

SPECIFIC TERMS–METRO ETHERNET 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

<p>“Acceptance”</p>	<p>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;</p> <p>(ii) actual acceptance by you signing on the Service Delivery form; or</p> <p>(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.</p>
<p>“CSP”</p>	<p>Means Cloud Service Provider</p>
<p>“Fault”</p>	<p>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).</p>
<p>“ME”</p>	<p>Means Metro Ethernet.</p>
<p>“ME Service” or “Service”</p>	<p>Means the grant to you of the right to use the Metro Ethernet service as specified in the Application Form (being Unprotected, Protected 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.</p>

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 We will provide the demarcation locations of the ME Service in the Application Form. The ME Service to be provided pursuant to an Order will be between the demarcation locations as specified in the Application Form.
- 2.3 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.
- 2.4 You agree that each ME Service is provided to you for the sole purpose of providing to you a point-to-point or point-to-multipoint connection and you agree that you:
- 2.4.1 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
- 2.4.2 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 2.4.1(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 Application Form, and shall comply with all interface and our other specifications before making such connection.
- 2.5 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 2.4. 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.
- 2.6 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.
- 2.7 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. 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 ME Services 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.

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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 ME 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 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;

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

4.1.3 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 as specified in the Application Form to which such Order relates;

4.1.4 not tampering, modifying, damaging, removing and equipment that may cause interruption, disruption, instability, congestion to the ME 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;

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

4.1.6 patching and maintenance of its cross-connects from our demarcation to your equipment in accordance to standard IEC 61300-3-35 for fibre-optic connections;

4.1.7 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;

4.1.8 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.

4.2 We shall be responsible for the maintenance of the ME Service pursuant to an Order in between the demarcation location.

4.3 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 Application Form.

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

4.5 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.

5. Rights in ME Service

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

6. Termination Rights supplementing the General Terms

6.1 Material Breach for the purposes of the General Terms shall mean the aggregate duration of Faults in relation to any ME Service provided to you pursuant to such Order exceeds 72 hours in a month OR 120 hours in 3 consecutive months.

6.2 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.

6.3 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.