

## PURCHASE ORDER

### GENERAL TERMS AND CONDITIONS

This Purchase Order General Terms and Conditions ("**PO GTC**") shall govern and form an integral part of the PO (as defined below) (PO and PO GTC collectively known as "**Agreement**") between the entity identified as ADA in the applicable PO ("**ADA**") and the person or entity identified as the Supplier in the PO ("**Supplier**").

The PO shall become a binding contract subject to these PO GTC and shall be deemed to be accepted by the Supplier during the Term as specified in the PO: (i) by acknowledgement of the PO; or (ii) by the Supplier's commencement of delivery or provision of the Goods and Services (including planning) or shipment of the Goods and Services; or (iii) by other conduct(s) by the Supplier or any of its representatives reasonably demonstrating their acceptance of the PO, whichever occurs first.

#### **1. DEFINITIONS**

1.1 Capitalized words used in this PO GTC shall have the meanings ascribed below:

"**ADA Information**" means all information, reports or data such as diagrams, plans, statistics, drawings and supporting records or materials (whether in writing, orally, or by any electronic or other means), which has come into the possession of the Supplier which relate to ADA, member(s) of ADA's Affiliate, its customers (including its customers' customers) or suppliers and shall include but is not limited to data on the network, formulae, photographs, drawings, specifications, software programs, samples and any technical, business plans, financial or commercial information relating to ADA or member(s) of ADA's Affiliate; or any information relating to its business, operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, market strategy and opportunities, customer and supplier details and business affairs and any other material bearing or incorporating any information and documentation relating to ADA or member(s) of ADA's Affiliate; and any Personal Data which ADA or ADA's Affiliate controls the Processing of or which comes into the knowledge, possession or control of the Supplier pursuant to the PO.

"**ADA Data**" includes, but is not limited to, the data, text, drawings, diagrams, plans, statistics or images (together with any database made up of any of these) which are embodied in any electronic, magnetic, electromagnetic, optical, tangible or other media which are supplied to the Supplier by or on behalf of ADA or any other member(s) of ADA's Affiliate; or which the Supplier accesses, processes, stores, transmits or replicates using or on ADA's systems or equipment pursuant to the PO; or which the Supplier has custody or control of for purposes connected to the PO, including any Personal Data which ADA or any other member(s) of ADA's Affiliate controls the processing of or which comes into the knowledge, possession or control of the Supplier pursuant to the PO.

"**ADA Group**" means ADA and its Affiliates and associated companies.

"**ADA Systems**" means the hardware (including computer hardware), software and telecommunications or information technology equipment, systems and networks used or owned by ADA or any other member(s) of ADA's Affiliate or licensed to ADA or any other member(s) of ADA's Affiliate by a third party.

"**Affiliate**" means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.

"**Applicable Laws**" means with respect to any person or thing, any supranational, national, state, provincial, municipal or local law, common law, regulation, directive, guideline, constitution, act of parliament, ordinance, treaty, convention, by-law, circular, guidance, notice, codes, rule (including the rules of any applicable stock exchange), order, injunction, judgment, decree, arbitral award, ruling, finding or other similar requirement enacted, adopted, promulgated or applied by an Authority, including any amendments, re-enactment or replacement of it, that has the force of law with respect to such person or thing in any relevant jurisdiction.

"**Authority**" includes any supranational, national, state, municipal or local government, governmental, semi-governmental, inter-governmental, regulatory, judicial or quasi-judicial body, agency, department, entity or authority, stock exchange or self-regulatory organisation established under statute and shall include persons exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

**“Business Day”** means means any day of the week (excluding weekends and public holidays) on which commercial banks are open for business in the territory where ADA corporate entity domiciles in.

**“Best Industry Practice”** means, in relation to any undertaking and any circumstances, the exercise of the degree of skill, care, diligence, prudence, foresight and judgement which could reasonably be expected from highly skilled, experienced persons, entities and world leading suppliers and contractors engaged in comparable types of undertaking under similar circumstances, applying equivalent or better standards currently applied in the industry relevant to the Goods and Services being provided or delivered and any other products, works and services that may become available to ensure, without limitation, the objectives and obligations identified in this Agreement are achieved and performed that include best practices and value in respect of price, performance and time to market;

**“Confidential Information”** means all information, reports or data such as diagrams, plans, statistics, drawings and supporting records or materials (whether in writing, orally, or by any electronic or other means), which has come into the possession of the Supplier before, on or after the Term which relate to member(s) of ADA Group, its customers (including its customers’ customers) or suppliers and shall include but is not limited to:

- (a) data on the network, formulae, photographs, drawings, specifications, software programs, samples and any technical, business plans, financial or commercial information relating to member(s) of ADA Group; or
- (b) any information relating to its business, operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, market strategy and opportunities, customer and supplier details and business affairs and any other material bearing or incorporating any information and documentation relating to member(s) of ADA Group; and
- (c) any Personal Data which ADA or any other member(s) of ADA Group controls the Processing of or which comes into the knowledge, possession or control of the Supplier pursuant to this Agreement.

**“Data Protection Law ”** means all Applicable Laws, policies and regulations relating to the collecting and processing of personal data and privacy in effect from time to time.

**“Data Subject”** means an individual who is the subject of the Personal Data.

**“Deliverable” or “Deliverables”**: all work products (including data and in any media) developed and/or supplied by Supplier (or Supplier’s approved subcontractor) for ADA as part of the delivery of Goods, Services, including Intellectual Property Rights in connection with the PO. Deliverable(s) are “work made for hire” as that term is defined under copyright law.

**“Fees”** means the amount ADA is required to pay under the relevant PO to the Supplier, which may include but shall not be limited to, any applicable taxes.

**“Goods and Services”** means tangible and intangible goods and services, including but not limited to content, creatives, software, services, tools, peripherals, spare parts, Licensed Data, and any related software and documentation specified in the PO.

**“Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, moral rights, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“Malware”** means anything, software or device which may impair or otherwise adversely affect the operation of any computer or system, prevent or hinder access to any program or data (whether by rearranging within the computer or any storage medium or device, altering or erasing, the program or data in whole or in part, or otherwise), gain unauthorised access to any program, equipment, system or data or collect data or surveillance without authorisation, including worms, trojan horses, computer viruses, ransomware, spyware or similar things.

**“Parties”** means collectively ADA and the Supplier, whereas the term **“Party”** shall mean any of them.

**"Personnel"** means all employees, agents, suppliers, contractors and other representatives of such Party (or its subcontractors) who are involved, or proposed to be involved, in the provision of Goods and Services.

**"Personal Data"** means personal data, personal information or data relating to individuals.

**"Process" or "Processing"** means collecting, recording, holding or storing Personal Data or carrying out any operation or set of operations on Personal Data, including (a) the organization, adaptation or alteration of Personal Data; (b) the retrieval, consultation or use of Personal Data; (c) the disclosure of Personal Data by transmission, transfer, dissemination or otherwise making available; or (d) the alignment, combination, correction, erasure or destruction of Personal Data.

**"Purchase Order" or "PO"** means a mutually agreed Purchaser Order incorporating this PO GTC.

**"Sanction(s)"** refers to the measures imposed by Authority to restrict trade, financial transactions, or other economic activities with a specific country, entity, or individual. Types of sanctions may include financial sanctions, trade sanctions, embargo and diplomatic sanctions.

**"Sanctions Laws"** means Applicable Laws relating to Sanctions, which may include the following Sanctions lists:

- (a) the United Nations Security Council (UNSC) Sanctions Lists, or its equivalent;
- (b) the consolidated list of persons, groups and entities subject to EU financial sanctions, or its equivalent;
- (c) the Specially Designated Nationals and Blocked Persons List (SDN) issued by the U.S. Department of the Treasury's OFAC, or its equivalent;
- (d) the financial sanctions list issued by the Office of Financial Sanctions Implementation, HM Treasury, or its equivalent;
- (e) the sanctions list(s) issued by the Financial Action Task Force (FATF), or its equivalent;
- (f) the sanction list(s) issued by the Ministry of Investment, Trade and Industry of Malaysia pursuant to the Strategic Trade Act of 2010, or its equivalent;
- (g) the restriction list(s) issued by the Central Bank of Malaysia, or its equivalent;
- (h) the list(s) of restricted persons issued by the Ministry of Home Affairs of Malaysia, or its equivalent; and the sanctions list(s) issued by the relevant Authority.

**"Sanctions Requisite Approval for Payment"** means the prior written approval for payment given and approved by the Authority in accordance with the Sanctions Laws, or its equivalent;

**"Sub-Processor"** means any party appointed by, or on behalf of, the Supplier to Process Personal Data in connection with the PO.

**"Term"** means the Term of the Purchase Order specified in the PO.

**"Timelines"** means the implementation plan for the delivery of the Goods and Services to ADA as set out in the PO.

## **2.0 DELIVERY, TRANSPORTATION AND SHIPPING**

2.1 **Delivery, Transportation, Shipping.** The Supplier shall: (a) ensure the Goods and Services are suitably packed to avoid damage in transit or in storage, marked, transmitted, delivered or shipped in accordance with ADA's requirements and all applicable laws or regulations; and (b) not charge for any costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in the PO. The Supplier shall include the delivery order, bills of lading or other shipping receipts with the correct classification and identification of the Goods and Services, which shall be delivered or shipped in accordance with the requirements as set out by ADA and the relevant authorities. The identification markings on each package of the Goods and Services including the packing slips, delivery order, bills of lading and invoices must be sufficiently clear to enable ADA to identify the Goods and Services.

2.2 Notwithstanding Clause 2.1, ADA may reject the Goods and Services, if they are defective and not in accordance with ADA's requirement under the PO or are reasonably believed to be counterfeit and such rejected Goods and Services shall be removed by the Supplier at the instruction of ADA.

