

SPECIFIC TERMS – DATA CENTRE INTERCONNECT SERVICE

This Specific Terms form the Agreement between you and SPTel Pte. Ltd. (Reg No. 199700517K).

It is agreed between the Parties as follows:

1. Service Definitions

“Acceptance”	Means in relation to a Service, the earlier date of either: <ul style="list-style-type: none"> i. the Acceptance Test for such Service (as set out in this Specific Terms) is completed; ii. activation for such Service iii. actual acceptance by you signing digitally on the SPTel DWFM mobile application.
“Content”	Means, not limited to, information, software, videos, images, messages, alerts, reports and sounds contained on or available through the customer portal and made available to you.
“DCI”	Means Data Centre Interconnect.
“DCI Service” or “Service”	Means the grant to you the right to use the Data Centre Interconnect Service as specified in the Order (or other available DCI service offered by us) subject to and in accordance with the terms of this Specific Terms and the relevant Order.
“Fault”	Means a fault or defect in the Service or any associated equipment or facilities that disrupts the Service (as set out in this Specific Terms).

2. DCI Service

2.1 In relation to each Order, we will use reasonable endeavours to commence providing the DCI Service pursuant to such Order on the date of Acceptance for such DCI Service. Such DCI Service will thereafter be provided for the Service Term subject to the termination clauses of this Specific Terms and the General Terms.

2.2 You agree that each DCI Service is provided to you for the sole purpose of providing to you a point-to-point connection and you agree that you:

2.2.1 shall use the DCI Service only for the following purposes:(1) establishing your telecommunications network; (2) selling bandwidth services (in the form of layer 2 or higher functionality services) as a value-added package with a defined bandwidth; and

- 2.2.2 shall not directly connect any network, cable, equipment or system of any Third Party to the DCI Service, except as needed for the purpose stated in Clause 2.2.1(2) above in which event you must notify us using your written request to us for the DCI Service prior to our issuance of the Order, and shall comply with all interface and our other specifications before making such connection.
- 2.3 DCI Service offers the resilience option of “Protection Path”.
- 2.3.1 “Protection Path” option: With the exception of the demarcation node equipment, any failure(s) occurring at any point along the path of a circuit will cause the end nodes to move/pick the traffic to/from a new route. However, it does not guarantee network performance on the new route and switch over time is not attributable to service downtime and shall not be applicable for Service Levels rebate. It will normalize to primary path once the fault is resolved. “Protection Path” is a value-added service that is chargeable and it follows the contract term of the DCI Service.
- 2.4 DCI Service offers the option of “Bandwidth on Demand”.
- 2.4.1 “Bandwidth on Demand” (“BoD”) allows temporary bandwidth upgrade up to ten (10) times of your subscribed bandwidth, immediately or scheduled. The availability of the bandwidth upgrade for BoD option is subjected to resource availability and physical port limitation. The charges may be dynamic and shall be at our discretion.
- 2.4.2 There will be disruption of the DCI Service in the provisioning and de-provisioning of the BoD subscription. Such disruptions are considered to be scheduled and shall not count towards any Outage Minutes in the computation of Service Levels.
- 2.4.3 You shall be fully responsible for the configuration of your equipment to interface with the changes in bandwidth in relation to the BoD subscription.
- 2.5 Layer 1 Encryption is a value added service that is applicable for Gigabit Ethernet interfaces only. Additional lead-time is required for on-site installation should new encryption card is to be installed.
- 2.6 Our service demarcation will be at data centre’s Meet-Me-Room (“MMR”) or co-location rack where our equipment is hosted. We will provide the demarcation location(s) of the DCI Service to you pursuant to an Order or in the event that you require the demarcation details to order cross connection from a data centre. The DCI Service to be provided pursuant to an Order will be between the demarcation locations as specified in the Order.

- 2.7 We may need to install our equipment in your co-located rack in the data centre associated to the DCI Service. We will always maintain and own such equipment. Our equipment will thus serve as the demarcation point for the DCI Service provided. Upon termination of the DCI Service, we shall be entitled to remove our equipment installed at your co-located rack in the data centre.
- 2.8 In the event that you wish to relocate a DCI Service pursuant to an Order, there will be relocation charges and lead-time applicable. This shall also be subject to our coverage and lead-time mutually agreed between both parties.
- 2.9 The relocation in both points of a DCI Service shall be deemed as a termination of the provision of the DCI Service and the Early Termination Charge shall apply.
- 2.10 You acknowledge and warrant that you have obtained redundant service to ensure continuity of your services if the DCI Service pursuant to an Order were to fail.

3. No Warranties

- 3.1 This Service is provided “as it” and without any representation of warranty, whether express, implied or statutory. We specifically disclaim any merchantability, fitness for a particular purpose.
- 3.2 We do not guarantee:
 - 3.2.1 Continuous and uninterrupted performance of the Services.
 - 3.2.2 That the provisioned route does not change. We reserve the right to assign or amend the provisioned route at any time during the term of the Service and without prior notification. The provisioned route may be different from the initial route assigned during the planning phase.
- 3.3 We do not warrant the accuracy, reliability or quality of any Content obtained through the Service.

