstanding amounts under this Agreement.

## 6 ACCESS AND USAGE CONDITIONS

- 6.1 You must ensure that all login credentials required to access the Services are kept secure and confidential. You must immediately notify DataPost of any unauthorized use of your login credentials or any other breach of security. DataPost will reset your password promptly and you must take all other actions that DataPost reasonably deems necessary to maintain or enhance



the security of DataPost's computing systems and networks and your access to the Peppol AP Platform and the use of the Services.

- 6.2 As a condition of using the Services, when accessing the Peppol AP Platform and using the Services, you must:
- (a) not attempt to undermine the security or integrity of DataPost's computing systems or networks;
  - (b) not use, or misuse, the Services in any way which may impair the functionality of the Services or the Peppol AP Platform, or other systems used to deliver the Services or impair the ability of any other user to access the Peppol AP Platform or use the Services;
  - (c) not attempt to gain unauthorized access to any materials other than those to which you have been given express permission to access or to the computer system on which the Services are hosted;
  - (d) not transmit, upload, or input into the Peppol AP Platform or through the use of the Services, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use); and
  - (e) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programmes used to deliver the Services except as is strictly necessary to use either of them for normal operation.

## 7 INDEMNITY

- 7.1 You shall indemnify DataPost and all of DataPost's officers, directors, shareholders, beneficial owners, employees, sub-contractors, agents and Affiliates thereof (the "**Indemnified Persons**") against any cost, claims, damage, expense, loss or liability (as to the amount of which the certificate of DataPost will, in the absence of manifest error, be conclusive) which DataPost may suffer or incur, or has suffered or incurred as a consequence of the occurrence of (a) any breach of this Agreement, (b) any violations of laws by you, (c) any Data uploaded or inputted by you to the Peppol AP Platform, (d) any viruses, worms, Trojan horses or any contaminating or destructive software introduced by you, (e) any such obligation you may have to DataPost, including, but not limited to, any costs and expenses relating to the recovery of any Fees that are due but have not been paid by you, and (f) any claim of whatsoever nature by your customers against you or DataPost, or otherwise in connection with this Agreement.
- 7.2 In no event shall DataPost be liable for any loss of profits, business, data or information or for any incidental, indirect, special or consequential damages whether arising from negligence, breach of contract or otherwise, even if informed of the possibility of these losses or damages. DataPost shall not be liable for any losses arising out of or relating to any of its actions or omissions to act under this Agreement, except to the extent that any such losses are caused by the wilful misconduct, fraud or negligence of DataPost.
- 7.3 You shall pay to DataPost on demand on a full indemnity basis all stamp, documentary, registration or other like duties or taxes, including withholding taxes and any penalties, additions, fines, surcharges or interest relating thereto, or any notarial fees which are imposed or chargeable on or in connection with this Agreement, or the provision of the Services.
- 7.4 DataPost shall be entitled to rely upon without further enquiry, any communication which DataPost believes in good faith to be given or made by you (whether through the use of the Services or by any other means), irrespective of any error or fraud contained in the communication or the identity of the individual who sent the communication and you shall indemnify and hold DataPost harmless from and against all actions, proceedings, costs, claims,

demands, expenses or losses of any nature (direct or indirect) which DataPost may suffer, incur or sustain as a consequence of accepting and/ or acting upon any such confirmation.

