

## **SPECIFIC TERMS – MANAGED CUSTOMER PREMISES EQUIPMENT (CPE) 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 date of your activation of the Service; or  (ii) 30 days after the date of shipment of the Equipment associated with the Service.
"Customer Premises Equipment" or "CPE"	Means hardware and software provided by us and located on your premises.
"Equipment"	Means hardware and software provided by us and not located on your premises.
"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).
"Service"	Means the hardware maintenance and the managing of Managed CPE services provided by us.
"Service Location"	Means the address or location indicated on the Application Form at which the Services would be provided.
"Software"	Means the software integrated into the Managed CPE or any other equipment provide by us.

## **2. Managed CPE Service**

- 2.1 In relation to each Order, we will use reasonable endeavours to commence providing the Managed CPE Services pursuant to such Order on the date of Acceptance for such Managed CPE Services. Such Managed CPE Services 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 Service to the address/ locations as stated in the Application Form. If you wish to change the address / locations, you must notify us in writing promptly.
- 2.3 SPTel connectivity service is a pre-requisite for the Managed CPE Service. You may apply for connectivity access through us.
- 2.4 We will install CPE in your premise and will always maintain and own such equipment. Upon termination of the Managed CPE Services, we shall be entitled to remove such equipment installed at your premise. CPE selection is based on the throughput and your requirements at each location based on the information that you provide. In the event that the information that you provided with respect to your requirement is not accurate, we reserve the right to upgrade you to the appropriate CPE at the current rack rates for that tier of service. If you dispute the upgrade, we will have the right to restrict the Service to the licenced amount until the dispute is resolved.
- 2.5 You may upgrade to higher tier of service at any time and there will be no Early Termination Charges. However, downgrading to a lower tier of Managed CPE Service is subject to our absolute discretion and Early Termination Charges will apply. For avoidance of doubt, any upgrade to a higher tier of service will result in a new term of the contract, which shall commence on the date of the upgrade.
- 2.6 You agree that:
  - 2.6.1 You must not resell the Service or otherwise provide to third parties without our prior written consent, whether for profit or not.
  - 2.6.2 You must inform us if you wish to directly connect any network, cable, equipment or system of any Third Party to the Managed CPE Service and shall comply with all interface and our other specifications before making such connection. You must ensure that such Third Party services are available and working properly.
  - 2.6.3 If you subscribe to any Third Party services directly, you shall be responsible for adhering to the Third Party's terms of service. In no event shall we be responsible for any of the Third Party's performance of the service which you subscribed directly.

- 2.6.4 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.
- 2.6.5 You must not make or attempt any unauthorised access to any part or component of the Service, the network or any third party systems or networks to which you can connect through the Services directly or otherwise.
- 2.6.6 You must not disrupt the various networks that are connected to the Service or violate the regulations, policies or procedures of such networks.
- 2.6.7 You agree not to disable or defeat any capacity-limiting feature of the Managed CPE, or otherwise use the CPE at a greater capacity rate than the rate for which you have subscribed. You agree not to use the CPE with any unsupported hardware or software.
- 2.6.8 You acknowledge that we do not warrant or give any guarantee on data transfer speed, performance, or any other aspect of the Service.
- 2.6.9 You shall at all times keep the CPE free from all levies, attachments, liens, encumbrances, charges and other debts. If any claim is made against the CPE, you shall give us immediate written notice of the claim and shall fully indemnify and hold us harmless from and against any costs, damages and expenses that may be incurred by us in defending or responding to any such claim.
- 2.6.10 You assume and shall bear all risks of any loss, theft, damage and destruction of the CPE from any and every cause from the date of delivery until the date of repossession, collection or return to us.
- 2.6.11 You shall promptly notify 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.
- 2.6.12 You shall not move the CPE to a location other than the location to which it was delivered and shall not change, deface, obscure or remove any label or markings attached to the CPE except with our prior written consent.
- 2.6.13 You must keep the CPE in a suitable place and appropriate conditions for the CPE, including any necessary electrical power supply. You must also keep such CPE in good condition in accordance with the guidelines, instructions or specifications given to you. You shall bear all repair and replacement costs of the CPE.
- 2.7 The Services exclude all cabling works. You may request that we carry out certain cabling works and such cabling works shall be subject to our prior written consent and

subject to our standard and then prevailing time and material Charges for such cabling works.

- 2.8 Before the commencement of the Service, we may determine that a site survey is necessary or you may require us to carry out a site survey and in all cases, such site survey shall be subject to our standard and then prevailing Charges, which shall be mutually agreed prior to the site survey.
- 2.9 During installation, we are not obliged to render any services apart from installation of the Managed CPE in a properly licensed computer environment, and you will not hold us liable for any loss (including loss of data, business or profits), damage or system failure arising thereof. You will ensure and be solely responsible for obtaining all requisite licences and consents for your computer system, including any and all software used therein.

