

SPECIFIC TERMS–INTERNET ACCESS SERVICE

This Specific Terms form the Agreement between you and SP Telecommunications Pte Ltd (Reg No. 199700517K) and may be amended by the Application Form. It is agreed between the Parties as follows:

1. Service Definitions

"Acceptance"	Means in relation to a Service, the earlier date of: <ul style="list-style-type: none"> (i) the Acceptance Test for such Service (as set out in this Specific Terms) is completed; (ii) actual acceptance by you signing on the Service Delivery form; or (iii) deemed acceptance when acknowledgment is not received by us within three (3) days of us informing you that the Acceptance Test is complete and you have not rejected the Service in writing on the basis that it does not materially conform to the technical specifications within the above timeframe.
"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).
"IA"	Means Internet Access.
"IA Service" or "Service"	Means the grant to you of the right to use the Internet Access service as specified in the Application Form (being IA over Metro Ethernet, NGN or other available IA service offered by us, as described in this Specific Terms) subject to and in accordance with the terms of this Specific Terms and the relevant Order. Where the Services are connected through NGN, third party's terms and conditions may apply in addition to these terms and conditions and such third party's terms and conditions shall supersede these terms and conditions. IA Service refers to either IA Plus, IA Standard, IA Lite or IA Broadband services.
"NGN"	Means the next generation national info-communication infrastructure provided by a third party.

2. IA Service

- 2.1 In relation to each Order, we will use reasonable endeavours to commence providing the IA Service pursuant to such Order on the date of Acceptance for such IA Service. Such IA Service will thereafter be provided for the Service Term subject to the termination clauses of this Specific Terms and the General Terms.
- 2.2 We will provide the Service to the address as stated in the Application Form. If you wish to change the address, you must notify us in writing promptly.
- 2.2.1 Where the Services are connected through NGN, the address must be registered correctly to an existing and valid unit address within your premises and cannot be an open area or space within your premises.
- 2.3 We will provide the demarcation location of the IA Service in the Application Form. The IA Service to be provided pursuant to an Order will be provided up to the demarcation location as specified in the Application Form.
- 2.3.1 If you request a change of the demarcation location and this results in a change of original serving Distribution Point ("DP") or serving node, that request will constitute a termination of the Service and the Early Termination Charge shall apply. Where the Service is connected through NGN, in addition to such Early Termination Charge, you shall be liable to pay us any and all amounts imposed by a third party arising from and in connection with such termination.
- 2.4 We may need to install equipment in your premise associated to the IA service. We will always maintain and own such equipment. The equipment will thus serve as the demarcation point for the IA Service provided. Upon termination of the IA Services, we shall be entitled to remove such equipment installed at your premise.
- 2.5 You agree that each IA Service is provided to you for the sole purpose of providing to you an Internet connection and you agree that:
- 2.5.1 You must not resell the Service or otherwise provide to third parties without our prior written consent, whether for profit or not.
- 2.5.2 You shall not directly connect any network, cable, equipment or system of any Third Party to the IA service, except as needed for the purpose stated in Clause 2.5.1 above in which event you must notify us using your written request to us for the IA Service prior to our issuance of the Application Form, and shall comply with all interface and our other specifications before making such connection.
- 2.5.3 You must not route any private IP addresses unless the Service is connected directly to a customer premise equipment on your premises. Only public registered IP addresses will be routed if the Service is connected to any other service provider's network.

- 2.5.4 You acknowledge that we do not warrant or give any guarantee on data transfer speed, performance, or any other aspect of the Service.
- 2.5.5 You acknowledge content transmitted through the Internet in general is not confidential, we cannot and will not guarantee your privacy or protection.
- 2.5.6 You must not transmit or post any content which may be defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment, irritation, inconvenience or anxiety to anyone. This includes transmitting or posting "junk mail", "spam", "chain letters", "solicitations" (commercial or noncommercial) or distributing mail to any party who has not given permission to be included in the distribution.
- 2.5.7 You must not transmit or post any content which may give rise to civil liability or otherwise violate any applicable laws, rules or regulations.
- 2.5.8 You must not transmit any content that contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programs.
- 2.5.9 You must not make or attempt any unauthorised access to any part or component of the Service, the network or any third party systems or networks to which you can connect through the Services directly or otherwise.
- 2.5.10 You must not disrupt the various networks that are connected to the Service or violate the regulations, policies or procedures of such networks.
- 2.5.11 You must not collect and/or disseminate information about others or their email addresses without their consent.
- 2.5.12 You shall not use the Service for any fraudulent, illegal or improper purposes or to violate anybody's rights or in any way which may affect other users' enjoyment of or access to any Service or cause annoyance, harassment, irritation, inconvenience or anxiety to anyone.
- 2.5.13 You shall not use the Service in any manner or for any purpose which may constitute a violation or infringement of the rights of any party including but not limited to their intellectual property or confidentiality rights.
- 2.5.14 In the event that we provide dual and diverse IA services to the same location, you acknowledge that it shall be your responsibility to ensure the hardware and software configuration is in place to support active-backup solution.
- 2.6 In the event that you wish to relocate the IA Service, you will need to obtain our prior written approval, which will be subject to a relocation charge and additional charges may apply for wiring and casing. Any relocation is subject to the procedures as set out