## **8 CONFIDENTIALITY AND PRIVACY**

### **8.1 Confidentiality**

- (a) Except with the written consent of DataPost, you shall keep confidential and shall not disclose to any person or use directly or indirectly for your own or any other person's benefit (other than to your employees and directors whose duties will require them to possess any of such Confidential Information for the due performance by it of its obligations under this Agreement), any Confidential Information disclosed by DataPost.
- (b) The obligation of confidentiality shall not apply to any material and information which:
  - (i) which is generally available or otherwise public;
  - (ii) which you received from a third party without an obligation of confidentiality;
  - (iii) which was in your possession without an obligation of confidentiality applying to it before receiving it from the Datapost;
  - (iv) which you has independently developed without using material or information received by them from Datapost; or
  - (v) to the extent the release of such material or information is required under a judicial or governmental subpoena or similar governmental demand.
- (c) You agree that if it is required by any law, court or governmental or regulatory authority, to disclose any Confidential Information, you shall:
  - (i) immediately notify the DataPost in writing, or through [elinvoice@datapost.com.sg](mailto:elinvoice@datapost.com.sg) prior to such disclosure; and
  - (ii) disclose only the minimum amount of information to meet the obligations of disclosure imposed by such law, court or governmental or regulatory authority.
- (d) You shall take all reasonable steps to minimize the risk of disclosure of any Confidential Information disclosed, made available or otherwise provided by DataPost by ensuring that only your employees, directors or Affiliates, whose duties will require them to possess any of such Confidential Information shall have access to the Confidential Information and only on a "need-to-know" basis, and that such employees, directors or Affiliates shall be instructed to treat the same as confidential and shall be under a written contractual restriction on non-disclosure and proper treatment of Confidential Information that is no less restrictive than the terms of this Agreement.
- (e) You acknowledge that no person by disclosing any Confidential Information of DataPost, grants any licence, right or interest in or to any such Confidential Information. All Confidential Information of DataPost shall remain the sole property of DataPost and you agree to destroy all materials containing such Confidential Information (including all copies made by you) and provide DataPost with confirmation in writing that you have destroyed all such materials within 5 Business Days of written request by DataPost.
- (f) The obligations contained in this Clause 8 shall endure, even after the termination of this Agreement, without limit in point of time except and until any Confidential Information enters the public domain as set out above.

## **9 INTELLECTUAL PROPERTY**

All rights, title and interest, whether legal or beneficial and including all Intellectual Property Rights, in the Peppol AP Platform, the Services, and any documentation relating to the abovementioned shall remain the sole and absolute property of DataPost or the relevant third-party owners (as the case may be), or their licensors (if any), and you shall have no rights in or to the Peppol AP Platform and the Services, other than the right to use it in accordance with the terms of this Agreement.

## **10 OWNERSHIP OF DATA**

- 10.1 As between you and DataPost, you are and shall remain the sole and exclusive owner of all right, title and interest, whether legal or beneficial and including all Intellectual Property Rights, in and to the Data, subject to the rights and permissions granted in Clause 10.2.
- 10.2 You hereby irrevocably grant all such rights and permissions in or relating to the Data as are necessary to DataPost to enforce this Agreement and the SPA and to exercise DataPost's rights and perform DataPost's obligations under the Agreement and/or the SPA, including but not limited to such rights and permissions to use, copy, transmit, store, and back-up the Data and performing data-analytical functions on the Data for the purposes of compliance with the applicable law, the operation of the Peppol Network and providing the Services and enabling you to access the Peppol AP Platform, and for any other purpose related to the provision of Services to you.
- 10.3 DataPost shall not collect, distribute or make accessible to third parties the content of Data, or their associated metadata, other than to the extent required for operation of the Peppol AP Platform as required by this Agreement and/or the SPA, or as otherwise agreed with or instructed by you, or as required by the applicable law.

## **11 DATA PROTECTION, INFORMATION SECURITY AND COMPLIANCE WITH POLICIES**

- 11.1 You must maintain copies of all Data uploaded or input to the Peppol AP Platform.
- 11.2 DataPost shall have the right to retain all Data for at least three calendar months from the date that such Data was uploaded to or used by the Peppol AP Platform. You expressly acknowledge that DataPost may reveal or give access to the Data to other organisations within the Peppol transport infrastructure, and waive any obligation of confidentiality and give your full consent to the foregoing.
- 11.3 You shall be responsible for taking reasonable and prudent measures in accordance with good industry practice to safeguard the security of the Data in your possession, including but not limited to maintaining appropriate firewalls, encryption and anti-virus protection.
- 11.4 You shall implement appropriate technical and organisational measures to protect the integrity and continuous operation of the Peppol Interoperability Framework and all data exchanged across the Peppol Network against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other forms of processing contrary to this Agreement and applicable law. Taking into account the state of the art and the cost of their implementation, such measures shall ensure a level of security appropriate to the risks represented by the data exchange and the nature of the data to be protected respecting the minimum requirements set out in the security provisions in the internal regulations and/or operational procedures. You shall take steps to ensure that any natural person acting under your authority in relation to this Agreement complies with the applicable information security requirements. DataPost may take steps to monitor compliance with this clause.
- 11.5 DataPost adheres to its best practice policies and procedures to prevent data loss, but does not guarantee that there will be no loss of Data. DataPost expressly excludes liability for any loss of Data no matter how caused, whether or not DataPost is at fault.
- 11.6 You expressly acknowledge that DataPost may store the Data on any cloud platform maintained by third party service providers, subject to appropriate standards under the applicable laws. For

