

SPECIFIC TERMS–INTERNET SERVICES

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) actual acceptance by you signing digitally on the Customer Acceptance Form; (iii) deemed acceptance when actual acceptance is not received by us within three (3) days of 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.
"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
"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 "Services"	Means the right granted to you 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, Protected Internet or Enterprise Internet Lite.
"NGN"	Means the next generation national info-communication infrastructure provided by a Third Party.
"CPE"	Means any network equipment or supplies owned by SPTel used to deliver the Internet Service to Customer. This excludes any network equipment that Customer has purchased from SPTel and have been fully paid for, or is otherwise supplied by the Customer in relation to of Internet Service.
"Confidential Information"	Means information as defined in the Terms of Services.
"NBAP"	Means Non-Building Address Point.
"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. Internet Services

- 3.1 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.
- 3.2 You agree that each of the Services is provided to you for the sole purpose of providing to you an Internet connection and you agree that:
 - 3.2.1 You must not resell the Services or otherwise provide to third parties without our prior written consent, whether for profit or not;
 - 3.2.2 You shall not where applicable, directly connect any network, cable, equipment or system of any Third Party to the Services, except as needed for the purpose stated in Clause 3.2.1 above in which event you must notify us using your written request to us for the Services prior to our issuance of the Order, and shall comply with all interface and other applicable specifications as provided by SPTel before making such connection;
 - 3.2.3 You must not route any private IP addresses unless the Services are connected directly to a customer premise equipment on your premises. Only public registered IP addresses will be routed if the Services is connected to any other service provider's network;

- 3.2.4 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:
- 3.2.4.1 You are not at any time providing Internet access to the public including but not limited to through WiFi;
 - 3.2.4.2 You will inform SPTel if you plan to extend your current office internet access to the public by giving SPTel 30 days' written notice in advance;
- 3.2.5 You acknowledge content transmitted through the Internet in general is not confidential, we cannot and will not guarantee your privacy or protection;
- 3.2.6 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;
- 3.2.7 You must not transmit or post any content which may give rise to civil liability or otherwise violate any applicable laws, rules or regulations;
- 3.2.8 You must not, to the best of your knowledge, transmit any content that contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programs;
- 3.2.9 You must not make or attempt any unauthorised access to any part or component of the Services, the network or any third party systems or networks to which you can connect through the Services;
- 3.2.10 You will not intentionally disrupt the various networks that are connected to the Services or violate the regulations, policies or procedures of such networks;
- 3.2.11 You must not collect and/or disseminate information about others or their email addresses without their consent;
- 3.2.12 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;
- 3.2.13 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;

- 3.2.14 In the event that we provide dual and diverse services to the same location, you acknowledge that it shall be your responsibility to ensure applicable hardware and software configurations are in place to support active-backup solutions.
- 3.2.15 Auto-trigger email alerts on detected anomalies are subjected to your internet connectivity and network condition.
- 3.3 The Services offers resilience option of “Auto Backup Port”. This option is not applicable if the Services are provisioned via NGN.
- 3.3.1 “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 Servicesdowntime and shall not be applicable for Service Levels rebate. It will normalize to the original PE once such Fault is resolved. The “Auto Backup Port” is a secondary service to the Internet Services.
- 3.4 The Services offers options of “Burstable Bandwidth” and “Bandwidth on Demand”. This option is not applicable for Protected Internet.
- 3.4.1 “Burstable Bandwidth” – Allows traffic surges above subscribed committed bandwidth as and when required. 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.
- 3.4.1.1 The standard monthly recurring charges (“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;
- 3.4.1.2 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.
- 3.4.2 “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.

- 3.4.2.1 You shall be fully responsible for the configuration of your applicable equipment to interface with the changes in bandwidth in relation to the “Bandwidth on Demand” subscription.
- 3.5 Unless you subscribe to our “Burstable Bandwidth” optional service, we will not deliver your Internet traffic in excess of your subscribed committed bandwidth.
- 3.6 If a DDoS attack on the Services is detected by either party, and in the event that you have not subscribed to the DDoSProtect service, you may apply on demand our “DDoS Attack Mitigation” service which is subject to DDoSProtectSpecific Terms.
- 3.7 If you subscribe to Protected Internet service, you agree that:
- 3.7.1 The Services is subject to availability of resources, including but not limited to, technical capacity, our delivery systems, network availability and our area of coverage at the time at which the Services are requested or delivered.
- 3.7.2 You are responsible to provide the applicable firewall policies as pre-requisite for the activation of the Services.
- 3.7.3 We may modify and/or replace the Services by remote changes to software, and/or the terms under which the Services are provided, at our discretion, at any time provided that at least fourteen (14) days prior written notice is given to you and in the event of any modifications to the Services in relation to this clause 3.7.3, such modifications shall not materially or adversely affect(ed) the Services. Those changes may interrupt the Services. For the avoidance of doubt, in the event such modifications as specified above (i) will likely or has materially or adversely affect(ed) the Services or (ii) causes interruption to the Services that materially or adversely affects the Customer, the Customer shall be entitled to terminate the Services with seven (7) days prior notice and shall pay SPTel, the applicable fees and charges up to and including the date of termination with no further liabilities to SPTel.
- 3.7.4 We are not the manufacturer of the Services and that we shall not be responsible for any manufacturer’s defects or any loss or damage arising out of such manufacturer’s defects, even if we supplied the Services.
- 3.8 Upon successful subscription of the Protected Internet Service, you would be entitled to access our online system(s) via a single user ID as provided by us which will include information regarding such firewall security events. You may request access for additional users for a fee.