in Clauses 2.1 to 2.4. If we are not able to approve such relocation due to technical difficulties, you may proceed to terminate the provision of the IA Service in the General Terms, subject to the Early Termination Charge.

2.7 You acknowledge and warrant that you have obtained redundant service to ensure continuity of your services if the IA Service pursuant to an Order were to fail.

3. Charges

3.1 The Charges payable in relation to each Order do not include cross-connect charges that you may have to incur in connection with the provision of the IA Service pursuant to such Order unless otherwise stipulated in the Application Form.

3.2 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 will 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.

3.3 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.

3.4 You are responsible for all incidental charges related to accessing, provisioning, maintaining, repairing the IA Service at your location(s).

4. Operational Terms and Conditions

4.1 You shall be responsible for:

4.1.1 providing ready access to our authorised personnel to your premises and associated facilities for the purposes of installation, management, configuration and repair of the IA 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 not constitute a material breach on our part of the relevant Order;

4.1.2 providing at your own cost, suitable space and appropriate conditions including power supply for our equipment associated to the IA Service;

4.1.3 providing all internal wiring and sockets within your premises according to the relevant regulatory authority's and our specifications and guidelines required for the purposes of the installation of the IA Service.

4.1.4 providing your own cross-connects to connect the IA Service to your equipment, as well as all media converters, other active electronics, power supplies and ongoing maintenance, operation and management of such equipment that are

beyond the demarcation location as specified in the Application Form to which such Order relates;

4.1.5 not tampering, modifying, damaging, removing and equipment that may cause interruption, disruption, instability, congestion to the IA Service. In such event, you will be in material breach of the Order and will not be eligible for any Service Credit Rebate and may also be liable for the cost to replace any damaged equipment;

4.1.6 any activity (including operation, maintenance and management) beyond our demarcation location;

4.1.7 procuring and maintaining, at your own expense, all and any equipment or software you need to implement and use the IA Service, unless otherwise agreed in writing with us;

4.1.8 ensuring that any terms and conditions of use of the IA Service are brought to the attention of, and complied with by, any person that you permit or allow to use the IA Service, and you shall indemnify us against any and all claims from such persons arising from the said use.

4.2 Any IP addresses allocated by us to you in connection with the Service will remain the sole property and you will have no right or title thereto. We reserve the right to withdraw or change any of such IP addresses at any time.

4.3 We shall be responsible for the maintenance of the IA Service pursuant to an Order up to the demarcation location.

4.4 Either Party detecting a Fault in the IA Service or any Party's cross-connects shall notify the other Party as soon as reasonably possible. Our contact details will be provided in our service handover document. Your contact details shall be set out in the Application Form.

4.5 You acknowledge and agree that the technical means by which we supply the IA Service is entirely at our sole discretion.

4.6 We shall be entitled to conduct such audits and tests, at our cost, on the IA 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.

5 Rights in IA Service

5.1 The provision of IA Service pursuant to any Order does not give you any right, title or proprietary interest in the IA Service.

5.2 Except as expressly permitted under this Specific Terms or an Order, you must not grant any third party any right to use any IA Service that has been provided to you.

6 Termination Rights supplementing the General Terms

6.1 Where the provision of an IA 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 IA Service and you will be liable for Early Termination Charges.

6.2 Where the IA Service is subscribed as a secondary service to other Services provided by us, the termination of said Services would automatically terminate the IA Services. In this event, an Early Termination Charge in respect of the IA Services may be payable.

6.3 Where the IA Service is connected through NGN, you shall in addition to such Early Termination Charges, be liable to pay us all third party charges.