

SPECIFIC TERMS–INTERNET SERVICES

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: (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, messages, alerts, reports, information, software, videos, images and sounds regarding network or security events generated by the systems supporting the Service that are contained in or available through the customer portal and made available to you
"DDoS"	Means Distributed Denial of Service
"DDoSProtect"	Means the security service provided by us that monitors, detects and protects your online presence or services from disruptions caused by DDoS attacks.
"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).
"Internet Services" or "Service"	Means the grant to you of the right to use the Internet Services as specified in the Order (being Enterprise Internet over Metro Ethernet, IPVPN, NGN or other available Internet 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. Internet Services refers to either Enterprise Internet, Managed Internet, Secured Internet or Internet Lite.
"NGN"	Means the next generation national info-communication infrastructure provided by a third party.

“NBAP”	Means Non-Building Address Point.
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2. Internet Services

- 2.1 In relation to each Order, we will use reasonable endeavours to commence providing the Internet Services pursuant to such Order on the date of Acceptance for such Service. Such Internet 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 Service is provided to you for the sole purpose of providing to you an Internet connection and you agree that:
 - 2.2.1 You must not resell the Service or otherwise provide to third parties without our prior written consent, whether for profit or not.
 - 2.2.2 You shall not directly connect any network, cable, equipment or system of any Third Party to the Service, except as needed for the purpose stated in Clause 2.2.1 above in which event you must notify us using your written request to us for the Service prior to our issuance of the Order, and shall comply with all interface and our other specifications before making such connection.
 - 2.2.3 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.
 - 2.2.4 You shall use your own or any public DNS server for your Domain Name System (DNS) filtering. Alternatively, in the event that you wish to use SPTel's DNS server, you shall ensure that:
 - 2.2.4.1 You are not at any time providing Internet access to the public including but not limited to through WiFi.
 - 2.2.4.2 You inform SPTel if you plan to extend your current office internet access to the public by giving SPTel 30 days' written notice in advance.

- 2.2.5 You acknowledge content transmitted through the Internet in general is not confidential, we cannot and will not guarantee your privacy or protection.
 - 2.2.6 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 non-commercial) or distributing mail to any party who has not given permission to be included in the distribution.
 - 2.2.7 You must not transmit or post any content which may give rise to civil liability or otherwise violate any applicable laws, rules or regulations.
 - 2.2.8 You must not transmit any content that contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programs.
 - 2.2.9 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.
 - 2.2.10 You must not disrupt the various networks that are connected to the Service or violate the regulations, policies or procedures of such networks.
 - 2.2.11 You must not collect and/or disseminate information about others or their email addresses without their consent.
 - 2.2.12 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.
 - 2.2.13 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.
 - 2.2.14 In the event that we provide dual and diverse 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.
 - 2.2.15 Auto-trigger email alerts on detected anomalies are subjected to your internet connectivity and network condition.
- 2.3 The Service offers resilience option of "Auto Backup Port". This option is not applicable if the Service is provisioned via NGN.

2.3.1 “Auto Backup Port” provides protection on the Provider Edge (“PE”) network by auto failover to the standby port on a different PE router when the main port or link experiences a Fault. 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 main port once the fault is resolved. The “Auto Backup Port” is a secondary service to the Internet Services.

2.4 The Service offers options of “Burstable Bandwidth” and “Bandwidth on Demand”.

2.4.1 “Burstable Bandwidth” – Allows traffic surges above subscribed committed bandwidth as and when requires. To reach the peak burstable bandwidth is subjected to resource availability and physical port limitation. You will be charged based on the extra bandwidth used, in addition to the subscribed committed bandwidth.

2.4.1.1 The standard MRC will apply to your bandwidth usage up to your subscribed committed bandwidth. Additional variable charges will apply to your bandwidth usage in excess of your subscribed committed bandwidth and up to your peak burstable bandwidth;

2.4.1.2 We will measure your bandwidth usage in five minute intervals. In respect of all your incoming and outgoing Internet traffic through each port using 95th Percentile, we shall use the higher of your incoming and outgoing Internet traffic and charge a specified rate to your bandwidth usage in excess of your subscribed committed bandwidth after excluding the top 5% of your monthly traffic when arranged from highest to lowest.

2.4.2 “Bandwidth on Demand” – Allows temporary bandwidth upgrade up to ten (10) times of your subscribed bandwidth, immediately or scheduled. The availability of the bandwidth upgrade for “Bandwidth on Demand” service is subjected to resource availability and physical port limitation. The charges may be dynamic and shall be at our discretion.

2.4.2.1 You shall be fully responsible for the configuration of your equipment to interface with the changes in bandwidth in relation to the “Bandwidth on Demand” subscription.