the avoidance of doubt, DataPost shall not be liable for any direct or indirect loss or harm you or your customers may suffer or incur in connection with the cloud platform maintained by third party service providers.

- 11.7 To the extent that any Data is lost or damaged due to any act or omission of DataPost, DataPost shall take such steps to restore the relevant Data as commercially reasonable in the circumstances. For this purpose, you shall provide DataPost with such back-ups of the lost or damaged Data and/or continuity and recovery procedures as you are responsible for maintaining.
- 11.8 By agreeing to use the Services, you expressly consent and grant DataPost all rights and permissions in or relating to the collection, usage and storage of Data by DataPost and/or its Affiliates, for the purposes of (i) improving our services to you, (ii) measuring the effectiveness of our services to you, and (iii) developing new services, including but not limited to the provision of any financing services facilitated by DataPost and/or its Affiliates to you, which will be set out in a separate financing agreement that you may enter into with DataPost and/or its Affiliates. In the event DataPost requires the sharing and transfer of Data to other third parties for any purpose, DataPost will inform you and seek your consent separately.
- 11.9 DataPost maintains a privacy policy that sets out the Parties' obligations in respect of your information. The privacy policy forms a part of this Agreement and all Data will be handled in accordance with the privacy policy.
- 11.10 The Parties understand and respect that each Party may be subject to varying obligations under applicable legislation and/or regulations concerning confidentiality and data protection.
- 11.11 Each Party undertakes to preserve confidentiality of any data, documents or other material that they have received from the other Party or otherwise in relation to the execution of their responsibilities and services under this Agreement and which are identified as confidential in relation to the execution of their responsibilities. The content of datasets are always considered confidential.
- 11.12 Information, which is subject to confidentiality under clause 11.11, shall not be disclosed to other persons (employees or others) than those to whom it is necessary to share such information and who are bound by confidentiality either by national legislation, regulations or by agreement. The Parties may, however, disclose information related to the existence of service contracts within their domain of responsibility unless explicitly agreed otherwise.
- 11.13 Should a Party, or anyone for whom a Party is responsible, such as employees, consultants and subcontractors, be in breach of any of the clauses above regarding confidentiality, the other Party is entitled to damages covering its loss due to the other Party's breach of confidentiality, subject to the limitations set out in clause 15.
- 11.14 The Parties shall protect any personal data they receive, collect and otherwise process in relation to this Agreement according to the provisions set in the relevant legislation
- 11.15 The Parties agree and affirm that the performance of this Agreement as such does not create any joint controllership between them, nor any controller/processor relationship, and that both Parties shall act as independent data controllers as defined under applicable law, each bearing its respective responsibilities and liabilities independently.
- 11.16 Any obligation of confidentiality and data protection shall survive termination of the Agreement.
- 11.17 You expressly acknowledge that in the event that the Peppol Authority initiates an investigation when there is a possible situation of non-compliance, DataPost is required to provide any information and any other collaboration to cooperate with the investigation.
- 11.18 The temporary removal of ability to provide Peppol Services by DataPost may be extended by the Peppol Authority if required.