### **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 Service 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.
- 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 Service at your location(s).
- 3.5 All orders are non-cancellable and all amounts paid are non-refundable.

### **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 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 Service;
- 4.1.3 providing all internal wiring and sockets within your premises according to the relevant regulatory authority's and our specifications and guidelines required for the purposes of the installation of the Service.
- 4.1.4 providing your own cross-connects to connect the 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 location as specified in the Application Form to which such Order relates;
- 4.1.5 not tampering, modifying, damaging, removing and equipment that may cause interruption, disruption, instability, congestion to the 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;
- 4.1.6 any activity (including operation, maintenance and management) beyond our demarcation location;
- 4.1.7 ensuring that any terms and conditions of use of the Service are brought to the attention of, and complied with by, any person that you permit or allow to use the Service, and you shall indemnify us against any and all claims from such persons arising from the said use.
- 4.2 If you become aware that any use of the Service that violates the requirements of Clause 4.1 above, you must take prompt action to suspend the user's use of the Service. We may ask you to take action within a certain time period. If you fail to comply with our request we may suspend your account.
- 4.3 Any IP addresses allocated by us to you in connection with the Service will remain our 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.
- 4.4 Either Party detecting a Fault in the Service 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.
- 4.5 You acknowledge and agree that the technical means by which we supply the Service is entirely at our sole discretion.
- 4.6 We shall be entitled to conduct such audits and tests, at our cost, on the 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. You acknowledge and agree that we may use, on an aggregated, non-individually-identifiable basis, all information regarding networking characteristics, usage, performance and related data involved in your use of the Service.

- 4.7 The Service is not designed, intended, authorized, or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury; any such use or inclusion by you is fully at your own risk.
- 4.8 You acknowledge that we may change the Service, CPE and Equipment either by physical replacement or by remote changes to software or firmware, and/or the terms under which the Service, CPE and Equipment are provided, at our discretion, at any time. Those changes may interrupt the Service.
- 4.9 You may request to have a copy of the password to access the CPE:
  - 4.9.1 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.
  - 4.9.2 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.
- 4.10 Equipment which are not supplied by us will not be supported by us. We are not responsible for 3rd party services or equipment which you connect to the Managed CPE. If there is CPE replacement, your 3rd party service provider is required to be present to avoid any disruptions to your operations. We will not be liable for any charges or damages as a result of the CPE replacement.
- 4.11 You acknowledge and agree that we are not the manufacturer of the CPE and that we shall not be responsible for any CPE defects or any loss or damage arising out of such defects, even if we supplied the CPE.
- 4.12 Any Service failure due to changes to the system configurations requested by you is your sole responsibility. Any Charges for rectifying such failure caused by you or any third parties will be borne by you.

## **5 Export Control [APPLICABLE ONLY FOR SOFTWARE FROM USA]**

- 5.1 You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of

the applicable territory, and that diversion contrary to applicable export control laws is prohibited.

- 5.2 You represent that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) you will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.
- 5.3 The Software and accompanying documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by or for the U.S. Government shall be governed solely by the terms and conditions of this Agreement.
- 5.4 You agree that you will not transfer any products to the countries prohibited by the U.S. Treasury Department list or the U.S. Commerce Department and acknowledge that we may suspend our performance under this Agreement to the extent required by laws applicable to either party.

## **6 Rights in Managed CPE Service**

- 6.1 The provision of the Managed CPE Service pursuant to any Order does not give you any right, title or proprietary interest in the Managed CPE Service or any intellectual property rights to the Software.
- 6.2 Except as expressly permitted under this Specific Terms or an Order, you must not:
  - 6.2.1 grant any third party any right to use any Managed CPE Service that has been provided to you;
  - 6.2.2 modify, adapt, alter, disassemble, reverse engineer, decompile, disassemble, or attempt to derive the source code for the Service (including the Managed CPE), except to the extent that such activities are required to be permitted under applicable law;
  - 6.2.3 remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of the Software, or its or their suppliers affixed or contained on or within any CPE or Equipment.

Without limiting the foregoing, any Software provided to you or made available for your use is licensed only, is subject to any accompanying license agreement, and as

between you and us, we retain title in all copies of the Software, and you do not obtain title to, or ownership of, any intellectual property rights in the Software or any copies thereof.