4. Charges

- 4.1 The Charges payable in relation to each Order do not include payment to the data centre operators for items including but not limited to rack space and cross-connect charges. In addition, you may have to incur further charges for horizontal works, fibre tray, PVC and armour conduit within the data centre which may be necessary for the provision of the Service. Cross connect service in the Data Centres may be bundled as part of the service offering for DCI at additional charges.
- 4.2 Additional charge is applicable for providing physical interface that is not the default interface of the subscribed bandwidth.

- 4.3 Charges for on-demand value added services may be dynamically generated instead of fixed rates at the time of quotation.
- 4.4 If there is a Fault in any month which entitles you to receive a Service Credit Rebate (as set out in this Specific Terms), the relevant Service Credit Rebate shall be applied to the Charges for the following month. Such Service Credit Rebate (if any) shall be your sole and exclusive remedy (and our sole and exclusive liability) in respect of such Fault.
- 4.5 We reserve the right to charge you for expenses incurred by us in investigating any Fault reported by you if the Fault is not due to or does not lie within our facilities or Network.
- 4.6 You are responsible for all incidental charges related to accessing, provisioning, maintaining, repairing the DCI Service at your location(s).
- 4.7 All orders are non-cancellable and all amounts are non-refundable.

5. Operational Terms and Conditions

- 5.1 You shall be responsible for:
 - 5.1.1 patching and maintenance of your cross-connects from our demarcation location to your equipment;
 - 5.1.2 procuring and maintaining, at your own expense, all and any equipment or software you need to implement and use the DCI Service, unless otherwise agreed in writing with us;
 - 5.1.3 ensuring that any terms and conditions of use of the DCI Service are brought to the attention of, and complied with by, any person that you permit or allow to use the DCI Service, and you shall indemnify us against any and all claims from such persons arising from the said use.
 - 5.1.4 providing our authorised personnel ready access to your premises and associated facilities for the purposes of installation, management, configuration and repair of the DCI Service pursuant to an Order at such times as may be reasonably requested by us. Any failure to provide such access promptly or any, in our opinion, undue obstruction of any of our personnel, shall constitute a material breach of the relevant Order;
 - 5.1.5 providing your own cross-connects to connect from our demarcation location to your equipment as specified in the Order to which such Order relates, as well as all media converters, other active electronics, power supplies and ongoing maintenance, operation and management of such equipment; and

- 5.1.6 any activity (including operation, maintenance and management) beyond our demarcation location.
- 5.2 You shall not tamper, modify, damage and/or remove any equipment that may cause interruption, disruption, instability and/or congestion to the DCI Service. You shall not be eligible for any Service Credit Rebate if you breach this Clause 5.2 and shall be liable for all costs incurred to replace any damaged and/or missing equipment.
- 5.3 We shall be responsible for the maintenance of the DCI Service pursuant to an Order.
- 5.4 Either Party detecting a Fault in the DCI Service or any Party's cross-connects shall notify the other Party as soon as reasonably possible. Our contact details are as listed in this Specific Terms. Your contact details shall be set out in the customer portal.
- 5.5 You acknowledge and agree that the technical means by which we supply the DCI Service is entirely at our sole discretion.
- 5.6 We shall be entitled to conduct such audits and tests, at our cost, on the DCI Service pursuant to an Order on such dates and times as shall be agreed between the Parties (which you shall not unreasonably withhold or delay), for the purpose of ensuring that the terms of this Specific Terms and the Order are strictly adhered to.

6 Rights in DCI Service

- 6.1 The provision of DCI Service pursuant to any Order does not give you any right, title or proprietary interest in the DCI Service.
- 6.2 We own the infrastructure and equipment that supports the DCI Service and any software license and installed by us in this equipment.
- 6.3 Except as expressly permitted under this Specific Terms or an Order, you must not grant any third party any right to use any DCI Service that has been provided to you.

7 Termination Rights supplementing the General Terms

- 7.1 Where the provision of a DCI Service is conditional on you subscribing to other services with us or satisfying minimum requirements of subscription to such other services from us ("Service Condition"), any violation of the Service Condition will also automatically terminate the DCI Service and you will be liable for Early Termination Charges.
- 7.2 Where the DCI Service is subscribed as a secondary service to other Services provided by us, the termination of said Services would automatically terminate the DCI Services. In this event, an Early Termination Charge in respect of the DCI Services may be payable.

- 7.3 The minimum period of Service shall be indicated in the Order. Unless otherwise agreed to in writing, when the minimum period of Service expires, this Agreement will be automatically renewed on a calendar monthly basis (based on the same terms and conditions except for Charges, which shall be based on our then prevailing Charges for the Services) unless you give us a written notice of termination at least 30 days prior to the expiry of the minimum period of Service or the renewed term.
- 7.4 Without limiting the foregoing, Clause 5 and 6 will survive any expiration or termination of this Agreement. Upon the effective date of termination of the Agreement for any reason: (a) all rights granted to you under this Agreement, including your right to use the Service, will immediately terminate; (b) you must stop all use of the Service, and (c) you must return or, if we request, destroy any Confidential Information.