- 2.3 **Delivery.** Deliveries will be made in the manner, on the dates, and at the time specified in the PO or in accordance with any subsequent written instructions by ADA. Time is of the essence for all deliveries. ADA will not be required to pay for or accept any Goods and Services that do not meet, fulfil or comply with, the requirements of the PO and the PO GTC. In the event the Supplier is unable to comply with the delivery date as specified in the PO, the Supplier shall notify ADA not less than 2 Business Days before such delivery date, and ADA may purchase replacements elsewhere, and the Supplier shall be liable for the actual costs incurred by ADA.
- 2.4 **Title and Risk.** Title to the Goods and Services shall pass to ADA upon full payment of the PO value. The risk of damage, or loss of, the Goods and Services shall remain with the Supplier until the Goods and Services have been inspected and accepted by ADA in writing.
- 2.5 **Quality.** The Goods and Services shall be valid, functional, marketable, and free from any faults and defects, failing which ADA may elect to either reject any such Goods and Services without any liability whatsoever to the Supplier, or, to require the Supplier to replace, repair or make good any faults, defects or non-conformance with stated specifications and requirements, at its own cost and expense.

### 3. GENERAL GOODS AND SERVICE REQUIREMENTS

3.1 The Supplier shall:

- a) perform the Services in accordance with the PO, including any specifications as may be required by ADA.
- b) The Supplier must, in accordance with PO:
  - i. deliver the Goods and Services to ADA in compliance with ADA's specifications and requirements and shall ensure the services is successfully installed, completed, integrated and well operate as stated in the PO. In the absence of such specifications and in all cases other than the supply of services, the Goods and Services shall meet the manufacturers' prevailing published specifications;
  - ii. perform all the and any other relevant tasks set out in the PO; and
  - iii. perform any other activities or tasks reasonably incidental to or directly connected with the obligations of the Supplier under the PO which are not expressly stated.
- c) Without limiting any other obligation imposed on the Supplier under the PO, the Supplier must:
  - i. supply the Goods and Services and perform its other obligations under the PO, in a timely, diligent and competent manner, and with all due skill and care;
  - ii. supply and deliver the Goods and Services under the PO;
  - iii. provide, manage and maintain sufficient resources, including human resources, systems, equipment and facilities, to enable it to fulfil its obligations under the PO;
  - iv. not adversely interfere with ADA's business;
  - v. comply with all reasonable directions given by ADA from time to time in connection with the Goods and Services;
  - vi. provide such other services as are necessary for, or reasonably incidental or collateral to, the performance of its obligations under the PO.

3.2 The Supplier in the course of providing Goods and Services to ADA shall ensure its Personnel are:

- i. highly qualified, certified, efficient, competent and experienced professionals capable of carrying the roles, duties and responsibilities of the Supplier for the purpose of executing the PO;
- ii. the Personnel shall devote all the time and attention to the performance of their work in relation to the providing the PO during the Term;
- iii. the Personnel shall exercise all care, skill and diligence in the performance of carrying out their obligations under the PO according to Best Industry Practice;

- 3.3 Notwithstanding the aforementioned and anything stated to the contrary herein, the Supplier shall be fully responsible for the acts, omissions, defaults and neglect of the Personnel regardless of whether the Supplier has knowledge of the same.
- 3.4 Where ADA requires the Supplier to replace the services of any of the Personnel for any reasons whatsoever, ADA shall notify the Supplier accordingly in writing and the Supplier shall replace such Personnel of equivalent or requisite or higher skill, qualification, capability and experience. Any replacement of Personnel as may be requested by ADA shall be at the cost and expense of the Supplier and the Supplier shall ensure the replacement process would not disrupt or cause delays.
- 3.5 If for any reasons beyond the reasonable control of the Supplier, it becomes necessary to substitute any of the Personnel or if the Supplier determines in its reasonable judgement that it is appropriate to change or substitute any of the Personnel, the Supplier shall notify and consult ADA on a suitable replacement and provide a Personnel of equivalent, requisite or higher skill, qualifications, capability and experience reasonably acceptable to ADA and any cost incurred thereby in such replacement shall be borne by the Supplier.
- 3.6 The Supplier shall ensure that the Personnel shall be bound by and comply with the confidentiality obligations as stated herein.

#### 4. REPRESENTATIONS AND WARRANTIES

- 4.1 **Mutual Representations and Warranties.** Each Party represents and warrants that: (a) it is duly organized, validly existing, and in good standing in the jurisdiction it is formed; (b) its execution and delivery of this Agreement has been duly and validly authorized and this Agreement constitutes a valid, binding, and enforceable obligation upon its execution; and (c) it shall comply with all applicable laws in performing this Agreement.
- 4.2 Supplier further represents and warrants that in respect of any Goods and Services:
- (a) it has the right and authority to permit the use, reproduction, distribution, and transmission of the Goods and Services;
  - (b) it has the right and authority to confer the rights and titles over the Goods and Services to ADA as outlined in the PO;
  - (c) the Goods and Services supplied by the Supplier are, at all times during the Term of, and as specified in, the PO:
    - i. is factually accurate;
    - ii. does not contain any illegal, fraudulent or deceptive materials;
    - iii. does not contain spyware, virus, malicious code or peer to peer applications;
    - iv. does not violate any laws, codes governing standards of practice, or industry best practices;
    - v. are new, unused, not secondhand and do not contain any used or reconditioned materials, unless ADA has agreed otherwise in writing;
    - vi. has been disclosed to ADA in writing on the existence of any third party code including without limitation open source code, that is included in or is provided in connection with the Goods and Services and the Supplier is in compliance with all the licensing applicable to such third party code;
    - vii. shall not cause any loss or corruption of any ADA Data in any way including due to Supplier negligence and wilful misconduct and provided in such a manner so as not to detrimentally affect the operation or capacity of ADA Systems or any of ADA's networks or information technology or business systems;
    - viii. does not infringe any third party Intellectual Property Rights;
    - ix. are genuine, merchandisable, valid, functional, marketable and redeemable ;
    - x. shall not be expired and shall have a reasonable remaining shelf life, with an expiry date sufficiently distant from the delivery date to allow for their proper use in the ordinary course of business; and
    - xi. does not infringe confidentiality obligations owed to any third party; and
  - xii. it has duly obtained and shall ensure that it shall obtain all necessary consents, licences, Intellectual Property Rights and authorisations to undertake in delivering the Goods and Services.

- 4.3 Unless specified in the PO, The Supplier further warrants the warranty period shall be at least twelve (12) months immediately following the written acceptance of the Goods and Services by ADA. If any defect occurs during the warranty period, the Supplier shall forthwith, at its own cost and expense repair or replace the Goods and Services, failing which, ADA may repair, or replace it and the Supplier shall reimburse ADA for all costs and expenses incurred relating thereto. During the warranty period, ADA will not be required to pay for the proportion of work other than those specified under this Agreement
- 4.4 **Breach of Warranty.** Without prejudice to any other remedies available to ADA, if a breach of any of the Warranties occurs, then, the Supplier must at its own risk and cost, undertake its obligations in relation to the Goods and Services including to perform the support services and promptly repair, replace, upgrade or improve the Deliverables so that it complies with the Warranties under the PO.

## 5. ACCEPTANCE

- 5.1 The Supplier shall ensure that its Personnel will undertake and complete the Deliverables in accordance with the Timelines. The Supplier shall notify ADA in writing upon completion of all Deliverables. If the Deliverables are in accordance with the provisions of this Agreement, ADA shall then accept the Deliverables by way of issuance of a formal, written acceptance by an authorised representative of ADA ("**Final Sign-off**").
- 5.2 Prior to the issuance of the Final Sign-Off, ADA will notify the Supplier of any non-conformance of the Deliverables, specifying any requirement of the non-conformance and the Supplier shall assess the non-conformance and take corrective steps to rectify the same to complete the Deliverables upon notification of such non-conformance by ADA. Such corrective steps taken by the Supplier for rectification to conform to ADA's requirements shall be at no additional cost to ADA.
- 5.3 In the event the Supplier fails to rectify the non-conformance within 90 days after being notified by ADA, ADA shall have the right to terminate the PO.

## 6. VARIATIONS

- 6.1 ADA may at any time during the term of the PO, require the Supplier to revise the dates and time specified in the implementation plan for the delivery, including the date for acceptance of the Goods and Services, or to undertake any reasonable alteration or addition to or omission from the Goods and Services ("**Variation**").
- 6.2 In such a case, the Supplier shall analyse the impact on the Timelines, costs and whether changes would be required to be made to the Goods and Services.
- 6.3 Any such changes referred to in Clause 6.2 shall require the mutual written agreement of the Parties.
- 6.4 If the effect of the Variation is that the Supplier shall still be able to deliver the Goods and Services within the Timelines, the Supplier shall not be entitled to any upward variation to the Fees and the Timelines as stated in the PO.

## 7. BILLING

- 7.1 **Fees.** In consideration of the Supplier providing, undertaking and completing the delivery of the Goods and Services in accordance with this Agreement, ADA shall pay the Supplier the amount stated in the PO.
- 7.2 **Billing and Payment.** Unless otherwise stated on the PO, invoicing shall be one hundred percent (100%) of the PO value upon written acceptance of the Goods and Services by ADA. Unless otherwise stated in the PO, the payment term is 45 days upon receipt of a valid and correct invoice together with all the relevant supporting documents. All payments under the PO are without prejudice to ADA's claims, rights, or remedies. Invoices issued by the Consultant shall not contain any terms which would add additional terms or would amend, alter, revise or vary the terms as contained in this Agreement. In the event the invoices contain any such term, the Parties agree that such terms shall not apply to this Agreement.