- 3.9 We will provide the demarcation location of the Internet Service to you pursuant to an Order or where applicable, 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.
- 3.9.1 The address must be registered to an existing and valid unit address within your premises and cannot be an open area or space within your premises.
- 3.9.2 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 Services to the address as a result of this clause 3.9.2;
- 3.9.3 Where the address does not come with a valid postal code with a 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 Services. The demarcation location of the Services will be provided by us and is subject to availability of resources in the installation address.
- 3.9.4 If you request a change of the demarcation location and this results in a change in original serving Distribution Point ("DP") or serving node, such request will constitute a termination of the Services and the Early Termination Charge shall apply. Where the Services are connected through NGN, in addition to such Early Termination Charge, you shall be liable to pay us any and all applicable amounts imposed by a third party arising from and in connection with such termination as substantiated by the relevant invoices from such third parties.
- 3.10 We may install equipment and software in your premise associated to the Services. We will always maintain and own such equipment and software. The equipment will thus serve as the demarcation point for the Services provided. Upon termination of the Services, we shall be entitled to remove such equipment and software installed at your premise.
- 3.11 If you request to change the system configuration of the Services, including but not limited to these soft changes of VLAN, Port Interface and IP address configurations, of SPTel equipment such as router, any failure to the Services due to changes to the system configurations requested by you is your sole responsibility. Any Charges for rectifying such failure caused by such changes in the system configuration will be borne by you.

3.12 In the event that you are using Wi-Fi in office.

3.12.1 Data transfer speed may be affected by, which is outside the scope of SPTel's responsibility, performance characteristics and location of any wireless devices used to receive the Services, including but not limited to distance, physical environment such as walls, pillars, tunnels, walkways, reflective surfaces, compatibility of Wi-Fi standards between devices, encryption standards, interference of other electronic devices and/or congested wireless channels;

3.12.2 We will not be liable for any delay or failure in performance under these Specific Terms resulting from matters beyond our control. The Services may occasionally be affected by interference caused by objects beyond our control such as buildings, underpasses and weather conditions. When this happens, we will not be responsible for any interruption or disruption of the Services or if you cannot access or use the Services.

3.13 Once the router password is released to you, you will be solely responsible for the management of the CPE. The point of demarcation for our responsibility is up to the point just before the cable physically connects to the CPE. You shall pay us our prevailing on-site support Charges when we provide you with any on-site support for the CPE (including CPE configuration). Any additional on-site support will be subject to resource availability.

3.14 In the event that you wish to relocate the Services, 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 3.1 to 3.8. If we are not able to approve such relocation due to technical difficulties, you may proceed to terminate the provision of Services in the General Terms, subject to the applicable Early Termination Charge as set out in Schedule C.

3.15 You acknowledge and warrant that you have obtained redundant service to ensure continuity of your services if the Services pursuant to an Order were to fail.

4. No Warranties

The Services are 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 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 Services with reasonable prior notification. The provisioned route may be different from the initial route assigned during the planning phase.
- 4.1.3 Any traffic delays or other changes to traffic caused by the applicable and implemented firewall policies as provided by you for the purposes of the Services.
- 4.1.4 Cybersecurity events not detected or protected by us.
- 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 Services pursuant to such Order unless otherwise stipulated in the quotation, service agreement or application form.
- 5.2 Charges for on-demand value added services may be dynamically generated, instead of fixed rates at the time of the Order.
- 5.3 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.
- 5.4 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.
- 5.5 You are responsible for all incidental charges related to applicable accessing, provisioning, maintaining, repairing, replacing and/or removing the Services at /from your location(s) except where such access, provision, maintenance, repair, replacement and/or removal to/of the Services arises due to the fraudulent actions, gross negligence and/or wilful misconduct on the part of SPTel.

6. Operational Terms and Conditions

6.1 You shall be responsible for:

- 6.1.1 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 Services pursuant to an Order at such times as may be reasonably requested by us. Any delays due to the failure of you to provide such access shall not constitute a material breach on our part of the relevant Order;
- 6.1.2 providing at your own cost, suitable space and appropriate conditions including power supply for our equipment associated to the Services;
- 6.1.3 providing all internal wiring and sockets within your premises according to the relevant regulatory authorities and specifications and guidelines as provided by SPTel required for the installation of the Services.
- 6.1.4 providing your own cross-connects to connect the Services 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;
- 6.1.5 any activity (including operation, maintenance and management) beyond our demarcation location;
- 6.1.6 patching and maintenance of your cross-connects from our demarcation to your equipment;
- 6.1.7 procuring and maintaining, at your own expense, all and any equipment or software you own and need, to implement and use the Services, unless otherwise agreed in writing with us;
- 6.1.8 promptly notifying us in writing of any damage to, or loss, theft or destruction of the CPE. You shall be responsible for and shall indemnify us against any and all costs and expenses incurred by us in making good or replacing the damaged, lost, stolen or destroyed CPE except where such costs and expenses arises due to the fraudulent actions, gross negligence and/or wilful misconduct on the part of SPTel.
- 6.1.9 the care of the CPE. You shall not at any time move the CPE to a location other than the location from where it is to be installed and shall not change, deface, obscure or remove any label or markings attached to the CPE except with our prior written consent.