## 12 DISCLOSURE OF DATA TO THIRD PARTY SERVICE PROVIDERS

- 12.1 DataPost may provide you with information and referrals to Third Party Service Providers who may provide or offer certain financing products and/or solutions ("**Third Party Products**") to you. To facilitate such referrals, DataPost may provide hyperlinks or other forms of shortcuts (collectively, "**Shortcuts**") which enable you to access and be re-directed to Third Party Products, which are not maintained or controlled by us.
- 12.2 By clicking on and accessing any such hyperlink or Shortcut, you consent to DataPost disclosing your data to the Third Party Service Providers for the purposes of the provision of the Third Party Products.
- 12.3 The data which may be disclosed to Third Party Service Providers include but is not limited to:
- (a) Entity name;
  - (b) Unique entity number or other identification number;
  - (c) Entity address;
  - (d) Invoice information (including amount, date, payor and payee details and payment deadline); and
  - (e) Entity contact details (including email addresses, name of representatives and contact numbers).
- 12.4 The disclosure of data to Third Party Service Providers may allow you to efficiently pre-fill e-forms. You acknowledge that it is your sole responsibility for ensuring that your data on the Third Party Service Provider's website is accurate, true and correct at all times. You will be responsible for any and all losses, costs, expenses or damage suffered by you, us, or any third party in connection with such data not being complete, accurate, true or correct and we will not be liable for any such losses, costs, expenses or damages.
- 12.5 You acknowledge and agree that your use of the Third Party Products are subject to the Third Party Service Provider's terms and conditions and privacy notices and that DataPost is not responsible for any terms and conditions between you and any Third Party Service Provider. DataPost does not endorse or assume any responsibility for Third Party Products.
- 12.6 You will not hold us liable for any damage or loss of any kind caused as a result (direct or indirect) of the use of Third Party Service Providers website, software or service, including any damage or loss suffered as a result of reliance on the contents contained in or available from such website, software or service.
- 12.7 Third Party Service Providers may pay DataPost a fee that may be related to referrals from DataPost, revenue made by the Third Party Service Provider or data that we provide the Third Party Service Provider access to with your consent.
- 12.8 The terms under this clause 12 only govern the relationship between DataPost and you. Any dealings between you and Third Party Service Providers are not governed by these terms.

## 13 WARRANTIES AND ACKNOWLEDGEMENTS

- 13.1 By entering into this Agreement and/or your use of the Peppol AP Platform and the Services, you represent and warrant to and for the benefit of DataPost, that during the term of this Agreement, you:
- (a) are duly incorporated and validly existing under the laws of your country of incorporation;
  - (b) have the corporate power to own your assets and to carry on your business as it is now being conducted;

- (c) have the corporate power to enter into, perform your respective obligations under this Agreement;
- (d) have taken all necessary corporate action to authorise entry into this Agreement;
- (e) confirm that your entry into, exercise of your rights and/or performance of or compliance with your obligations under this Agreement and the transactions contemplated hereby do not and will not violate or conflict any law, regulation authorisation, directive or order (whether or not having the force of law) of which you are subject to, your constitutive documents (where applicable), or any agreement or arrangement to which you are a party or which is binding on you or your assets;
- (f) confirm that you have obtained from all necessary approvals, consents and waivers where necessary or any such matters as may be required to carry out your obligations under this Agreement and the transactions contemplated under this Agreement or as may be required by applicable laws;
- (g) confirm that the obligations herein are valid, binding and enforceable to you; and
- (h) are aware that the Peppol AP Platform and the Website can be accessed from countries around the world and may contain references to services and content which are not available in your country, and you are residing in a jurisdiction where it is not prohibited by law to offer or use the Services. It is your responsibility to ensure that you are legally allowed to use the Services where you are located.

13.2 You acknowledge that:

- (a) you are authorized to access the Peppol AP Platform, use the Services, and to access the Data that you input into the Peppol AP Platform through the use of the Services, including any Data input into the Peppol AP Platform by any person you have authorized to use the Service. You are also authorized to access the processed Data that is made available to you through your use of the Services (whether that Data is your own or that of anyone else);
- (b) DataPost has no responsibility to any person other than you and nothing in this Agreement confers, or purports to confer, a benefit on any person other than you. If you use the Services on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:
  - (i) you are responsible for ensuring that you have the right to do so;
  - (ii) you are responsible for authorizing any person who is given access to the Data, and you agree that DataPost has no obligation to provide any person access to such Data without your authorization and may refer any requests for information to you to address; and
  - (iii) the provision of, access to, and use of, the Services is on an "as is" basis and at your own risk.

13.3 DataPost does not warrant that the access to the Peppol AP Platform and the use of the Services will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Peppol AP Platform or the use of Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Peppol AP Platform or use of the Services. DataPost is not in any way responsible for any such interference or prevention of your access to the Peppol AP Platform or use of the Services.