- 7.3 **Dispute.** ADA may raise a query over or dispute the accuracy of the documents submitted by the Supplier by providing relevant details and reason for raising the query or dispute to the Supplier within 14 days from the receipt of such documents.
- 7.4 **Suspension of Payment.** ADA shall have the right to withhold any part of the payments if ADA is not satisfied with the performance of the Supplier or if there is a suspicious activity by the Supplier and the Supplier fails to rectify and make good any issues raised by ADA in relation to the Deliverables to the reasonable satisfaction of ADA
- 7.5 **Taxes.** Unless otherwise stated in the PO, the price includes all applicable taxes, duties and charges. Supplier shall separately invoice ADA for any sales or similar turnover taxes or charges that the Supplier is required by law to collect from ADA. Invoices shall be in the appropriate format required by local law to permit the deduction of payments for income tax purposes by ADA.
- 7.6 Where Goods and Services Tax ("**GST**"), Value Added Tax ("**VAT**"), Sales and Service Tax ("**SST**") or tax of similar nature is applicable on any Goods and Services supplied under the PO, ADA shall pay for the GST, VAT, SST, or tax of similar nature under each invoice provided that the Supplier has complied with the following: (a) the Supplier is duly licensed with the relevant authorities to collect GST or tax of similar nature; (b) GST or tax of similar nature for each invoice is included under the relevant invoice at the time of the issuance of the invoice; and (c) all invoices provided by the Supplier to ADA complies with the relevant laws relating to GST or tax of similar nature enforced by the authorities.
- 7.7 The Supplier shall be responsible for complying with all applicable tax laws and regulations including but not limited to the filing of any statutory tax returns. The Supplier agrees to keep ADA harmless against any claims or penalties that may be imposed on ADA by reason of the failure of the Supplier to comply with its obligations under applicable tax laws.
- 7.8 **Withholding Tax.** If ADA is required by law to make any deduction or withholding of any sum otherwise payable to Supplier under the PO, ADA is entitled to deduct or withhold such amount and effect payment thereof to the relevant tax authority. ADA will upon request from the Supplier, provide the Supplier with official tax receipts or other evidence issued by the applicable tax authorities sufficient to establish that any taxes which are withheld have been paid by ADA. If the Supplier is entitled to a preferential tax rate through tax residency under the relevant treaty or convention, the Supplier may furnish to ADA the evidence by way of letter or certificate issued by the relevant tax authority confirming the tax residence status of the Supplier. Upon receipt of the evidence, ADA shall implement the appropriate preferential tax rate.
- 7.9 **Set off.** ADA may deduct from monies otherwise due to Supplier, any amount due from Supplier to ADA in connection with this Agreement.
- 7.10 **Late Billing.** ADA is not liable to pay Supplier, and Supplier must not invoice ADA for any amount in respect of any Goods and Services provided under this Agreement, where the invoice for such Goods and Services is received by ADA more than three (3) months after the last date on which such amount should have been invoiced in accordance with Clause 7.

## 8. TERM AND TERMINATION

- 8.1 This Agreement shall be effective during the Term unless terminated in accordance with this Agreement.
- 8.2 Notwithstanding any provision to the contrary in this Agreement, either Party may, without prejudice to any of its other rights and remedies, terminate this Agreement by serving written notice on the other Party if:
- i. the other Party commits a material breach of any of its obligations under this Agreement and such Party fails to remedy such breach (if capable of remedy) within two (2) weeks after being given the notice to do so;
  - ii. any of the representations and/or warranties made by the other Party is untrue, incorrect or misleading;
  - iii. the other Party shall go into liquidation whether compulsory or voluntary (otherwise than for the purposes of restructuring or amalgamation which shall have been approved in advance) or

if a petition shall be presented or an order made for the appointment of an administrator in relation to the other Party or if a receiver, administrative receiver, judicial manager or manager shall be appointed over any part of the assets or undertaking of the other Party and such appointment is not revoked within thirty (30) days from the date of such appointment; or

- iv. it becomes illegal or unlawful for either Party to perform any of its duties and obligations under this Agreement.
- v. ADA receives a notice from the Vendor pursuant to Clause 17 or ADA has reasonable belief that this may occur; or
- vi. the Declaration is found by ADA to be false, incomplete or misleading;
- vii. ADA has reasonable grounds to believe that the Vendor, or any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents, or subcontractors, is or has become a Sanctioned Person, or is owned, controlled by, or acting on behalf of a Sanctioned Person;
- viii. ADA has reasonable grounds to believe that the Vendor, or any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents, or subcontractors has violated or potentially violated the Sanctions Laws; or
- ix. ADA has reasonable grounds to believe that the Vendor, or any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents, or subcontractors has entered into any contract, transaction, agreement, arrangement or otherwise engaged in any commercial activity that could violate the Sanctions Laws or reasonably be expected to result in it being designated as a Sanctioned Person.

8.3 Without affecting any other right or remedy available to it, ADA may terminate or suspend any portion of this Agreement with immediate effect by written notice to the Supplier if the Supplier's representations and warranties under Clause 4 were found to be untrue or inaccurate.

8.4 ADA may terminate this Agreement in its entirety at any time without cause or liability, by providing the Supplier with fourteen (14) days' prior written notice.

8.5 Upon termination :

- i. other than the provisions expressly provided in this Agreement to survive termination or which, by their nature, are intended to survive termination, this Agreement shall terminate and cease to have any further force or effect;
- ii. the Supplier shall immediately invoice to ADA all outstanding unpaid invoices in respect of any portion of the Goods and Services supplied but for which no invoice has been submitted;
- iii. the Supplier shall permanently destroy, or return to ADA and other relevant member(s) of ADA Group, all Confidential Information or deal with the same in the manner instructed by ADA and other relevant member(s) of ADA Group, within the earlier of the time period required under law (if any) and fourteen (14) days after the termination or expiry of this Agreement.
- iv. no Party shall in any way exhibit any links or display any information that would lead any person to believe that ADA or other members of ADA Group and the Supplier are linked or related in any manner;
- v. the Supplier hereby irrevocably assigns, transfers and conveys to ADA the Intellectual Property Rights in the Deliverables and parts thereof delivered to ADA as at the date of termination of this Agreement, upon payment by ADA of the amounts it is liable to pay as referred to in this Clause 8.3;
- vi. except as expressly set out in Clause 9, the Intellectual Property Rights owned by a particular Party shall not at any time thereafter be used by the other Party for any purpose whatsoever;
- vii. ADA shall only be liable to pay the Supplier in accordance with Clause 8.3;
- viii. ADA shall not be liable to the Supplier by virtue of early termination of this Agreement, including but not limited to any claim for loss of profits and revenue or prospective profits.

8.6 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

8.7 All terms of this Agreement which, by their nature, are intended to survive termination of this Agreement will survive termination, including but not limited to all payment obligations, use

restrictions, confidentiality obligations, data security and protection, indemnification obligations, and limitations of liability.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 The Supplier acknowledges and agrees that all rights, title and interest in and to all Intellectual Property Rights vested in ADA are and shall remain with ADA. The ADA name, all ADA logos, and the product names associated with the Goods and Services are trademarks of ADA, its licensors, or third parties, and nothing contained in this Agreement shall be construed as conferring any rights to the Supplier therein. The Supplier shall not remove any ADA trademark or logo from the Goods and Services, if applicable.
- 9.2 Each party will own and retain all rights to its pre-existing IP and any IP developed independently of the Goods and Services, Deliverables under the PO, including any of such party's IP rights therein.
- 9.3 ADA will own all Deliverables, including all Intellectual Property Rights, all media, data in any format, hardware, and other tangible materials created by Supplier while delivering the Services. Any Supplier work which is a written or customized product, data or report related to, or to be used in, a Deliverable is regarded as Intellectual Property Rights.
- 9.4 If Deliverables do not qualify as a work made for hire, the Supplier agrees assigns to ADA all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights. The Supplier waives all moral rights in Deliverables.
- 9.5 If the Supplier uses any the Supplier or third-party intellectual property in any Goods and Services, Supplier will continue to own Supplier's intellectual property rights.
- 9.6 The Supplier will grant ADA a worldwide, nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up right and license, under all current and future Intellectual Property Rights, to use Supplier's and third-party intellectual property consistent with ADA ownership interests under this Clause 9.
- 9.7 The Supplier grants to ADA and its affiliated companies (including their employees, contractors, consultants, outsourced workers, and interns engaged by ADA or any of its affiliated companies to perform services) a worldwide, irrevocable, nonexclusive, perpetual, paid-up and royalty free license for any Goods and Services that include software, data or other intellectual property not subject to a mutually executed separate license (including installed applications). The license allows ADA to use such software, data and intellectual property in connection with Goods and Services. ADA may transfer this license to ADA affiliated company, or a successor owner by sale or lease.
- 9.8 The Supplier assigns and passes through to ADA all of the third-party manufacturers' and licensors' warranties and indemnities for the Goods and Services
- 9.9 The licenses in Clauses 9 are perpetual and shall survive the expiry or termination of this Agreement.
- 9.10 The Supplier shall indemnify and hold ADA harmless against any and all third party claims, actions and demands that the use of the rights granted by the Supplier herein infringes any rights of such third party and shall indemnify ADA against any damages and expenses (including reasonable legal costs and expenses) which may be awarded or agreed to be paid to any such third party in respect of any such claim or action against ADA.
- 9.11 All rights not expressly granted in this Agreement are reserved by ADA.

## **10. INDEMNIFICATION AND LIMITS OF LIABILITY**

- 10.1 The Supplier will defend, hold harmless, settle, pay damages and indemnify ADA, its directors, officers, employees and its customers, and their respective successors and assigns, with regards to any and all claims, actions, liabilities, losses, expenses, damages and costs (including without limitation, reasonable attorney's fees) that may at any time be incurred by ADA and its Affiliates by reason of any claims, suits or proceedings made by a third party for libel, defamation, violation of right of privacy or publicity, breach of contract, copyright infringement, trademark infringement or other infringement of any third party right, fraud, breach of any terms in the Agreement,

misrepresentation, product liability or violation of any law, statute, ordinance, rule or regulation including any breach of confidential information, data protection, non-solicitation and anti-bribery.

