

SPECIFIC TERMS–IMPLS 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: <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
"CSP"	Means Cloud Service Provider.
"IMPLS"	Means International Multi-Protocol Label Switching.
"IMPLS Service" or "Service"	Means the grant to you of the right to use the IMPLS service as specified in the Order (or other available IMPLS 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. IMPLS Service refers to either IMPLS Layer 2, IMPLS Layer 3, and their optional features.

"Local Access"	Means a local transmission capacity connecting the customer site to (a) the Provider Edge (PE) router in the same country as the customer site; or (b) an international gateway which is, in turn, connected to the PE router in another country. Where the Local Access is connected through NGN or other third-party service providers, 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.
"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).
"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. IMPLS Service

- 3.1 In relation to each Order, we will use reasonable endeavours to commence providing the IMPLS Service pursuant to such Order on the date of Acceptance for such IMPLS Service. Such IMPLS 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 IMPLS Services is provided to you for the sole purpose of providing to you an any-to-any or hub and spoke connection and you agree that:
 - 3.2.1 You shall use the IMPLS Service only for the following purposes:(1) establishing your telecommunications network; (2) selling managed network services (in the form of layer 3 or higher functionality services) as a value-added package with a defined bandwidth;
 - 3.2.2 You be responsible for the configuration of your network equipment such as customer edge router to ensure proper function of IMPLS Service and feature options and;
 - 3.2.3 You not directly connect any network, cable, equipment or system of any Third Party to the IMPLS service, except as needed for the purpose stated in Clause 2.2.1 above in which event you must notify us using your written request to us for the IMPLS Service prior to our issuance of the Order, and shall comply with all interface and our other specifications before making such connection.
- 3.3 The Service will comprise of Local Access connecting to a main port on the Provider Edge (“PE”) network. For IMPLS Layer 3 Service, “Remote Site Access” is an option to Local Access and it uses Internet link with IPSec encryption to connect to IPSec gateway on the PE network. We shall provision the Local Access or Remote Site Access as specified in the Order.

- 3.4 IMPLS 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.
- 3.5 If you require multiple VPNs for IMPLS Layer 3 Service or multiple VLANs for IMPLS Layer 2 Service, our value-added services of “VPN Creation” or “VLAN Creation” is applicable for each additional VPN or VLAN respectively. You must display responsible behaviour on the usage of the additional VPN or VLAN, failing which we may suspend, or terminate such VPNs or VLANs immediately and Early Termination Charges shall apply.
- 3.6 IMPLS Layer 3 Service offers resilience options of “Auto Backup Port” or “IPSec Backup”. These 2 options are not applicable if the Service is provisioned via NGN.
- 3.6.1 “Auto Backup Port” provides protection on the PE network by auto failover to the standby port on a different PE router when the main port or Local Access experiences a Fault. A separate Local Access is required to connect to the Auto Backup Port.
- 3.6.2 “IPSec Backup” provides protection on the PE network by auto failover to an Internet link with IPSec encryption connecting to IPSec gateway on the PE network, when the main port or Local Access experiences a Fault.

These resilience options do not guarantee network performance on the failover route and switch over time is not attributable to service downtime and shall not be applicable for Service Levels rebate. It will normalize to main port and Local Access once the fault is resolved. The resilience options are secondary services to the IMPLS Layer 3 Service.

- 3.7 We will provide the demarcation locations of the IMPLS 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 IMPLS 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.
- 3.7.1 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.
- 3.7.2 In the event the address is located in an annex building where we are unable to gain access or provide such IMPLS 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 IMPLS Services to the address for any reason.
- 3.7.3 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 IMPLS Services.

- 3.7.4 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.
- 3.7.5 For Cloud Connect, our demarcation is our gateway equipment facing to the CSP's network.
- 3.8 We may need to install equipment in your premise associated to the IMPLS Service. We will always maintain and own such equipment. The equipment will thus serve as the demarcation point for the IMPLS Service provided. Upon termination of the IMPLS Services, we shall be entitled to remove such equipment installed at your premise.
 - 3.8.1 We will supply and manage customer edge routers with additional charges for Remote Site Access and IPSec Backup options. Managed CPE Specific Terms apply for these customer edge routers.
- 3.9 In the event that you wish to relocate any of the connection points of the IMPLS 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 IMPLS Service in the General Terms, subject to the Early Termination Charge.
- 3.10 The relocation in both points of a point-to-point IMPLS Service shall be deemed as a termination of the provision of the IMPLS Service and the Early Termination Charge shall apply.
- 3.11 You acknowledge and warrant that you have obtained redundant service to ensure continuity of your services if the IMPLS Service 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 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 IMPLS 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, replacing and removing the IMPLS Service at / from your location(s).

5.5 The charges for Cloud Connect 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.

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 IMPLS 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;

6.1.2 providing at your own cost, suitable space and appropriate conditions including power supply for our equipment associated to the IMPLS 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 ensuring that any terms and conditions of use of the IMPLS Service are brought to the attention of, and complied with by, any person that you permit or allow to use the IMPLS Service, and you shall indemnify us against any and all claims from such persons arising from the said use.
- 6.1.9 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 You shall not tamper, modify, damage and/or remove any equipment that may cause interruption, disruption, instability and/or congestion to the IMPLS 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.
- 6.3 We shall be responsible for the maintenance of the IMPLS Service pursuant to an Order in between the demarcation location.
- 6.4 Either Party detecting a Fault in the IMPLS 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.
- 6.5 You acknowledge and agree that the technical means by which we supply the IMPLS Service is entirely at our sole discretion.
- 6.6 We shall be entitled to conduct such audits and tests, at our cost, on the IMPLS 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.

- 6.7 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).

7. Rights in IMPLS Services

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

8. Termination Rights supplementing the General Terms

- 8.1 Where the provision of an IMPLS 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 IMPLS Service and you will be liable for Early Termination Charges.
- 8.2 Where the IMPLS Service is subscribed as a secondary service to other Services provided by us, the termination of said Services would automatically terminate the IMPLS Services. In this event, an Early Termination Charge in respect of the IMPLS Services may be payable.
- 8.3 Where the IMPLS Service is connected through NGN or 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.