13.4 DataPost is not your accountant and the access to the Peppol AP Portal and the use of the Services does not constitute the receipt of accounting advice. If you have any accounting questions, please contact a certified public accountant.

- 13.5 It is your sole responsibility to determine that the Services meet the needs of your business and are suitable for the purposes for which they are used.
- 13.6 You remain solely responsible for complying with all applicable accounting, tax and other laws. It is your responsibility to check that storage of and access to your Data via the Peppol AP Platform and the Website will comply with laws applicable to you (including any laws requiring you to retain records).
- 13.7 You warrant and represent that you are acquiring the right to access to the Peppol AP Platform and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services or this Agreement.

#### **14 NO WARRANTIES**

DataPost gives no warranty about the Peppol AP Platform and the Services. Without limiting the foregoing, DataPost does not warrant that the Peppol AP Platform and the Services will meet your requirements or that it will be suitable for any particular purpose. For the avoidance of doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

#### **15 LIMITATION OF LIABILITY**

- 15.1 The extent of the Parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause.
- 15.2 Subject to Clause 15.15.6, DataPost's total liability shall not exceed:
- (a) an amount equal to the aggregate Fees paid to Supplier in the 12-month period immediately preceding the first incident giving rise to the loss, or
  - (b) for incidents occurring in the first 12 months of this Agreement, an amount equal to the paid and projected Fees for that period.
- 15.3 Subject to Clause 15.6, DataPost shall not be liable for consequential, indirect or special losses.
- 15.4 Subject to Clause 15.6, DataPost shall not be liable for (or required to remedy) any of the following (whether direct or indirect):
- (a) loss of profit;
  - (b) loss or corruption of Data;
  - (c) loss of use;
  - (d) loss of production;
  - (e) loss of contract;
  - (f) loss of opportunity;
  - (g) loss of savings, discount or rebate (whether actual or anticipated);
  - (h) harm to reputation or loss of goodwill;
  - (i) damage resulting, directly or indirectly, from any use of, or reliance on, the Peppol AP Platform, the Services or Website; or

- (j) any problem arising from or caused by your use of the Services in a manner inconsistent with this Agreement.
- 15.5 We will not be liable for any loss or damage caused by a virus, distributed denial of service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Peppol AP Platform and the Services, or to your downloading of any contents or website linked to or relating to the Peppol AP Platform and the Services.
- 15.6 Notwithstanding any other provision of this Agreement, the liability of the Parties shall not be limited in any way in respect of the following:
- (a) death or personal injury caused by negligence;
  - (b) wilful misconduct or fraud or fraudulent misrepresentation; or
  - (c) any other losses which cannot be excluded or limited by applicable law.

## 16 TERMINATION

- 16.1 This Agreement shall continue for the initial period set out in **Schedule 1** (the "**Initial Term**"). At the end of the Initial Term, upon your payment of the Recurring Fee for the next billing period (if applicable), this Agreement shall be automatically renewed for a successive period of the same duration as the Initial Term.
- 16.2 Notwithstanding Clause 16.1, DataPost may terminate this Agreement by serving on you at least one month's advance written notice.
- 16.3 This Agreement shall be terminated automatically and without further notice if either the Peppol Authority or DataPost ceases its membership of OpenPeppol AISBL, or if the Peppol Authority is no longer recognised as such within the Peppol Network. Termination of membership shall service as notice of termination of this Agreement.
- 16.4 If you:
- (a) breach any of the terms under this Agreement and do not remedy the breach within fourteen (14) days after receiving notice of the breach if the breach is capable of being remedied;
  - (b) breach any of the terms of this Agreement and the breach is not capable of being remedied (which includes (without limitation) any breach of Clause 3 or any payment of Fees are not paid in full in accordance with the requirements set out in the Clause 5); or
  - (c) You or your business become insolvent or your business goes into liquidation or has a receiver or manager appointed of any of its assets or if you become insolvent, or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction,

DataPost may take any or all of the following actions, at its sole discretion:

- (a) notwithstanding the other terms of this Agreement, terminate this Agreement immediately and your access to the Peppol AP Platform and use of the Services;
  - (b) suspend immediately for any definite or indefinite period of time, as the case may be, your access to the Peppol AP Platform and use of the Services; or
  - (c) suspend or terminate access to all or any Data immediately.
- 16.5 For the avoidance of doubt, if payment of any Fees due in relation to you, any of your billing contacts or any of your organizations is not made in accordance with the requirements set out



in Clause 5, DataPost may immediately suspend or terminate your (and your organizations') access to the Peppol AP Platform, use of the Services, or right to access to all or any Data.