- 10.2 The Supplier shall further indemnify ADA for any other unlawful conduct engaged or non-compliance with any applicable laws and regulations by the Supplier in relation to the performance of its obligations under this Agreement; and/or any fines, penalties or compensation imposed by any governmental authority on ADA, in respect of ADA's purchase of the Goods and Services, where such fines, penalties or compensation were incurred by ADA as a result of ADA's reliance on the Supplier's representations, warranties and undertakings.
- 10.3 In the course of defending, settling or paying damages on behalf of ADA, the Supplier shall not make any admission of fault or liability on behalf of ADA or its Affiliates without ADA's prior written consent.
- 10.4 NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT, EQUITY, STATUTE, OR UNDER ANY OTHER CAUSE, FOR ANY LOSS, DAMAGE, COST OR EXPENSES OF ANY NATURE WHATSOEVER, INCURRED OR SUFFERED BY THE CLAIMING PARTY, IF THE LOSS, DAMAGE, COST OR EXPENSE (I) IS INDIRECT, CONSEQUENTIAL, OR CONSTITUTES OTHER SPECIAL DAMAGES; OR (II) IN TERMS OF TURNOVER, PROFIT (INCLUDING POTENTIAL TURNOVER OR PROFIT), BUSINESS OR GOODWILL, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH A RELEVANT BREACH, AND EVEN IF ARISING AS A DIRECT AND NATURAL RESULT OF THE RELEVANT BREACH.
- 10.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED HEREIN, ADA'S MAXIMUM LIABILITY TO THE SUPPLIER, IN ANY EVENT, SHALL NOT EXCEED THE AGGREGATE CHARGES OR PAYMENTS PAID BY ADA UNDER THIS AGREEMENT FOR THE SIX (6) MONTHS PERIOD PRECEDING THE DATE THE FIRST LIABILITY AROSE.
- 10.6 THE PROVISIONS OF THIS SECTION 10 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF ADA TO THE SUPPLIER, AND IS THE SUPPLIER'S SOLE REMEDY, WITH RESPECT TO CLAIMS COVERED UNDER THIS AGREEMENT.
- 10.7 Each Party's indemnification obligations are conditioned on the indemnified Party providing the indemnifying Party with: (a) prompt written notice of any matter that is subject to indemnification hereunder; (b) the right to assume the exclusive defence and control of any such matter (provided that the indemnified party may participate in the defence at its own expense); and (c) cooperation with any reasonable requests assisting the indemnifying Party's defence of such matter.

## **11. REMEDIES AND INJUNCTIVE RELIEF**

- 11.1 The rights and remedies reserved to ADA in the Agreement are cumulative with, and in addition to, all other or further remedies provided in law. The Supplier acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of the Agreement by the Supplier with respect to its delivery of Goods and Services to ADA and that, in addition to all other rights and remedies which the ADA may have, ADA shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

## **12. CONFIDENTIALITY**

- 12.1 The Supplier shall:
- i. treat as confidential and keep secret all Confidential Information, including all information which has already been disclosed to it pursuant to this Agreement and prior to the entry of this Agreement;
  - ii. only disclose the Confidential Information to its personnel for the purpose of performing the Supplier's obligations in this Agreement and shall take all proper and effective precautions to prevent the disclosure of the Confidential Information to unauthorised persons and to preserve the secrecy and confidentiality of the Confidential Information and, in particular but without in any way limiting the generality of the foregoing, take all necessary action to prevent unauthorised persons from obtaining access to the Confidential Information whether by direct or indirect exposure;
  - iii. upon the termination or expiry of this Agreement, deal with Confidential Information in accordance with Clause 8.3; and

- iv. take all necessary steps to ensure that the Supplier's Personnel who have access to the Confidential Information comply with and are bound by this confidentiality requirement in favour of ADA.

12.2 Except with the prior written consent of ADA, the Supplier, and the Supplier's Personnel who have access to the Confidential Information shall not, at any time:

- i. communicate to any person or body or entity, any Confidential Information disclosed to them for the purpose of the provision or delivery of the Goods and Services or discovered by them in the course of the provision and performance of the Goods and Services in accordance with the Agreement;
- ii. make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision or performance of its obligations under this Agreement;
- iii. make or caused to be made any press statement nor publish any material whatsoever relating to the Agreement; or
- iv. use or permit to be used in any manner the Confidential Information for any purpose whatsoever except for the purposes expressly authorised by ADA.

12.3 This Clause 12 shall not apply to Confidential Information which:

- i. is or becomes part of the public domain through no act or omission of the Supplier;
- ii. was in the Supplier's lawful possession prior to the disclosure and had not been obtained by the Supplier either directly or indirectly from ADA;
- iii. is lawfully disclosed to the Supplier by a third party without restriction on disclosure;
- iv. is independently developed by the Supplier; or
- v. is required by law or any governmental or other regulatory authority to be disclosed.

12.4 The Supplier hereby agrees to take all reasonable steps to ensure that the Confidential Information are not disclosed or distributed by its Personnel, employees, officers, directors, agents or other personnel who obtain or have access to the Confidential Information in violation of this Agreement. In the event where any such person or persons misuse or use the Confidential Information without the consent of ADA, the Supplier is liable to indemnify ADA and other relevant members of ADA Group for any loss or damage suffered or incurred as a result of the misuse or unauthorised use.

12.5 The obligations in this Clause 12 shall survive the termination or expiry of this Agreement.

## **13. DATA SECURITY AND PROTECTION**

13.1 The Vendor shall comply with the obligations set out in Schedule 1.

## **14. FORCE MAJEURE**

14.1 If Supplier is prevented from producing, selling or delivering any Goods and Services, or ADA is unable to accept delivery, buy or use any Goods and Services, as a direct result of an event or occurrence that is not reasonably foreseeable for the affected Party and without such Party's fault or negligence, then the affected Party shall provide notice to the other within seven (7) days from the date of occurrence thereof stating the cause and the anticipated duration of delay. Such events and occurrences may include, by way of example and not limitation, natural disasters, fires, explosions, riots, wars, sabotage, labour problems (including lockouts, strikes and slowdowns). If any delay lasts more than thirty (30) days, ADA may terminate the PO without any liability or obligation to purchase or pay for raw materials, partial, work-in-process or finished Goods and Services.

## **15. INSURANCE**

15.1 The Supplier shall obtain sufficient coverage and maintain validity of all appropriate insurance (including, without limitation, business, workers' compensation, auto, errors and omissions, professional, product, property, public, commercial and comprehensive general liability insurance) at the amount stated in the PO or consistent with the law and industry best practice applicable for the delivery of Goods and Services. Each policy shall name ADA as a loss payee or additional insured and the Supplier shall on request provide certificates and copy of the insurance policies in effect to ADA.

## 16. NO IMPLIED WAIVER

16.1 Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing. The failure, neglect, or delay of either Party at any time to require performance by the other Party of any provision of the Agreement will not affect the right to require such performance at any later time, nor will the waiver by either Party of a breach of any provision of the Agreement constitute a waiver of any succeeding breach of the same or any other provision. No failure, neglect, or delay in exercising any right or remedy will operate as a waiver thereof nor will any single or partial exercise preclude other or further exercise thereof. No course of dealing or course of performance may be used to evidence a waiver or limitation of the Supplier's obligations under the Agreement.

## 17. ANTI BRIBERY & CORRUPTION AND SUPPLIER CODE OF CONDUCT

17.1 The Supplier shall comply with ADA's anti-bribery and anti-corruption terms and conditions ("**ABAC T&C**") which may be updated by ADA from time to time, located at <https://adaglobal-legal.com/ABAC-GTC/> or at such other location as ADA may inform.

17.2 The Supplier shall adhere to the Axiata Supplier Code of Conduct located at <https://www.axiata.com/our-business/suppliers>

17.3 In the event that ADA has reasonable grounds to believe that the Supplier has not complied with this clause then ADA may at its own discretion (a) terminate the PO and or (b) seek such remedies available to it under the law including injunctive relief.

### 17A. Sanctions

17A.1 The Vendor represents and warrants that:

- (a) neither it nor any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents or subcontractors is a Sanctioned Person or is owned or controlled by, or acting on behalf of, a Sanctioned Person; and
- (b) neither it nor any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents or subcontractors has violated or potentially violated the Sanctions Laws; and
- (c) neither it nor any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents or subcontractors has entered into any contract, transaction, agreement, arrangement or otherwise engaged in any commercial activity that could violate the Sanctions Laws or reasonably be expected to result in it being designated as a Sanctioned Person.

17A.2 The Vendor shall, during and throughout the Term, observe and comply with the Sanctions Laws and shall ensure that its shareholders, subsidiaries, directors, officers, employees, representatives, agents or subcontractors do not violate any Sanction Laws.

17A.3 In the event the Vendor has knowledge that it or any of its subsidiaries, directors, officers, employees, representatives, agents or subcontractors has:

- (a) become a Sanctioned Person;
- (b) violated any Sanctions Laws;
- (c) violated this **Clause 17A**; or
- (d) entered into any contract, transaction, agreement, arrangement or otherwise engaged in any commercial activity that could violate any Sanctions Laws or reasonably be expected to result in it being designated as a Sanctioned Person,

then the Vendor shall provide notice in writing ("**Sanctions Notice**") to ADA as soon as practicable (and in any event, within two (2) calendar days) after becoming aware of such information.

17A.4 If the Vendor delivers a Sanctions Notice to ADA and ADA solely considers that the event described in **Clause 17A.3** renders it impossible or unlawful (a) for ADA to substantially or partially fulfil its obligations under this Agreement, (b) for ADA to remain a party to this Agreement, or (c) for the Vendor to perform its obligations under this Agreement, ADA may, at

its sole discretion, terminate this Agreement with immediate effect and without incurring any liability whatsoever by issuing a termination notice to the Vendor.

