

## SPECIFIC TERMS – DARK FIBRE SERVICE

This Specific Terms form the agreement between you and SPTel 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:  (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 or on the Service Delivery form;  (iv) deemed acceptance when actual acceptance is not received by us within three (3) days of us informing you that the Acceptance Test is completed 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.
"Application Form"	Means the applicable application form(s) setting out the details of Service or Services provided by SPTel to you.
"Optical Dark Fibre"	Means the unlit optical dark fibre strands between two connection points as specified in the Application Form and excludes, for the avoidance of doubt, all equipment required for termination, signal processing or data transmission.
"Dark Fibre Service" or "Service"	Means the grant to you the right to use the Optical Dark Fibre 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).
"Confidential Information"	Means information as defined in the Terms of Services.
"Order"	Means SPTel's acceptance of the Customer's request for Services.
"Service Term"	Means, the period specified as such in the applicable Application Form, unless such Service is earlier terminated in accordance with the Terms of Services.
"SPTel"	Means SPTel Pte Ltd

"Terms of Services"	Means the MSA, the relevant Specific Terms, General Terms and the applicable Application Form(s).
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## **2. Application of Specific Terms**

- 2.1 This Specific Terms shall apply to each of and all the Services as specified above (whenever applied for or provided to you) in addition to any General Terms and/or Application Form except to the extent, if any, expressly excluded in the General Terms and/or Application Form.
- 2.2 In the event of any conflict or inconsistency between the Terms of Services, such conflict or inconsistency shall, in the absence of any express agreement to the contrary, be resolved in the order of priority set out below:
  - 2.2.1 the Application Form;
  - 2.2.2 the Specific Terms;
  - 2.2.3 this General Terms;

## **3. Dark Fibre Service**

- 3.1 In relation to each Order, we will use reasonable endeavours to commence providing the Dark Fibre Service pursuant to such Order on the date of Acceptance for such Dark Fibre Service. Such Dark Fibre Service will thereafter be provided for the Service Term subject to the termination clauses of this Specific Terms and the General Terms.
- 3.2 We will provide a cable path diagram in the Application Form for the Dark Fibre Service. The Dark Fibre Service to be provided pursuant to an Order will be on the paths as specified in the Application Form.
- 3.3 We will provide a cable path diagram in the Application Form for the Dark Fibre Service. The Dark Fibre Service to be provided pursuant to an Order will be on the paths as specified in the Application Form.
- 3.4 You agree that each Dark Fibre Service is provided to you for the sole purpose of providing to you a point-to-point connection and you agree that you:
  - 3.4.1 Shall use the Dark Fibre Service only for the following purposes:(1) establishing your telecommunications network;
  - 3.4.2 Shall not directly connect any network, cable, equipment or system of any Third Party to the Dark Fibre Service; and
  - 3.4.3 Shall not resell or onsell the whole or any part of the Optical Dark Fibre or the Dark Fibre Service. However, you are permitted to sell bandwidth services (in the form of layer 2 or higher functionality services) as a value added package with a defined bandwidth.
- 3.5 In the event that you wish to relocate any one (1) of the two (2) connection points of the Dark Fibre Service pursuant to an Order, you need to obtain our prior written approval.

We reserve the right to impose a charge for the relocation of any Optical Dark Fibre provided as part of any Dark Fibre Service pursuant to an Order. If:

- 3.5.1 The request for the relocation of Optical Dark Fibre will result in the Optical Dark Fibre being located outside our prevailing Network coverage;
- 3.5.2 As a result, we are not able to approve such relocation; and
- 3.5.3 you proceed to terminate the provision of the Dark Fibre Service under the General Terms,

the Early Termination Charge shall apply to such termination of the provision of the Dark Fibre Service.

- 3.6 The relocation in both points of any of the Optical Dark Fibre provided under such Order shall be deemed as a termination of the provision of the Dark Fibre Service to which such Optical Dark Fibre relates and the Early Termination Charge shall apply.
- 3.7 You acknowledge and warrant that you have obtained redundant service to ensure continuity of your services if the Dark Fibre Service pursuant to an Order were to fail.

#### **4. No Warranties**

The Service is provided “as is” and without any representation of warranty, whether express, implied or statutory. We specifically disclaim any merchantability, fitness for a particular purpose.

- 4.1 We do not guarantee:
  - 4.1.1 Continuous and uninterrupted performance of the Services and the data transfer speed.
  - 4.1.2 The security of traffic transmitted over the Service.
  - 4.1.3 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.
- 4.2 We do not warrant the accuracy, reliability or quality of any Content obtained through the Services.

#### **5. Charges**

- 5.1 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 Dark Fibre Services pursuant to such Order unless otherwise stipulated in the quotation, service agreement or application form.

- 5.2 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.
- 5.3 We reserve the right to charge you for applicable expenses reasonably 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.
- 5.4 You are responsible for all incidental charges related to accessing, provisioning, maintaining, repairing the Dark Fibre Service at your location(s).