- 2.5 Unless you subscribe to our “Burstable Bandwidth” optional service, we will not deliver your Internet traffic in excess of your subscribed committed bandwidth.
- 2.6 If a DDoS attack on your Service (provided by us) is detected by either party, and in the event that you have not subscribed to DDoSProtect Service, you may apply on demand our “DDoS Attack Mitigation” service which is subject to DDoSProtect Specific Terms.
- 2.7 We will provide the demarcation location of the Internet 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 Internet Service to be provided pursuant to an Order will be provided up to the demarcation location, or as specified in this Specific Terms or our correspondence to you pursuant to an Order. If you wish to change the address, you must notify us in writing promptly.
- 2.7.1 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.
- 2.7.2 In the event the address is located in an annex building where we are unable to gain access or provide such Service from the said building, you shall be liable for additional installation charges incurred by us and we shall not be liable for any failure, delay or default in providing the Service to the address for any reason;
- 2.7.3 Where the address does not come with a valid postal code with an unit number, such address (e.g. bus-stop, mail box, lamp post, ATM etc.) shall be treated as a NBAP order and a project feasibility study will be conducted on the additional installation costs which you will be liable to pay for the provision of the Service. The demarcation location of the Service will be provided by us and is subject to availability of resources in the installation address.
- 2.7.4 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.

- 2.8 We may install equipment and software in your premise associated to the Service. We will always maintain and own such equipment and software. The equipment will thus serve as the demarcation point for the Service provided. Upon termination of the Service, we shall be entitled to remove such equipment and software installed at your premise.
- 2.9 In the event that you wish to relocate the 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 2.8. If we are not able to approve such relocation due to technical difficulties, you may proceed to terminate the provision of Service in the General Terms, subject to the Early Termination Charge.
- 2.10 You acknowledge and warrant that you have obtained redundant service to ensure continuity of your services if the 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 and the data transfer speed.
- 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 cross-connect charges that you may have to incur in connection with the provision of the Service pursuant to such Order unless otherwise stipulated in the online quotation.
- 4.2 Charges for on-demand value added services may be dynamically generated, instead of fixed rates at the time of quotation.

- 4.3 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.
- 4.4 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.
- 4.5 You are responsible for all incidental charges related to accessing, provisioning, maintaining, repairing, replacing and removing the Service at / from your location(s).
- 4.6 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 providing ready access to our authorised personnel to your premises and associated facilities as well as complying with any requirements imposed by the relevant building management body for the purposes of installation, management, configuration and repair of the 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;
- 5.1.2 providing at your own cost, suitable space and appropriate conditions including power supply for our equipment associated to the Service;
- 5.1.3 providing all internal wiring and sockets within your premises according to the relevant regulatory authorities and our specifications and guidelines required for the purposes of the installation of the Service.
- 5.1.4 providing your own cross-connects to connect the 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 to which such Order relates;
- 5.1.5 any activity (including operation, maintenance and management) beyond our demarcation location;
- 5.1.6 patching and maintenance of your cross-connects from our demarcation to your equipment;

- 5.1.7 procuring and maintaining, at your own expense, all and any equipment or software you need to implement and use the Service, unless otherwise agreed in writing with us;
- 5.1.8 ensuring that any terms and conditions of use of the Service are brought to the attention of, and complied with by, any person that you permit or allow to use the Service, and you shall indemnify us against any and all claims from such persons arising from the said use.
- 5.2 You shall not tamper, modify, damage and/or remove any equipment that may cause interruption, disruption, instability and/or congestion to the 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 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.
- 5.4 We shall be responsible for the maintenance of the Service pursuant to an Order up to the demarcation location.
- 5.5 Either Party detecting a Fault in the 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 customer portal.
- 5.6 We may, in our absolute discretion and without notice to you, trigger a black hole if necessary to prevent any harm or imminent harm (such as interruption, disruption, congestion, signal leakage and/or any unauthorised action) to our network or the networks of third parties.
- 5.7 You acknowledge and agree that the technical means by which we supply the Service is entirely at our sole discretion.
- 5.8 We shall be entitled to conduct such audits and tests, at our cost, on the 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 Internet Services

- 6.1 The provision of the Service pursuant to any Order does not give you any right, title or proprietary interest in the Internet Services.

- 6.2 Except as expressly permitted under this Specific Terms or an Order, you must not grant any third party any right to use any Internet Services that has been provided to you.

7 Termination Rights supplementing the General Terms

- 7.1 Where the provision of the Internet Services 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 Service and you will be liable for Early Termination Charges.
- 7.2 Where the Internet Services is subscribed as a secondary service to other Services provided by us, the termination of said Services would automatically terminate the Service. In this event, an Early Termination Charge in respect of the Service may be payable.
- 7.3 Where the Service is connected through NGN, you shall be liable for Early Termination Charges and all third party charges upon termination.
- 7.4 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.
- 7.5 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.