- 17A.5 **Clause 8.5 (Upon Termination)** shall apply to the termination of this Agreement under **Clause 17A.4, Clause 17A.1(a)(viii), Clause 17A.1(a)(ix) or Clause 17A.1(a)(x)** by ADA , to the maximum extent allowed by the Sanctions Laws and Applicable Laws.
- 17A.6 For the purpose of termination pursuant to **Clause 17A.4, Clause 17.1(a)(viii), Clause 17A.1(a)(ix) or Clause 17A.1(a)(x)**, notwithstanding **Clause 17A.3 and Clause 17A.4(d)**, ADA shall only be liable to make payment of any amounts outstanding (which have been approved and accepted by ADA) and for the Professional Services that have been performed up to the date of termination in accordance with **Clause 17A.4, Clause 8.2(a)(viii), Clause 8.2(a)(ix) or Clause 8.2(a)(x)**, and accepted by ADA provided that the following conditions have been satisfied:
- (a) the Vendor has obtained the Sanctions Requisite Approval for Payment, authorising ADA to remit payment either to the Vendor, third party or financial institution(s), as specified in the Sanctions Requisite Approval for Payment;
  - (b) the Vendor has furnished to ADA the Sanctions Requisite Approval for Payment and all supporting documents for ADA's reference;
  - (c) the Vendor has fulfilled and accepted all the terms and conditions, including those pertaining to the payment sum, method, and schedule, as may be stipulated under the Sanctions Requisite Approval for Payment; and
  - (d) ADA has obtained its external legal advice confirming that the Sanctions Requisite Approval for Payment is adequate and sufficient, to ADA Group's's satisfaction.

Without derogation to the foregoing, payment for any Professional Services or the Deliverables or both that have been performed up to the date of termination but have not been accepted by ADA shall be at ADA's absolute discretion.

For the avoidance of doubt, upon termination of this Agreement pursuant to **Clause 17A.4, Clause 8.2(a)(viii), Clause 8.2(a)(ix), or Clause 8.2(a)(x)**, ADA shall have no obligation whatsoever to pay the Vendor the Fees until and unless the conditions specified in **Clause 17A.6** have been satisfied.

## 18. RELATIONSHIP OF PARTIES

- 18.1 The PO is non-exclusive and ADA is free to engage others to provide the Goods and Services. Nothing in the PO makes either Party the agent, employee or legal representative of the other for any purpose whatsoever, nor grants either Party any authority to assume or create any obligation on behalf of or in the name of the other Party.

## 19. GOVERNING LAW AND JURISDICTION

- 19.1 Unless it is expressly stated otherwise, the PO and the PO GTC shall be construed in accordance with the laws applicable where the corporate domicile of ADA is located, further stipulated in the **ANNEXURE A** below, without reference to its conflict of law provisions, and the obligations, rights and remedies of the Parties hereunder shall be determined in accordance with such laws.
- 19.2 If any dispute arises between the parties concerning matters relating to the Agreement, the Parties herein shall use their best endeavors to resolve the dispute amicably. Failing which, the parties agree to submit to the exclusive jurisdiction of the local courts where the corporate domicile of ADA is located.

**ANNEXURE A**

<b>ADA</b>	<b>CORPORATE DOMICILE</b>	<b>GOVERNING LAWS</b>
<p>ADA Data AI Solutions Sdn Bhd (formerly known as Axiata Digital &amp; Analytics Sdn Bhd)</p> <p>ADA Data AI Commerce Solutions Sdn Bhd (formerly known as ADA Asia Malaysia Sdn Bhd)</p> <p>Awake Asia Distribution Sdn Bhd</p>	Kuala Lumpur, Malaysia	Malaysia
<p>ADA Data AI Solutions Pte Ltd (formerly known as ADA Digital Singapore Pte Ltd)</p> <p>ADA Data AI Commerce Solutions Pte Ltd (formerly known as AAD Holdings Pte Ltd)</p> <p>AAD Indochina Pte Ltd</p> <p>Awake Asia Distribution Pte Ltd</p>	Singapore	Singapore
<p>PT ADA Data Solutions</p> <p>PT ADA Asia Indonesia</p> <p>PT Awake Asia Distribution Indonesia</p>	Jakarta, Indonesia	Indonesia
<p>ADA Data AI Solutions Co Ltd (formerly known as ADA Digital (Thailand) Co., Ltd.)</p>	Bangkok, Thailand	Thailand
<p>ADA Digital Philippines Inc</p> <p>AADistribution Phils Inc</p>	Manila, Philippines	Philippines
<p>Branch of ADA Digital Singapore Pte Ltd</p>	Phnom Penh, Cambodia	Cambodia

ADA Digital Singapore Pte Ltd (Branch office)	Colombo, Sri Lanka	Sri Lanka
ADA Data AI Solutions Pte Ltd (Branch)	Seoul, South Korea	South Korea
ADA Data AI Solutions Limited (formerly known as Axiata Digital Bangladesh (Private) Limited)	Dhaka, Bangladesh	Bangladesh
Thien An Investment Co Ltd	Ho Chi Minh City, Vietnam	Vietnam
ADA Digital Analytics Private Limited (formerly known as dhiOmics Analytics Solutions Private Limited )	Bengaluru	India
ADA Digital Analytics K.K.	Tokyo, Japan	Japan
ADA Data AI Solutions LLC	Georgia, USA	Delaware, USA

**20. SEVERABILITY**

20.1 If any provision of the Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

**21. NOTICE**

21.1 Any notice, invoice, request or other document to be given under this Agreement and all other communications between the Parties with respect to this Agreement shall be in writing and in English language and, shall be delivered by courier, ordinary mail, or by e-mail in accordance with the addresses stated in the PO.

**22. SUBCONTRACTING AND ASSIGNMENT**

22.1 The Supplier may not subcontract, delegate or assign any rights under this Agreement or transfer of its obligations under this Agreement without the prior written consent of ADA. The Supplier hereby consents to ADA assigning or transferring its rights and obligations under this Agreement and shall do all that is reasonably necessary to give effect to such assignment or transfer.

22.2 Where the Supplier is permitted to subcontract the PO, the Supplier shall remain ADA's sole point of contact and shall remain responsible for ensuring that the subcontractors comply with this Agreement.

22.3 The Supplier shall ensure that the subcontractors comply with and is bound by the requirements of this Agreement as they apply to the Supplier and it shall be responsible for all acts and omissions of each of its subcontractors which shall be treated as if they were the acts or omissions of the Supplier itself.

22.4 ADA may, in its discretion, revoke its prior approval on any of the subcontractors (including any approved subcontractors) where, in ADA's reasonable opinion, the performance of the subcontractor is materially inconsistent with its requirements and the terms of this Agreement.

## **23. LANGUAGE**

23.1 This Agreement is made in English. Notwithstanding this Agreement being signed in English language only, each Party hereto in good faith agrees that it will not (and it will not allow or assist any Party to) in any manner or forum in any jurisdiction:

- (i) challenge the validity of, or raise or file any objection to, this Agreement or the transaction contemplated in this Agreement;
- (ii) defend its non-performance or breach of its obligations under this Agreement; and
- (iii) allege that this Agreement is against public policy or otherwise does not constitute its legal, valid and binding obligations, enforceable against it in accordance with its terms;

by reason of the Agreement being made in the English language or not made in the language required by law.

23.2 The Parties, if required to comply with any relevant laws, will translate this Agreement to the required language promptly upon the request of any Party. The version of such other language shall be deemed to be executed at the effective date of this Agreement. In the event of any inconsistency or conflict between the English version and the version of such translated language, the English version shall prevail.

## **24. NO THIRD-PARTY RIGHTS:**

24.1 A person who is not a Party to this Agreement shall have no right to enforce any of its terms. No person who is not a Party to this Agreement shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any Party to this Agreement its assent to any such term.

## **25. COSTS**

The Supplier shall bear the cost of stamping this Agreement. Each Party shall bear its own solicitor's or consultant's costs, fees and expense in relation to the preparation, negotiation, finalisation and signing of this Agreement

## **26. OTHER TERMS**

25.1 The PO may be executed in any number of counterparts, each of which, when executed (via electronic signature, electronic means or otherwise) and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument. Delivery of the PO by email or functionally equivalent electronic transmission constitutes valid and effective delivery.

25.2 To the extent necessary for the purposes of termination of the PO and for the implementation of the provisions under the PO, each of the Parties waives any rights or obligations that the other Party may have now or in the future under any applicable law or regulation to request or obtain the approval, order, decision, judgment of any court to terminate this Agreement.

25.3 ADA may update these PO GTC from time to time, and the Supplier is required to check this domain periodically or ask ADA for a copy of the most recent version of these PO GTC.

## Schedule 1

### CYBER SECURITY AND DATA PROTECTION

#### Deliverables and Performance of Professional Services

1. In supplying the Deliverables and performing the Professional Services, and in carrying out the other tasks allocated to it in this Agreement, the Vendor shall in accordance with Best Industry Practice:

- (a) take all necessary steps to ensure that all ADA Data are protected at all times from accidental, unauthorised or unlawful access, Processing, use or transfer, or loss, misuse, damage, destruction, corruption, or alteration and this includes the following:
  - (i) have the necessary protective policies, processes, technical and organisations measures and controls for ADA Data;
  - (ii) if the Vendor does not have the necessary protective policies, processes, technical and organisations measures and controls for ADA Data or when the Vendor's Personnel is in any member of ADA Group's premises, the Vendor shall comply with the relevant member of ADA Group's data privacy, information technology, security, access and usage policies, procedures and directions set out in this Agreement or notified to it from time to time;
  - (iii) notwithstanding the foregoing, the Vendor shall, at a minimum, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including (as applicable and proportionate):
    - (1) access control and least-privilege;
    - (2) encryption of Personal Data in transit and at rest;
    - (3) pseudonymisation where practicable;
    - (4) secure lifecycle for credentials, keys and secrets;
    - (5) network and application security (e.g., firewalls, patch management, secure development practices);
    - (6) data segregation and multi-tenant protections;
    - (7) logging, monitoring and detection capable of supporting timely breach detection; and
    - (8) regular vulnerability management, penetration testing and security reviews.
    - (9) data retention and secure disposal practices in accordance with the requirements of Applicable Laws.