- 16.6 If this Agreement, your (and your organizations') access to the Peppol AP Platform, use of the Services, or right to access to all or any Data is terminated pursuant to Clause 16.4, DataPost will not be subject to any liabilities, and you shall not be entitled to any rights to make any claims against DataPost.
- 16.7 Termination of this Agreement is without prejudice to any rights and obligations of the Parties accrued up to and including the date of termination. Upon any expiration or termination of this Agreement for any reason:
- (a) all rights, licences, consents and authorisations granted by either Party to the other hereunder shall immediately terminate;
  - (b) you shall immediately cease all use of the Peppol AP Platform and the Services;
  - (c) you shall promptly within 5 Business Days (1) return to DataPost, or at DataPost's written request destroy all documents and tangible materials containing, reflecting, incorporating, or based on any Confidential Information, (2) permanently erase all Confidential Information from all systems you directly or indirectly control, and (3) certify to DataPost in a signed written instrument that you have complied with the requirements of this Clause;
  - (d) you shall remain liable for any accrued charges and amounts which become due for payment before or after termination and shall pay all such previously accrued but not yet paid charges and amounts on receipt of DataPost's invoice therefor.
- 16.8 Clauses 7, 8, 9, 14, 15, 16.7, 16.8 and 18 shall survive the expiry or termination of this Agreement.

## **17 MISCELLANEOUS**

### **17.1 Entire Agreement**

This Agreement, together with privacy policy, acceptable use policy, and cookies policy of DataPost and terms and conditions of the Website (accessible on the Website) as may be amended from time to time, constitutes the entire agreement between you and DataPost, and supersedes and extinguish all previous agreements, representations (whether oral or written) and understandings between you and DataPost, relating to the Peppol AP Platform and the Services.

### **17.2 No Waiver**

- (a) A failure or delay in exercising any right or remedy under this Agreement by DataPost shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy by DataPost, including but not limited to the right to charge the interests for the late payment of any Fees under Clause 5, shall not prevent the further exercise of that right or remedy by DataPost. A waiver of a breach of this Agreement by DataPost shall not constitute a waiver of any other breach.
- (b) No waiver shall be effective unless made in writing by DataPost.

### **17.3 Delays**

DataPost will not be liable for any delay or failure in performance of its obligations under this Agreement if the delay or failure is due to any cause outside its reasonable control.

### **17.4 No Assignment**

DataPost may assign or transfer any of DataPost's rights under this Agreement to any person. You shall not assign or transfer your rights and obligations under this Agreement without the prior written consent of DataPost.

#### 17.5 Personal Data Protection Act 2012

You and DataPost both undertake to comply with the Personal Data Protection Act 2012 of Singapore (the "**PDPA**") in respect of all "personal data" (as defined in the PDPA), including but not limited to any personal data contained in the Confidential Information and/or the Data.

#### 17.6 Third Party Rights

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term of this Agreement.

#### 17.7 Invalidation

- (a) The provisions of this Agreement shall be severable and the illegality, invalidity or unenforceability of any provision of this Agreement under any law of any jurisdiction shall not affect or impair the legality, validity or enforceability of any other provision hereof, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction.
- (b) If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law of any jurisdiction:
  - (i) that provision shall if possible apply in that jurisdiction with whatever modification or deletion is necessary so as best to give effect to the intention of the parties as recorded in this Agreement; or
  - (ii) the Parties shall negotiate in good faith to agree any revision necessary to make the provision legal, valid and enforceable so as best to give effect to the intention of the Parties as recorded in this Agreement.

#### 17.8 Notices

Any notice given under this Agreement by either Party to the other must be in writing by e-mail and will be deemed to have been given on transmission. Notices to DataPost must be sent to [elinvoice@datapost.com.sg](mailto:elinvoice@datapost.com.sg) or to any other e-mail address notified by e-mail to you by DataPost. Notices to you will be sent to the e-mail address which you provided when you register with the Peppol AP Platform.

