

SPECIFIC TERMS – INTERNATIONAL DATA CENTRE INTERCONNECT

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: <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 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.
"Charges"	Means the fees payable by the Customer for the provision of the Internet Services (including, as applicable, the One-Time Charge, the Monthly Recurring Charge and any other relevant charges)
"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
"IDCI"	Means International Data Centre Interconnect
"IDCI Service" or "Service"	Means the grant to you of the right to use the IDCI service as specified in the Order (or other available IDCI 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. IDCI Service refers to an Ethernet based point-to-point connectivity between selected data centres in various countries including Singapore, and their optional features.

"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).
"Local Carrier"	Means an in-country operator / service provider providing the Foreign Service.
"One-Stop-Shop"	Means the arrangement between SPTel and third party suppliers, in which the third party suppliers will provide the IEPL Service to you on behalf of SPTel pursuant to Single End Ordering.
"Single End Ordering"	Means ordering on your behalf the IEPL Service from the third-party supplier under the One-Stop-Shop arrangement.
"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).
"Third Party"	Means a legal entity, company or person(s) that is not a party to the Terms of Services. For the avoidance of doubt, Third Party shall not include SPTel's affiliates.

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. IDCI Service

- 3.1 In relation to each Order, we will use reasonable endeavours to commence providing the IDCI Service pursuant to such Order on the date of Acceptance for such Service. Such Service will thereafter be provided for the Service Term subject to the termination clauses of this Specific Terms and the General Terms.
- 3.2 You agree that each IDCI Service is provided to you for the sole purpose of providing to you an Ethernet based point-to-point international connection between selected data centres and you agree that you:
 - 3.2.1 Shall use the Service only for establishing your telecommunications network;
 - 3.2.2 Shall be responsible for the configuration of your network equipment such as your edge router to ensure proper function of Service and feature options and;
 - 3.2.3 Shall not directly connect any network, cable, equipment or system of any Third Party to the Service and shall comply with all interface and our other specifications before making such connection.
- 3.3 IDCI Service offers the option of “Bandwidth on Demand”.
 - 3.3.1 “Bandwidth on Demand” (“BoD”) allows temporary bandwidth upgrade of your subscribed bandwidth, immediately or scheduled. The availability of the bandwidth upgrade for BoD option is subjected to resource availability and physical port limitation. The charges may be dynamic and shall be at our discretion.

- 3.3.2 There will be disruption of the IDCI Service in the provisioning and de-provisioning of the BoD subscription. Such disruptions are considered to be scheduled and shall not count towards any Outage Minutes in the computation of Service Levels.
- 3.3.3 You shall be fully responsible for the configuration of your equipment to interface with the changes in bandwidth in relation to the BoD subscription
- 3.4 Our service demarcation will be at data centre's Meet-Me-Room ("MMR") or co-location rack where our equipment is hosted. We will provide the demarcation locations of the IDCI 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 IDCI 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.
- 3.5 You acknowledge and warrant that you have obtained redundant service to ensure continuity of your services if the IDCI Service pursuant to an Order were to fail.
- 3.6 Where Foreign Service is required (i.e. where segments of the end-to-end Services are required to be provided by foreign-end administrations, underlying or interconnecting local carriers, local loop providers and/or any other authorised providers) you shall appoint us as the agent to acquire such Foreign Service on your behalf, and you agree that the terms & conditions imposed by the Local Carrier shall also apply.
 - 3.6.1 We exclude all warranties, rights, remedies and liabilities to you or a third party for breach of contract, negligence or breach of any other law arising from the supply of the Foreign Service by the Local Carrier to you or your end user. You must indemnify us against any loss, damage, liability, cost or expense incurred by us as a result of a claim by a third party arising from the supply by the Local Carrier of the Foreign Service to you or the end user of the Foreign Service.
- 3.7 Our One-Stop-Shop (OSS) arrangement offers you a simple point of contact who will manage, your contract, single-end ordering, provisioning, maintenance and billing pertaining to the IDCI Service. Single End Ordering provided under the OSS arrangement includes, among other things:
 - 3.7.1 where applicable, the ordering and managing of Foreign Service from the Local Carrier as your agent;
 - 3.7.2 invoicing you for the Foreign Service, including taxes payable in relation to the supply of the Foreign Service; and
 - 3.7.3 following up on any faults pertaining to the Foreign Service with the Local Carrier as your agent.
- 3.8 In the event that you wish to terminate the Foreign Service, you shall separately place termination orders with us for the Service provided by us and termination orders with

the Local Carrier for the Foreign Services provided by the Local Carrier directly to you.

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 payment to the data centre operators for items including but not limited to rack space and cross-connect charges, 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, replacing and removing the IDC I Service at / from your location(s).

6. Operational Terms and Conditions

6.1 You shall be responsible for:

6.1.1 providing your own cross-connects to connect the IDC I 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;

- 6.1.2 any activity (including operation, maintenance and management) beyond our demarcation location;
 - 6.1.3 patching and maintenance of your cross-connects from our demarcation to your equipment;
 - 6.1.4 procuring and maintaining, at your own expense, all and any equipment or software you need to implement and use the IDCI Service, unless otherwise agreed in writing with us;
 - 6.1.5 ensuring that any terms and conditions of use of the IEPL Service are brought to the attention of, and complied with by, any person that you permit or allow to use the IDCI Service, and you shall indemnify us against any and all claims from such persons arising from the said use.
 - 6.1.6 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.
- 6.2 We shall be responsible for the maintenance of the IDCI Service pursuant to an Order in between the demarcation locations.
- 6.3 Either Party detecting a Fault in the IDCI 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.
- 6.4 You acknowledge and agree that the technical means by which we supply the IDCI Service is entirely at our sole discretion.
- 6.5 We shall be entitled to conduct such audits and tests, at our cost, on the IDCI 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.
- 6.6 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).

7. Rights in IDCI Service

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

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

8. Termination Rights supplementing the General Terms

8.1 Where the provision of an IDC I 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 IDC I Service and you will be liable for Early Termination Charges.

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

8.3 Where the IDC I Service is connected through third party service providers, you shall be liable for Early Termination Charges and all third-party charges upon termination.

8.4 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.

8.5 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.