The Vendor shall further

- a) maintain evidence of implemented controls and provide such evidence to the ADA on request.
- b) ensure that persons authorised to process Personal Data are subject to confidentiality obligations and have received appropriate training on Personal Data protection and security; and
- c) ensure any sub-processor implements equivalent technical and organisational measures and shall remain fully liable for the sub-processor's acts and omissions;
- (iv) take all necessary steps to prevent any Malware being introduced into any software or onto any of the ADA Systems or any other systems and/or networks used by the Vendor to access, Process, store, transmit or generate ADA Data or supply the Professional Services to ADA;
- (v) ensure that there is no unauthorised access to any of the ADA Data or ADA Systems without the prior written consent of ADA and other relevant member(s) of the ADA Group and/or by any unauthorised third party; and
- (vi) ensure that there is no unauthorised disclosure of passwords, authentication tokens or credentials supplied by ADA or other member(s) of the ADA Group to access the ADA Systems and in the event of an unauthorised disclosure, to remove such access immediately, and revoke or remove such access immediately upon any personnel of the Vendor no longer having the need to know or leaving the Vendor;
- (vii) ensure that access to ADA Data shall be solely for the purpose of performing this Agreement; and

(viii) comply with relevant guidelines and code of practices issued by the relevant Authority.

### **Personal Data Breach Notification**

- (b) notify ADA of any breach of Paragraphs 1(a)(i)-(vii) of this Schedule 3 above, without undue delay, within 24 hours upon becoming aware of any actual or suspected Personal Data Breach. Such notification shall include, to the extent known at the time:
  - (i) the nature of the breach and the categories of affected Personal Data;
  - (ii) the number of affected Data Subjects;
  - (iii) likely consequences of the breach; and
  - (iv) measures taken or proposed to address or mitigate the breach.
- (c) provide all reasonable assistance to ADA in managing the breach, including investigation, remediation, and any notification to authorities or affected individual as required by law.
- (d) cooperate fully with ADA in investigating, containing, and remedying the breach, and in meeting any reporting obligations to regulatory authorities or affected Data Subjects. The Vendor shall document all data breaches, regardless of materiality, and provide such records to the Data User upon request. The Vendor shall not make any public statements or notifications regarding the breach without the prior written approval of ADA.

### **1A. Biometric Data Obligations**

- (a) Where the processing involves biometric identifiers or biometric information (including facial images, fingerprints, voiceprints, or similar data), the Vendor shall:
  - (i) process such data only under the explicit written instructions of ADA;
  - (ii) apply encryption, access control, and strict segregation from other types of data;
  - (iii) ensure that biometric data is stored only in hashed or encrypted form, and never retained in raw image or voice format unless strictly necessary; and
  - (iv) ensure that biometric data cannot be reverse engineered to reconstruct the original biometric feature.
- (b) The Vendor shall not use biometric data for identification, profiling, or authentication purposes other than as expressly directed by ADA.
- (c) The Vendor shall ensure that any collection, use, storage, or transmission of biometric data complies with Applicable Laws.

### **1B. The Vendor's Personal Data**

- (a) If the Vendor provides or provides access to Personal Data to ADA and/or ADA Group for processing, the Vendor expressly and explicitly acknowledge and consent to the processing of such Personal Data for the purpose of performance of this Agreement and for all other purposes that are necessary, incidental or related to the performance of this Agreement, including Processing of such Personal Data within and outside of the country, and the transfer and disclosure of such Personal Data to third parties and, where necessary, outside of the country.
- (b) The Vendor warrants and represents that it has obtained the relevant individual's consent in accordance with Applicable Laws to disclose such Personal Data to ADA in accordance with this Agreement and for the purpose of the performance of this Agreement, and for all other purposes that are necessary, incidental or related to the performance of this Agreement.
- (c) The Vendor further warrants and represents that all Personal Data disclosed or to be disclosed to ADA and/or ADA Group is accurate and complete, and that none of it is misleading or out of date as of the date of this Agreement. The Vendor shall promptly inform ADA in the event of any change or update to such Personal Data and reporting obligations to the relevant Authority.

### **Security Incident**

- 2. If the Vendor becomes aware of any actual or suspected:
  - (a) action taken through the use of computer networks that attempts to access the Vendor's information system or ADA Data residing on that system or that results in any actual or potential adverse effect on the Vendor's information system or ADA Data residing on that system;
  - (b) any other unauthorised access or use by a third party or misuse, damage or destruction of any related ADA Data by any person;

- (c) breach of any applicable law in relation to cybersecurity by the Vendor; or
- (d) an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies,

(respectively or collectively shall be referred to as a “**Security Incident**”)

the Vendor shall notify ADA and other relevant member(s) of the ADA Group in writing immediately (and no longer than 24 hours after becoming aware of the Security Incident) and to provide the necessary assistance to ADA or other relevant member(s) of the ADA Group in relation to the said Security Incident and this includes the following:

- (i) to provide full details of the Security Incident and keep ADA and other relevant member(s) of the ADA Group updated at all times thereafter in relation to the Security Incident;
- (ii) to assist in the any investigations, mitigation and remediation Security Incident and in meeting any obligations to report the Security Incident to the relevant authorities;
- (iii) where applicable, assist ADA and other relevant member(s) of the ADA Group to handle and comply with their respective obligations in complying with Data Subjects’ rights;
- (iv) to provide the relevant evidence (including digital forensic evidence) about how, when and by whom the Vendor’s information system or the ADA Data has or may have been compromised; and to preserve and protecting the relevant evidence herein for a period of at least 12 months;
- (v) to implement any mitigation strategies to contain and reduce the impact of the Security Incident or the likelihood or impact of any future similar event, incident or breach.

2A. In the event of a Security Incident, without limiting any other provisions herein, ADA and other relevant member(s) of the ADA Group may investigate or engage a third party to conduct a forensic investigation and to identify the root cause of such Security Incident. Where an investigation is requested by ADA, the Vendor will immediately provide to ADA and other relevant member(s) of the ADA Group or the relevant third party such information and access as may be relevant to the Security Incident, including information on and access to:

- (a) audit trails related to the Security Incident, whether access is required on or to the Vendor’s premises, the Vendor’s sub-contractors’ (if any) premises, the Vendor’s Sub-Processor’s (if any) premises, or otherwise;
- (b) employment (including background checks) and training records;
- (c) security policies, procedures and guidelines; and
- (d) files, records, tapes, or recordings in the control of the Vendor.

2B. If it is proven that the Security Incident is caused by the Vendor through its acts or omissions, the Vendor shall bear the costs of forensic investigation conducted by the third-party investigator.

2C. The Vendor shall:

- (a) notify ADA and other relevant member(s) of the ADA Group by telephone and in writing (by email) immediately upon becoming aware of any:
  - (i) Security Incident; and
  - (ii) technical difficulties that may compromise any ADA System or the Vendor’s ability to safeguard ADA Data and Confidential Information.
- (b) A notice pursuant to Paragraph 2C(a) of this Schedule 3 above shall be sent to:

Name: ADA Data Protection Officer

(c) Subsequent to the notification as per Paragraphs 2C(a) and (b) of this Schedule 3 above, the Vendor shall ensure that the final remediation time relating to a Security Incident shall be in accordance with the following timelines:

	*External		*Internal		*External/ Internal	
Information Security Incident Severity	P1	P2	P1	P2	P3	P3
Containment (from first notification or remediation by ADA or the Supplier, whichever is earliest)	4 hours	48 hours	4 hours	48 hours	21 days	21 days
Complete remediation time (from first notification or remediation by ADA or the Supplier, whichever is earliest)	48 hours if no software patch is required or with hardware component replacement	15 days if no software patch is required or with hardware component replacement	48 hours if no software patch is required or with hardware component replacement	15 days if no software patch is required or with hardware component replacement	30 days if no software patch is required or with hardware component replacement	30 days if no software patch is required or with hardware component replacement
	15 days	30 days	15 days	30 days	60 days	60 days

- Containment is achieved when the vulnerability is arrested from progressing further. This needs to be done with minimal or no impact on other services.
- Complete Remediation (No Software Patch) – is the activity of permanently fixing the vulnerability through non-software related updates (eg: configuration changes, or changes made to other systems).
- Complete Remediation (Software Patch) – is the activity of permanently fixing the vulnerability through a software update or upgrade.

\*\*“External” refers to computing systems and applications which are on the internet or outside the protected network of the relevant Customer. “Internal” covers similar assets inside the relevant Customer’s protected network.

(d) Definition of the priorities are set out in Paragraph [\[22\]](#) of this Schedule 3.

### 3. Insurance

The Vendor shall maintain insurance to protect against the risks of any Security Incident and comply with the provisions of the insurance policy.

4. **Subcontracts, Supply Chain Arrangements and contracts with Sub-Processors**

5. The Vendor shall ensure that:

(a) all subcontracts, other supply chain arrangements and contracts with Sub-Processors, which may allow or cause access to ADA Data, contain provisions that are at least as stringent as those in this Schedule 3 and do not contain any provisions that are inconsistent with this Schedule 3; and

(b) all the Vendor's Personnel who have access, directly or indirectly, to ADA Data or ADA Systems comply with this Schedule 3 as if the Personnel were the Vendor.