#### 17.9 Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

### **18 GOVERNING LAW AND JURISDICTION**

18.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore, without regard to the principles of conflicts of law of any jurisdiction.

18.2 You and DataPost irrevocably agree that the Singapore courts shall have non-exclusive jurisdiction in relation to any claim, dispute or difference arising from or relating to this Agreement or any matter arising therefrom and both you and DataPost irrevocably waives any right that it may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

**IN WITNESS WHEREOF** the authorised signatories of the Parties have hereunto set their respective hands the day and year first above written.

**DATAPOST**

**SIGNED** by

Duly authorised

For and on behalf of

**DATAPOST PTE LTD**



in the presence of:

---

Witness' signature

Name:

Address:

**SUBSCRIBER**

**SIGNED** by

Duly authorised

For and on behalf of



in the presence of:

---

Witness' signature

Name:

Address:

## **SCHEDULE 1 SERVICES**

### **1 PERIOD OF CONTRACT**

The Initial Term shall be the [ Start Date/Month ]

### **2 SCOPE OF SERVICES**

The services offered by DataPost will be in compliance with the Peppol Interoperability Framework, including specific requirements defined by the Peppol Authority, national law and any requirements applicable within the Jurisdiction in which any part of the Agreement is performed.

### **3 IMPLEMENTATION SERVICES**

**DataPost shall provide you with the following Implementation Services by way of implementation and set-up in preparation for provision of the Managed Services as follows and in accordance with the terms of this Agreement:**

For the provision of the e-Invoicing Services through a set of web pages located under the domain operated by DataPost in relation to the Peppol AP Platform, and at the website address of datapost.com.sg (as amended by DataPost from time to time) ("**Website**"), DataPost shall provide you with the relevant user accounts to the Website within three Business Days of the date of this Agreement.

### **4 MANAGED SERVICES**

4.1 Subject to paragraph 4.2 below, DataPost shall provide you with the following Managed Services as follows and in accordance with the terms of this Agreement:

For the provision of the e-Invoicing Services through the Website, DataPost shall make available to you access to the Website through the relevant user accounts of the Subscriber at all times from commencement of access pursuant to paragraph 3 above until the termination of this Agreement.

4.2 While DataPost intends that the Services should be available 24 hours a day, seven days a week subject to the terms of the SPA, it is possible that on occasions the Services, Website, API or SFTP may be unavailable to permit maintenance or other development activity to take place. If for any reason DataPost has to interrupt the Services for longer periods than DataPost would normally expect, DataPost will use reasonable endeavours to publish in advance details of such activity on the Website.

### **5 SUPPORT AND MAINTENANCE SERVICES**

5.1 In the case of technical problems, you must make all reasonable efforts to investigate and diagnose problems before contacting DataPost.

5.2 DataPost shall provide the following Support and Maintenance Services in respect of any system failures, security incidents or other emergency situations in its provision of the Managed Services to you as follows and in accordance with the terms of this Agreement:

- (a) Support provided: Online on the Website, by email at [eInvoice@datapost.com.sg](mailto:eInvoice@datapost.com.sg), or by telephone at +65 67752555. Support shall be provided in English language by default. Where required, DataPost will also provide notifications of service messages.

- (b) Support hours: 9.00am to 6.00pm (Singapore Time) on Monday to Friday on Business Days. DataPost shall respond to all incidents reported within one Business Day.
- (c) Support duration: From the commencement of the Services until the termination of this Agreement.

5.3 The Support and Maintenance Services provided by DataPost under this Agreement do not include services made necessary as a result of the misuse of software or alteration or modification of equipment other than in accordance with DataPost's instructions.

**SCHEDULE 2  
FEES**

| Fees<br>Subscription Type | Implementation Fees | Recurring Fees   | Transaction Fees |
|---------------------------|---------------------|--|------------------|
| <b>Website</b>            | Not applicable.     | Recurring Fees shall be waived for the period of one calendar year from the date of this Agreement. Thereafter, the Recurring Fee shall be S\$5.00 per calendar month. | Not applicable.  |