- 6.1.10 maintaining the CPE in accordance with the guidelines, instructions or specifications provided to you. You shall bear any and all repair and replacement costs of the CPE (excluding normal wear and tear) except where such costs and expenses arises due to the fraudulent actions, gross negligence and/or wilful misconduct on the part of SPTel. The CPE replacement costs where applicable shall be based on the prevailing market rate of the CPE.
- 6.1.11 providing us with the names and contact details of any individuals authorised to act on your behalf for Services management matters.
- 6.1.12 assuring that only you or your designated users will access the Services and that you and all your users shall not share user IDs, passwords or other methods for accessing the Services with individuals who are not the designated users of the access provided by us.
- 6.1.13 taking all reasonable steps to prevent unauthorised access to the Services.
- 6.1.14 ensuring that any terms and conditions of use of the Services are brought to the attention of, and complied with by, any person that you permit or allow to use the Services, and you shall indemnify us against any and all claims from such persons arising from the said use except where such claims arise due to the fraudulent actions, gross negligence and/or wilful misconduct on the part of SPTel.
- 6.1.15 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 If you become aware of any use of the Services that violates this Specific Terms, you must take prompt action to suspend your use of the Services. We may ask you to take reasonable action within a reasonable time period. If you fail to reasonably comply with our request, we may suspend your account.
- 6.3 Where you require a change to your Services' policy settings, you may request additions, deletions, or modifications to your Services either on the customer portal or via an application form and. Such requests shall be subject to additional charges.
- 6.4 You shall not tamper with, modify, damage and/or remove any CPE which may result in interruption, disruption, instability and/or congestion to the Service. You shall not be eligible for any Service Credit Rebate if you breach this Clause 6.4 and shall be liable for all applicable costs incurred to replace any such damaged and/or missing CPE.
- 6.5 Any IP addresses allocated by us to you in connection with the Services 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 with reasonable prior written notice to you.

- 6.6 We shall be responsible for:
- 6.6.1 the provision of the Services and maintenance of the Services pursuant to an Order up to the demarcation location;
 - 6.6.2 any activity (including operation, maintenance and management) up to the demarcation location; and
 - 6.6.3 taking all reasonable steps to prevent interruptions or unavailability to the Services.
- 6.7 Either Party detecting a Fault in the Services or any Party's cross-connects shall notify the other Party as soon as reasonably possible. Our contact details will be provided in our Services handover document. Your contact details shall be set out in the customer portal.
- 6.8 We may, in our absolute discretion and to the extent permitted by circumstance, provide you with written notice prior to triggering 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. Where it is not reasonably practicable for us to notify you in advance of the triggering of the black hole as set out above, we shall, to the extent permitted by circumstance, notify you of the black hold being triggered as soon as reasonably practicable thereafter.
- 6.9 You acknowledge and agree that the technical means by which we supply the Services is entirely at our sole discretion.
- 6.10 We shall be entitled to conduct such audits and tests, at our cost, on the Services pursuant to an Order on such dates and times as shall be agreed between the Parties in writing (which the Parties shall not unreasonably withhold or delay), for the purpose of ensuring that the terms of this Specific Terms and the applicable Order are strictly adhered to.
- 6.11 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 Internet Services

- 7.1 The provision of the Services pursuant to any Order does not give you any right, title or proprietary interest in the Internet Services. Any software provided to you or made available for your use under the applicable Order is licensed only, is subject to any accompanying license agreement, and as between you and us, we retain title in all copies of such software. You do not obtain title to, or ownership of, any intellectual property rights in the software or any copies thereof.
- 7.2 Except as expressly permitted under this Specific Terms or an applicable Order, you must not grant any Third Party any right to use any Internet Services that has been provided to you.

8. Termination Rights supplementing the General Terms

- 8.1 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 Services and you will be liable for the applicable Early Termination Charges.
- 8.2 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 Services. In this event, an Early Termination Charge in respect of the Services may be payable.
- 8.3 Where the Services are connected through NGN, you shall be liable for the applicable Early Termination Charges and all applicable Third Party charges upon termination.
- 8.4 The minimum period of the Services shall be indicated in the Order. Unless otherwise agreed to in writing, when the minimum period of Service expires, the Services 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 the Services or the renewed term.
- 8.5 Without limiting the foregoing and where applicable, Clause 6 will survive any expiration or termination of the Services. Upon the effective date of termination of the Services for any reason: (a) all rights granted to you under these Specific Terms, including your right to use the Services, will immediately terminate; (b) you must stop all use of the Services, and (c) each Party must return or, if such Party request, destroy all Confidential Information.