**Obligations relating to Data Protection**

The Vendor shall:

(a) at all times comply with Applicable Laws in respect of the Processing, of Personal Data of ADA and other members of the ADA Group, including but not limited to Personal Data of the customers or employees of ADA or other members of the ADA Group;

(b) not do or omit to do anything that would cause ADA or other members of the ADA Group to contravene, or that would result in ADA or other members of the ADA Group contravening, any Applicable Laws;

(c) only Process Personal Data of ADA and other members of the ADA Group for the sole purpose of performing the Professional Services and in accordance with this Agreement. The Vendor shall immediately notify ADA and other relevant member(s) of the ADA Group if the data Processing instruction infringes the Applicable Laws;

(d) not transfer, access or remotely access Personal Data of ADA or other members of the ADA Group without the prior written consent of ADA and other relevant member(s) of the ADA Group. The Vendor shall ensure that:

(i) any transfer of, or remote access to, Personal Data or ADA Data or data of other members of the ADA Group does not contravene any provisions of this Agreement or any Applicable Laws and that the transfer of such Personal Data shall be encrypted over public and wireless network;

(ii) comply only with ADA instructions concerning the transfer of ADA Data;

(iii) provide reasonable assistance and information to enable the ADA to meet its obligations under Applicable Laws; and

(iv) it shall not subcontract any cross-border transfer of ADA Data to any organisation or transfer ADA Data to any without (i) ADA's prior written consent, and (ii) ensuring equivalent safeguards are in place (contractual clause, technical, or legal — as applicable, approved under applicable data protection laws). The Vendor shall provide ADA with the identity and location of any proposed sub-processor and any documentation necessary for the cross-border transfer assessment;

(e) not engage a Sub-Processor to Process any Personal Data of ADA and other members of the ADA Group or change any Sub-Processor without the prior written consent of ADA and other relevant member(s) of the ADA Group. Where the Vendor engages any such Sub-Processor, the Vendor shall ensure that the Sub-Processor adheres to the same obligations as the Vendor's obligations with respect to ADA Data and Confidential Information in this Agreement. The Vendor shall be responsible for verifying the Sub-Processor's compliance and responsible to ADA and other relevant member(s) of the ADA Group for any non-compliance by any Sub-Processor with the aforesaid obligations or any applicable laws;

- (f) ensure that if the Vendor or its Sub-Processor (where applicable) receives a complaint or any request (including but not limited to requests for access, correction, deletion, or withdrawal of consent of Personal Data) from any Data Subject or his/her agents, or from any authority, the Vendor must, without undue delay, inform ADA and other relevant member(s) of the ADA Group of the complaint or request. Upon request by ADA or other relevant member(s) of the ADA Group, the Vendor shall, without undue delay, supply the information to ADA and other relevant member(s) of the ADA Group to enable them to respond to such complaint or request. The Vendor shall not respond to these complaints or requests unless instructed in writing by ADA;
  
- (g) maintain appropriate technical and organisational measures to facilitate the timely retrieval, correction, or erasure of Personal Data when instructed by ADA. Where a Data Subject withdraws consent, the Vendor shall, upon instruction from ADA, cease processing and securely delete the relevant Personal Data, unless retention is required under Applicable Law;
  
- (h) establish and maintain a record of Personal Data Processing activities in electronic form and shall furnish a copy of the up-to-date record to ADA and other relevant member(s) of the ADA Group upon request. Such record shall, at the minimum, contain the following information:
  - (i) types/categories of Personal Data Processed;
  - (ii) transfer details, including countries transferred to and the safeguards for the transfer;
  - (iii) information of the Sub-Processor and details of the Processing activity;
  - (iv) specific data security requirements;
  - (v) information of the Vendor and its Data Protection Officer or appointed officer responsible for the Processing of Personal Data; and
  - (vi) technical and organizational security measures employed by the Vendor to safeguard Personal Data.
  
- (i) provide reasonable assistance to ADA and other relevant member(s) of the ADA Group with any data protection impact assessment and consultation with supervisory authority, when required by ADA or other relevant member(s) of the ADA Group; and
  
- (j) assist ADA and other relevant member(s) of the ADA Group in any investigations, mitigation and remediation related to Personal Data Processed and in meeting any obligations to report any breach, outcome of investigations and any queries related to the Professional Services to the relevant authorities.
  
- (k) In respect of Personal Data:
  - (i) in the event of any conflict or inconsistency between this Paragraph 5 of Schedule 3 and any other provisions in this Agreement, the former shall prevail to the extent of the conflict or inconsistency;
  - (ii) if compliance with any mandatory Applicable Laws will result in any conflict with any provisions in this Agreement, the Vendor shall comply with such mandatory Applicable Laws to the extent of the conflict; and
  - (iii) in the event of any conflict or inconsistency between any provisions in this Schedule 3 and any provisions in Clause 16, the former shall prevail to the extent of the conflict or inconsistency.

- (l) Upon termination of this Agreement, the Vendor shall permanently and irreversibly delete all Personal Data (including biometric data) unless retention is expressly authorised or required by Applicable Laws.

### **Audit & Vulnerability Scans**

- 6. ADA and other relevant member(s) of the ADA Group may conduct, or require a third party nominated by them to conduct, a security audit of the Vendor's facilities, safeguards, policies, procedures and security measures in place to protect the ADA Data and Confidential Information at any time and from time to time during the Term, including if directed by the data protection authority or if necessary due to any accidental, unauthorised or unlawful access to, Processing, use or transfer of, or loss, misuse, damage or destruction of, any ADA Data. The Vendor shall make available all information necessary to demonstrate compliance with the provisions of this Agreement and Applicable Laws and this includes access to the books, records, correspondence, accounts, and non-confidential supporting documentation such as Vendor's most current information security statement and digital forensic evidence.
- 7. Further to Paragraph 6 of this Schedule 3, the Vendor may engage its own auditor, provided such auditor is acceptable to ADA and other relevant member(s) of the ADA Group, and shall furnish the auditor's report to ADA and other relevant member(s) of the ADA Group for their review. Subject to Paragraph 8 of this Schedule 3, each Party will bear its own cost of audit pursuant to Paragraph 6 and Paragraph 7 of this Schedule 3.
- 8. If the results of the security audits demonstrate that the Vendor has breached any of its obligations, or that the Vendor's safeguards and security measures in place to protect the ADA Data or Confidential Information do not meet Best Industry Practice, or there is a reasonable risk of material security breaches, the Vendor shall (without limiting ADA's rights and remedies):
  - (a) pay ADA's and other relevant member(s) of the ADA Group's costs associated with the security audit; and
  - (b) promptly take such steps as are necessary to remediate the issues identified in respect of the safeguards and security measures to the Best Industry Practice identified as adequate in the security audit and will provide to ADA and other relevant member(s) of the ADA Group regular status updates of such remediation. The frequency of such status updates will be agreed upon by the Vendor and ADA and other relevant member(s) of the ADA Group but in any event will be at least once every seven (7) days.

In addition, ADA and other relevant member(s) of the ADA Group may conduct periodic vulnerability scans of any network or site maintained by the Vendor that stores ADA Data or Confidential Information. The Vendor shall take all reasonable steps to facilitate such scans by ADA and other relevant member(s) of the ADA Group and shall promptly remediate any vulnerability identified by ADA and other relevant member(s) of the ADA Group within the timelines as may be or to be stipulated by ADA and other relevant member(s) of the ADA Group.

- 9. The Vendor shall ensure that any and all electronic transmission or exchange of system and application data with ADA and other member(s) of the ADA Group and any other parties designated by ADA shall take place via secure means (e.g. using S/MIME, HTTPS or SFTP or equivalent).
- 10. The Vendor shall store all ADA Data and Confidential Information as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution.

## Implementation Agreement

11. The Vendor shall ensure that all devices, applications and database under the scope of this Agreement have been security hardened in accordance with the respective minimum baseline security standards (“**MBSS**”) provided or to be provided by ADA and other relevant member(s) of the ADA Group. Where such hardening commands are not obvious, the Vendor shall provide written methods and procedures on how to validate the compliance to the standard.
12. If either the Vendor or ADA:
  - (a) discovers any Malware or unauthorised code; or
  - (b) identifies any unauthorised code that has been invoked or activated,

in any ADA Systems, where the Malware or unauthorised code was introduced by any Personnel of the Vendor (“**At-Risk Software**”), that Party will immediately notify the other Party and provide all information reasonably requested by the other Party in relation to the At-Risk Software (including, its functionality, origin and criticality).

13. The Vendor shall:
  - (a) at the Vendor’s cost, promptly take all steps necessary to eliminate, quarantine or minimise the risk in relation to the At-Risk Software and prevent its introduction or re-introduction to any ADA Systems;
  - (b) provide all reasonable assistance to ADA and other relevant member(s) of the ADA Group to minimise the effects of, or risks posed by, the At-Risk Software.
14. If the presence of the At-Risk Software results:
  - (a) in a loss of data (including ADA Data); or
  - (b) has a negative impact on the operation of the affected ADA Systems,

and the Vendor knowingly or unknowingly caused such At-Risk Software to be introduced into the relevant system, then the Vendor shall at the Vendor’s cost:

- (i) mitigate the loss of data;
- (ii) promptly restore the data (so far as the same is capable of restoration); and
- (iii) ensure the operation of the affected system is promptly remedied.

14A. The notification pursuant to Paragraph 12 of this Schedule 3 shall be sent to:

### ADA

Name: [to insert]  
Email: [to insert]  
Mobile: [to insert]

### Vendor

Name: [to insert]  
Email: [to insert]  
Mobile: [to insert]

or such other person as most recently notified to the Vendor or ADA (as the case may be) from time to time.

