

“V-CUBE” Terms of Use of Services Additional Terms (V-cube Malaysia Sdn. Bhd.)

V-cube Malaysia Sdn. Bhd. has established the following additional terms of services (“Additional Terms”) and provides “V-CUBE” services to the Customer based on various conditions explicitly provided under these Additional Terms.

1 Additional Terms

- 1.1 These Additional Terms govern the terms in connection with the use of the Services between V-cube and the Customer, and constitute a part of the “V-CUBE” Terms of Use of Services (the “Terms”).
- 1.2 Unless expressly stipulated in these Additional Terms, terms in these Additional Terms shall have the same meanings of such terms in the Terms.
- 1.3 These Additional Terms apply to the Customer to whom V-cube Malaysia Sdn. Bhd. issues IDs.

2 Application for the Services

- 2.1 Application for the Services shall be by an application form prescribed by V-cube or a V-cube Partner, or by a form on the website designated by V-cube or a V-cube Partner.

3 Term of the Services

- 3.1 The Customer may select at the time of application from among a monthly contract (“Monthly Contract”), a long term contract with a Term which is more than 6 months on a monthly basis and is agreed separately between V-cube and the Customer and with a discount for lump-sum advance payment of the Terms’ basic fee (“Long Term Contract”), and a Project-Based Contract with a Term which is agreed separately between V-cube and the Customer.
- 3.2 The expiration date of the Term shall be, for Monthly Contracts, the last day of the month following the month of the first day of use (“Commencement Month”), for Long Term Contracts, the last day of the month of the expiry of the Term counting from the next month of the Commencement Month (provided, however, if the first day of use is the first day of the month, the last day of the month of the expiry of the Term counting from the Commencement Month), and for Project-Based Contracts, the last day of the Term.
- 3.3 If a written notice for cancellation from the Customer does not arrive to V-cube or a V-cube Partner at least 40 days; prior to the expiration date, the Term shall be automatically renewed for another 1 month for Monthly Contracts, and for another term same as the contracted Term prior to its renewal for Long Term Contracts; and the same shall apply thereafter.

4 Service Fees and Payment Method

- 4.1 The Customer shall pay the initial fee and usage fees as the Services fees. The usage fees consist of the basic fee and pay-as-you-go fee. Furthermore, the Customer who applies for optional services shall additionally pay basic option fee and pay-as-you-go option fee. The initial cost is to be paid at the time of starting the use of additional contracts of the Services.
- 4.2 The Services fees shall be based on the quotation presented by V-cube or a V-cube Partner. The payment shall be made in the currency designated by such quotation.
- 4.3 The payment method of the initial cost and the usage fee of the Services shall be separately agreed between V-cube and the Customer. The Customer shall bear the expenses for the payment.
- 4.4 Due date of the initial fee and usage fees is as follows:
 - (i) Initial fee
The Customer shall pay by the last day of the month preceding the Commencement Month. Provided, however, if V-cube and the Customer separately agree on the due date of the initial cost, the Customer shall pay the initial fees by such due date.
 - (ii) Basic fee
With respect to Monthly Contract, the Customer shall pay the basic fee for the following month by the day of the current month separately designated by V-cube. With respect to Long Term Contract, the Customer shall pay the Terms’ basic fee for Long Term Contracts in a lump prior to beginning use. The same shall apply to the renewal of Long Term Contract. With regard to the basic fee of Long Term Contract paid in a lump, V-cube shall handle 20% of the basic fee as the data center cost and 80% of the basic fee as the license fee for the Services.
 - (iii) Pay-as-you-go fee
The Customer shall pay Pay-as-you-go fee by the day separately designated by V-cube of the month following the month of use.
 - (iv) Basic option fee and pay-as-you-go option fee
The Customer shall pay basic option fee and pay-as-you-go option fee by the day separately designated by V-cube of the month following the month of use. Furthermore, depending on the option, V-cube may separately designate the due date of the pay-as-you-go option fee.
- 4.5 If the first day of use is after the second day of the Commencement Month, the basic fee for the Commencement Month shall be calculated pro-rata based on a 30-days-month.
- 4.6 Unless expressly stipulated in these Terms or these Additional Terms, the basic fee for Long Term Contract shall not be refunded even if any Long Term Contract is terminated before the expiry of the Term.

5 Cancellation of the Services

- 5.1 The Customer may cancel the Services at its discretion. The Customer wishing to cancel shall give the prescribed written notice of cancellation to V-cube or a V-cube Partner in a form designated by V-cube or V-cube Partner.
- 5.2 The Services fees shall accrue until the date of expiration of the Term and will not be prorated regardless of the cancellation date. If the Customer wishes to cancel a Project-Based Contract at its discretion before the expiry of the Term, the Customer shall pay the unpaid amount of the Services fee until the expiry of the Term in a lump per the invoice from V-cube or V-cube Partner.
- 5.3 V-cube will terminate the provision of the Services on the date of expiration of the Term.

6 Rejection of Anti-social Forces

- 6.1 The Customer represents and warrants that its companies, shareholders, executives and any other persons which substantially owns or controls the company has not been, or will not be at any point after this Agreement becomes effective, an organized crime group, a member of an organized crime group or its related persons, criminals related to illicit or criminal profit, corporate extortionists, or any other anti-social forces (hereinafter collectively "Anti-Social Forces") and do not have any relationship with Anti-Social Forces which can destroy the relationship of trust between V-cube. In the event of a breach of these representations and warranties by the Customer, V-cube may immediately suspend or discontinue without notice all or part of the Services, or terminate this Agreement without prior notice.
- 6.2 The Customer shall not have any business relationship with Anti-Social Forces, and if it has been identified that the Customer has business relationships with Anti-Social Forces, the Customer shall take necessary measures to dissolve the same within a reasonable period of time.

7 Support for the Services and/or the Software

- 7.1 The Customer is entitled to use the support desk during Office hours on weekdays between 9:00 to 18:00 (GMT+8). Closed on weekends and Malaysian holidays as per the website of V-cube Malaysia Sdn. Bhd..

8 Governing Law; Jurisdiction

- 8.1 These Terms shall be governed by and construed in accordance with the laws of Singapore. The Courts of Singapore shall be the exclusive agreement jurisdictional court of the first instance with respect to any disputes concerning these Terms.

End.

Last Updated: May 7, 2013