## **7 Termination Rights supplementing the General Terms**

- 7.1 Where the provision of the Managed CPE 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 Managed CPE Service and you will be liable for Early Termination Charges.
- 7.2 Where the Managed CPE Service is subscribed as a secondary service to other Services provided by us, the termination of said Services would automatically terminate the Managed CPE Services. In this event, an Early Termination Charge in respect of the Managed CPE Services may be payable.
- 7.3 The minimum period of Service shall be indicated in the Application Form. 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 60 days prior to the expiry of the minimum period of Service or the renewed term.
- 7.4 You acknowledge that upon such termination of the Managed CPE Services, maintenance of all CPE will cease and we will not be liable for any damages and claims resulting from the loss of maintenance Services.
- 7.5 Where you elect to continue the Services on a month to month basis and not an annual basis upon the expiry of the initial term, the hardware maintenance of the Managed CPE shall lapse, as the maintenance of the Managed CPE Hardware is only renewed on an annual basis.
- 7.6 Without limiting the foregoing, Clause 4, 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.

**IN WITNESS WHEREOF, this Specific Terms was executed by the duly authorized signatories of the Parties on the date above written.**



**SPTel**

By:  
Name:  
Title:  
Date:

**Customer**

By:  
Name:  
Title:  
Date:

## **SCHEDULE A: ACCEPTANCE TEST**

The Acceptance Test consists of the following:

- Basic functionality (power supplies, interfaces all working)
- Integration (connected to SPTel connectivity and working)

We will perform the above Acceptance Test prior to the Service handover and the result will be submitted with the Service Delivery form for your acknowledgement.

The bill start date for the Monthly Recurring Charge will commence from the date of Acceptance as defined in the Specific Terms.

**SCHEDULE B: CHARGES**

<b>No.</b>	<b>Item</b>	<b>Charges</b>
1.	One-Time Charge	Refer to Application Form.
2.	Monthly Recurring Charge	Refer to Application Form.
3a.	Early Termination Charge for cancellation/termination of Order before Service commencement	One-Time Charge (if not yet paid) plus all costs and third party liabilities incurred by us as of date of termination.
3b.	Early Termination Charge for termination during Service Term	All Monthly Recurring Charges payable for the remainder of the Service Term.

We reserve the right to charge for any ancillary services relating to the provision of the Services. Charges will be provided to you in a rate card whenever requested. Your agreement to these charges will be sought prior to the commencement of the Services.

**SCHEDULE C: SERVICE LEVEL AGREEMENT**

1. We will provide you with Service Level ("SLA") Targets and Rebates as follows:

**Service Delivery (CPE only)**

Service Delivery is defined as the date mutually agreed between you and us to deliver the service. We have a standard service delivery lead time, however express service delivery option is available at extra charge with the final date to be agreed mutually with you.

**MTTR (CPE only)**

We will use reasonable endeavours to restore the Service within 6 hours, on average in a calendar month, which includes getting access to the location.

The above MTTR does not include events beyond our reasonable control, including the acts or omissions of third parties.

2. The MTTR will be calculated based on the sum of all Fault restoration time instances for a Service during a calendar month, divided by the total number of Faults on that Service in that month.
3. The MTTR SLA Targets (and the Service Credit Rebate) will only apply to Faults in respect of which you have made a report and opened an incident ticket with us. The Fault restoration time used to calculate the MTTR starts when an incident ticket is opened by us. We will not be obligated to maintain this SLA if you have connected Third Party services to the CPE and impacted the performance of the CPE.
4. You will be entitled to a Service Credit Rebate against the Monthly Recurring Charge where a Service to which the SLA applies failed to be met by us within the specified time period, as set out in the tables below.

Service Type	Service Level Targets	Service Credit Rebates (% of Monthly Recurring Charge)
Service Delivery (CPE only)	By mutually agreed date	5% per business day delayed
MTTR (CPE only)	6 hours	Exceeded by      Service Credit 

5. A Service Credit Rebate will be applied against your account for the calendar month immediately following the month in which the Fault occurred and is capped at twenty

percent (20%) of one (1) month's MRCs for each affected CPE Service per month. Service Credit Rebates may not be transferred or applied to any other account.

6. To receive a Service Credit Rebate, you must submit your request within 30 days after the month in which the MTTR Service Level was not met.
7. Notwithstanding anything herein, the calculation of whether a Service Level is met or not, and shall not take into account Faults or other delays arising from or in connection with any of the following:
  - a) Scheduled maintenance;
  - b) Acts or omissions of you or of any Third Party, or any network, cable, equipment or system connected by you or any Third Party;
  - c) Force majeure (as set out in the General Terms) or an inability to gain access to the location for fault isolation and restoration due to your direct or indirect act, omission or negligence.