## Privacy Impact Assessment

15. In the event that ADA and/or any other relevant member(s) of the ADA Group conducts any data protection impact assessment, the Vendor shall provide reasonable assistance to ADA and/or other relevant member(s) of the ADA Group (as the case may be). Such assistance may, at the discretion of ADA and other relevant member(s) of the ADA Group, include:

- (a) a systematic description of the envisaged processing and Processing (respectively) operations and the purpose of the processing and Processing;
- (b) an assessment of the necessity and proportionality of the processing and Processing (respectively) operations in relation to the Professional Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

### **Data Migration**

- 16. The Vendor is responsible for all data migration activities (if any are agreed by the Parties) associated with ADA Data and Confidential Information and shall ensure that no ADA Data or Confidential Information is lost or corrupted as a result of any data migration.
- 17. Without limiting Paragraph 17 of this Schedule 3, the Vendor shall:
  - (a) retain secured back-up copies of all ADA Data and Confidential Information being migrated until the successful completion of the process; and
  - (b) ensure that in the event of any data migration failure or problem, ADA and other members of ADA Group are able to utilise the ADA Data and Confidential Information within the ADA Systems to store, process and Process the ADA Data and Confidential Information so that ADA's and other members of ADA Group's business operations are not affected.
- 18. In the event of any breach by the Vendor of Paragraph 17, 18, 19 or 20 of this Schedule 3 which adversely impacts on ADA's or other members of the ADA Group's business operations in any way, and without limiting any of ADA's rights and remedies under this Agreement or applicable law, the Vendor shall, at no additional cost to ADA, immediately work with ADA and other members of the ADA Group to identify any possible workarounds to the cause of the adverse impact, and provide resources (where necessary) to implement workarounds approved by ADA and other members of the ADA Group in writing.
- 19. The Vendor shall, upon the written request of ADA,
- 20. The Vendor shall ensure that the export, transmission, or provide ADA with a copy of ADA Data in a structured, commonly used, and machine-readable format.transfer of ADA Data is carried out securely, in accordance with Applicable Laws and any written instructions of ADA.

### **Software Development**

- 21. The Vendor shall:
  - (a) apply a secure Software Development Lifecycle (SDLC) methodology within its product development process that includes design reviews, source code audit on the developed material, and penetration tests on a regular basis;
  - (b) enable ADA and other relevant member(s) of the ADA Group to audit the SDLC and patch level on a regular basis or, with prior written agreement of ADA and other relevant member(s) of the ADA Group, provide vulnerability assessment reports issued by reputable international agencies to ADA and other relevant member(s) of the ADA Group to prove that the Vendor's security controls are effective;
  - (c) maintain and support the software (including updates, upgrades of the software and third-party software) that it uses or provides to ADA or other members of ADA Group in connection with the Professional Services such that, and to provide verifiable assurance that, the software is, and remains, secure from known vulnerabilities. This includes, but is not limited to, the following measures:
    - (i) providing up-to-date updates and upgrades; and
    - (ii) regularly and in a timely manner test and install all available security patches for the operating system, libraries, middleware components, and installed applications.

- (d) ensure that the verifiable assurance provided under Paragraph 21(c) of this Schedule 3 should include the attestations from security audits and certifications like SOC-2 and 3, SSAE-18 and ISO27001.

**Vulnerability Management/Security Incident**

22. The Vendor shall enable ADA or any third party authorised by ADA or other relevant member(s) of the ADA Group (as the case may be) to conduct additional penetration testing on a periodic basis. In the event any information security vulnerabilities are identified pursuant to the penetration testing conducted, the Vendor shall remediate the vulnerabilities based on the service levels requirements for final remediation as per the Security Vulnerability Remediation Service Level Agreement (“**Security Vulnerability Remediation SLA**”) below:

**Security Vulnerability Remediation SLA**

Vulnerability Category	Internal nodes & services	Public Internet facing nodes & services
CVSS* 9-10 (Critical)	<ul style="list-style-type: none"> <li>• Implement effective Containment Measures (as defined below) within 72 hours</li> <li>• Implement permanent solution within 4 weeks</li> </ul>	
CVSS 7-8 (High)	<ul style="list-style-type: none"> <li>• Remediate vulnerability within 3 months after public disclosure of the vulnerability or notification by ADA (whichever is earlier)</li> </ul>	<ul style="list-style-type: none"> <li>• Implement effective Containment Measures within 2 weeks</li> <li>• Remediate the vulnerability within 6 weeks after public disclosure of the same or notification by ADA (whichever is earlier)</li> </ul>
CVSS <7 (Medium & Low)	<ul style="list-style-type: none"> <li>• Remediate vulnerability within 4 months after disclosing or discovering of that vulnerability by ADA or any industry community or global researchers</li> </ul>	

\*as defined below.

Vulnerabilities found through vulnerability assessment scans must be remediated following the Security Vulnerability Remediation SLA provided above based on their respective vulnerability score.

Applicability of the above-mentioned Security Vulnerability Remediation SLA:

The above Security Vulnerability Remediation SLA will be applied for any systems or software delivered and/or maintained by the Vendor to ADA and/or any members of ADA Group (“**Customer**”). Any changes to the said Security Vulnerability Remediation SLA shall be mutually agreed by the Vendor and Customer.

**Definition:**

“**Containment Measures**” are compensating controls or adjustments in processes, configuration or changing one or more parameters, recommended by ADA and/or the relevant Customer or reputed industry researchers to reduce the severity and associated risks to an acceptable level. However, permanent solution shall be considered after implementing and testing of relevant patches and/or fixes recommended by ADA and/or the relevant Customer or industry researchers or experts.

**Common Vulnerability Scoring System (“CVSS”)** is an open framework for communicating the characteristics and severity of software vulnerabilities. CVSS consists of three metric groups: Base, Temporal, and Environmental. ADA’s current severity classifications are 0.1-3.9 = Low, 4.0-6.9 = Medium, 7.0-8.9 = High and **9.0 - 10.0 = Critical**.

The service level requirements for information security incidents identified by penetration testing and other assessments/tests will be as follows:

Information Security Incident Severity	*External		*Internal		*External/ Internal	
	P1	P2	P1	P2	P3	P3
Containment (from first notification or remediation by ADA or the Supplier, whichever is earliest)	4 hours	48 hours	4 hours	48 hours	21 days	21 days
Complete remediation time (from first notification or remediation by ADA or the Supplier, whichever is earliest)	48 hours if no software patch is required or with hardware component replacement	15 days if no software patch is required or with hardware component replacement	48 hours if no software patch is required or with hardware component replacement	15 days if no software patch is required or with hardware component replacement	30 days if no software patch is required or hardware with component replacement	30 days if no software patch is required or with hardware component replacement
	15 days if a software patch is necessary	60 days if a software patch is necessary	15 days if a software patch is necessary	60 days if a software patch is necessary	120 days a software patch is necessary	120 days a software patch is necessary

**TABLE 1: SECURITY INCIDENT REMEDIATION SCHEDULE**

*\* Priority and External / Internal scope are defined below*

- Containment is achieved when the vulnerability is arrested from progressing further. This needs to be done with minimal or no impact on other services.
- Complete Remediation (No Software Patch) – is the activity of permanently fixing the vulnerability through non-software related updates (eg: configuration changes, or changes made to other systems)
- Complete Remediation (Software Patch) – is the activity of permanently fixing the vulnerability through a software update or upgrade.

\*\*“External” refers to computing systems and applications which are on the internet or outside the protected network of the relevant Customer. “Internal” covers similar assets inside the relevant Customer’s protected network.

Priority	Impact Description
<b>P1 (Severity -</b>	A fault or vulnerability with a severe effect on the relevant Customer’s business operations or end- user services, including but not limited to capacity or traffic, billing and

<p><b>Critical/Emergency</b></p>	<p>maintenance capabilities which have the effect of reducing such capabilities by more than 25%.</p> <p>Scenario Examples:</p> <ul style="list-style-type: none"> <li>• Total revenue loss</li> <li>• Total system outage</li> <li>• Partial outage affecting a minimum of 25% of the network active subscribers</li> <li>• Aggregated traffic capacity reduction minimum by 25%</li> <li>• Loss of management capability by more of the 25% of the total network elements</li> </ul>
<p><b>P2 (Severity – Major)</b></p>	<p>Severe problem, vulnerability or disturbance affecting a specific area of functionality, but not the whole system, or serious disturbances with an impact on end-user services.</p> <p>Scenario Examples:</p> <ul style="list-style-type: none"> <li>• Errors in procedures where service risks are involved</li> <li>• Failures in the ability to add, delete or reconfigure any network element</li> <li>• A disturbance degrading performance of the system and/or parts of the system with minor impact to the system</li> <li>• Total outage of a non-major network element</li> <li>• Failures with tools and supporting systems that have no impact on network monitoring and network performance</li> <li>• Reduction in traffic measurement function</li> <li>• Root Cause Analysis (“RCA”) report delivery</li> </ul>
<p><b>P3 (Severity – Minor)</b></p>	<p>General consultation and minor problems that have a minor effect on the functionality of the product. Minor events are problems that are not viewed as critical or major. Minor events neither significantly impair the functioning of the system nor significantly affect service to end-users. These events are tolerable during system use. A minor event on the device may have impact on one or limited number of users.</p>

**TABLE 2: INCIDENT PRIORITY CLASSIFICATION**

**Governance**

23. The Vendor shall advise ADA of other practices, procedures and safeguards with respect to data (including ADA Data) when the Vendor becomes aware of any improved practices, procedures and safeguards in accordance with Best Industry Practices.

**Network Security**

24. The Vendor shall at all times maintain network security that conforms to Best Industry Practice at a minimum, network protection shall include:

- (a) network firewall provisioning;
- (b) strong user authentication;
- (c) encrypted transmissions and storage;
- (d) anti-malware programs;
- (e) intrusion detection;
- (f) controlled access to the physical location of computer hardware; and
- (g) regular (two or more each calendar year) third party vulnerability assessments.