

SPECIFIC TERMS–METRO ETHERNET 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: <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.
“CSP”	Means Cloud Service Provider
“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).
“ME”	Means Metro Ethernet.
“ME Service” or “Service”	Means the grant to you of the right to use the Metro Ethernet service as specified in the Order (being Metro Ethernet, Cloud Connect, MetroELite, Cloud ConnectLite, or other available ME 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.
“NGN”	Means the next generation national info-communication infrastructure provided by a third party.
“NBAP”	Means Non-Building Address Point.

2. ME Service

- 2.1 In relation to each Order, we will use reasonable endeavours to commence providing the ME Service pursuant to such Order on the date of Acceptance for such ME Service. Such ME 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 ME Service is provided to you for the sole purpose of providing to you a point-to-point, point-to-multipoint or any-to-any connection and you agree that you:
- 2.2.1 shall use the ME 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 ME 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 ME Service prior to our issuance of the Order, and shall comply with all interface and our other specifications before making such connection.
- 2.3 ME Service includes Quality of Service options in the form of multiple Classes of Service (“CoS”) to help you prioritize your application traffic in the network. We shall provision the default CoS as specified by us, unless otherwise specified in the Order.
- 2.3.1 If you have subscribed to the value-added service of “Flexi CoS”, you shall be responsible for all CoS configurations and shall not hold us responsible for any Quality of Service issues.
- 2.4 The ME Service is provided on a standard path by default. It offers resilience options of “Protection Path” and “Diverse Path”. These 2 options are not applicable if the Service is provisioned via NGN.
- 2.4.1 “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, 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. Will normalize to primary path once fault is resolved. “Protection Path” is a value-added service that is chargeable and it follows the contract term of the ME Service.

- 2.4.2 “Diverse Path” provides the Service over a different network node and equipment from the standard path. Applicable charges shall apply as long as there is paired ME Services using standard and diverse paths. Upon termination or relocation of any one of the paired Services, the pairing shall be removed and the “Diverse Path” charges shall cease to apply, subject to Early Termination Charges.
- 2.5 ME Service offers options of “Burstable Bandwidth” and “Bandwidth on Demand”.
- 2.5.1 “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.
- 2.5.1.1 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;
- 2.5.1.2 We will measure your bandwidth usage in five minute intervals. In respect of all your incoming and outgoing ME traffic through each Port using 95th Percentile, we shall use the higher of your incoming and outgoing ME 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.
- 2.5.2 “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.
- 2.5.2.1 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.
- 2.6 Unless you subscribe to our “Burstable Bandwidth” optional service, we will not deliver your ME traffic in excess of your subscribed committed bandwidth.

- 2.7 We will provide the demarcation locations of the ME 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 ME Service to be provided pursuant to an Order will be between the demarcation locations 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 ME 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 ME Services 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 ME Services.
- 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.
- 2.7.5 For Cloud Connect, our demarcation is our gateway equipment facing to the CSP's network.
- 2.8 We may need to install equipment in your premise associated to the ME Service. We will always maintain and own such equipment. The equipment will thus serve as the demarcation point for the ME Service provided. Upon termination of the ME Services, we shall be entitled to remove such equipment installed at your premise.

- 2.9 In the event that you wish to relocate any of the connection points of the ME Service, you will need to obtain our prior written approval, which will be subject to a relocation charge. Any relocation is subject to the procedures as set out in Clauses 2. 1 to 2.9. If we are not able to approve such relocation due to technical difficulties, you may proceed to terminate the provision of the ME Service in the General Terms, subject to the Early Termination Charge.
- 2.10 The relocation in both points of the point-to-point ME Service shall be deemed as a termination of the provision of the ME Service and the Early Termination Charge shall apply.
- 2.11 You acknowledge and warrant that you have obtained redundant service to ensure continuity of your services if the ME 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 ME Services 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 ME service at / from your location(s).
- 4.6 The charges for Cloud Connect or Cloud ConnectLite exclude the CSP's port. We reserve the right to charge you for any Cloud platform related charges that may be applied by the CSP from time to time.
- 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 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 ME 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 ME Service;
 - 5.1.3 providing your own cross-connects to connect the ME 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 locations to which such Order relates;
 - 5.1.4 any activity (including operation, maintenance and management) beyond our demarcation location;
 - 5.1.5 patching and maintenance of its cross-connects from our demarcation to your equipment;

- 5.1.6 procuring and maintaining, at your own expense, all and any equipment or software you need to implement and use the ME Service, unless otherwise agreed in writing with us;
- 5.1.7 ensuring that any terms and conditions of use of the ME Service are brought to the attention of, and complied with by, any person that you permit or allow to use the ME 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 ME 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 ME Service pursuant to an Order in between the demarcation locations.
- 5.4 Either Party detecting a Fault in the ME 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.
- 5.5 You acknowledge and agree that the technical means by which we supply the ME Service is entirely at our sole discretion.
- 5.6 We shall be entitled to conduct such audits and tests, at our cost, on the ME 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 ME Service

- 6.1 The provision of ME Service pursuant to any Order does not give you any right, title or proprietary interest in the ME Service.
- 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 ME Service that has been provided to you.

7. Termination Rights supplementing the General Terms

- 7.1 Where the provision of a ME 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 ME Service and you will be liable for Early Termination Charges.

- 7.2 Where the ME Service is subscribed as a secondary service to other Services provided by us, the termination of said Services would automatically terminate the ME Services. In this event, an Early Termination Charge in respect of the ME Services may be payable.
- 7.3 For MetroELite, 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, Clauses 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.