## **6. Optical Dark Fibre Re-routing**

- 6.1 We reserve the right, at any time, to re-route the Optical Dark Fibre provided as part of any Dark Fibre Service pursuant to an Order.
- 6.2 Where we proposed to re-route the Optical Dark Fibre provided as part of any Dark Fibre Service pursuant to an Order, we will use reasonable endeavors to provide you with at least 10 Business Days' prior written notice of such rerouting.
- 6.3 We are not responsible for any attenuation loss resulting from re-routing, provided that the increase in attenuation loss shall not exceed 2db during the Service Term. If such re-routing results in any Dark Fibre Service failing to meet the technical specifications of the Optical Dark Fibre in this Specific Terms, you shall be entitled to terminate the affected Dark Fibre Service by giving at least thirty (30) calendar days' written notice to us without having to make payment of any Early Termination Charge.

## **7. Cable Diversion**

- 7.1 You acknowledge that we may, at the request of any Government Agency, private developer or such other relevant party, be required to carry out cable diversion works. We will use reasonable endeavors to notify you in writing of such cable diversion works as soon as reasonably possible. Such notification will be accompanied by the relevant documents furnished by the aforementioned parties.
- 7.2 For such cable diversion works, you acknowledge that:
- 7.2.1 the route and length of any Optical Dark Fibre provided as part of any Dark Fibre Service pursuant to an Order may change, and we will inform you of such changes (including attenuation) as soon as reasonably possible; and
- 7.2.2 there may be suspension or interruption of the provision of the Dark Fibre Services arising from such cable diversion works for which we are not responsible or liable

for under this Specific Terms or any Order, and we shall inform you of such suspension or interruption as soon as reasonably possible.

## **8. Operational Terms and Conditions**

8.1 You shall be responsible for:

- 8.1.1 patching and maintenance of your cross-connects from our demarcation location to your equipment in accordance to standard IEC 61300-3-35 for fibre-optic connections;
- 8.1.2 procuring and maintaining, at your own expense, all and any equipment or software you need to implement and use the Dark Fibre Service, unless otherwise agreed in writing with us;
- 8.1.3 ensuring that any terms and conditions of use of the Dark Fibre Service are brought to the attention of, and complied with by, any person that you permit or allow to use the Dark Fibre Service, and you shall indemnify us against any and all claims from such persons arising from the said use;
- 8.1.4 obtaining the necessary clearance for our staff to gain access to the fibre fault location and its associated facilities for the purpose of Fault resolution. If the initial repairs in respect of any Fault are temporary in nature, you shall work with us to schedule a time to make permanent repairs in respect of such Fault.
- 8.1.5 providing our authorised personnel ready access to your premises and associated facilities for the purposes of installation, management, configuration and repair of the Dark Fibre 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;
- 8.1.6 providing your own cross-connects to connect from our demarcation location to your equipment as specified in the Application Form 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
- 8.1.7 ensuring that your installation address is ready, otherwise you are advised not to submit the order. We shall not be responsible for any failure or delay in the provisioning of the service if your installation address is not ready.
- 8.1.8 any activity (including operation, maintenance and management) beyond our demarcation location.

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

- 8.3 We shall be responsible for the maintenance of the Dark Fibre Service pursuant to an Order.
- 8.4 Either Party detecting a Fault in the Dark Fibre 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 Application Form.
- 8.5 You acknowledge and agree that the technical means by which we supply the Dark Fibre Service is entirely at our sole discretion.
- 8.6 We shall be entitled to conduct such audits and tests, at our cost, on the Dark Fibre 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.
- 8.7 We reserve the right to cancel the order after 30 working days if we do not receive any response from you or you keep delaying or postponing our installation appointment(s) for the service. Cancellation or termination charge will be applicable dependent on what works has been done (eg. fibre, termination point, demarcation device or ONT).

## **9. Rights in Dark Fibre Service**

- 9.1 The provision of Dark Fibre Service pursuant to any Order does not give you any right, title or proprietary interest in the Dark Fibre Service.
- 9.2 We own the infrastructure that supports the Dark Fibre Service.
- 9.3 Except as expressly permitted under this Specific Terms or an Order, you must not grant any third party any right to use any Dark Fibre Service that has been provided to you

## **10. Termination Rights supplementing the General Terms**

- 10.1 Material Breach for the purposes of the General Terms shall mean the aggregate duration of Faults in relation to any Dark Fibre Service provided to you pursuant to such Order exceeds 72 hours in a month OR 120 hours in 3 consecutive months.
- 10.2 Where the provision of the Dark Fibre 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 Dark Fibre Service and you will be liable for Early Termination Charges.
- 10.3 Where the Dark Fibre Service is subscribed as a secondary service to other Services provided by us, the termination of said Services would automatically terminate the Dark Fibre Services. In this event, an Early Termination Charge in respect of the Dark Fibre

Services may be payable.