

## STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

### MANAGED SD-WAN

These are our Service Specific Terms & Conditions for Managed SD-WAN and together with any other terms and conditions that you and we have agreed or accepted from time to time, they form the Agreement between you and StarHub.

#### 1. How you may be Eligible for the Services

- 1.1 In order to subscribe to the Services, you must:
  - 1.1.1 be a business or corporate entity.
  - 1.1.2 not have, at the time of application of the Services, any outstanding accounts with us that are due and owing to us.
- 1.2 We will provide the Services stated in the application form as may be agreed by us from time to time.
- 1.3 You must, at all times, provide us with such information as may be necessary or desirable for us to provide you with the Services.
- 1.4 We reserve the right to immediately stop the Services with or without notice to you, if we determine in our absolute discretion that the provision of such Services will or may affect the infrastructure of the Services and/or the Network. We will not be liable to you or any third party for the foregoing.
- 1.5 We may choose not to accept your application at our discretion.

#### 2. Providing the Services

- 2.1 The commencement date for the provision of the Service which you have indicated in the application form shall be known as the RFS date as defined in paragraph 2.5 below
- 2.2 Our provision of the Services is conditional on you making commercially reasonable efforts to cooperate with our reasonable requests, including providing us required access to the Premises in order for us to configure, install and operate the SD-WAN CPE. We will issue a Subscription Account to you and allow you to use the Services in accordance with these terms and conditions.
- 2.3 The Solution or 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 our prevailing time and material Charges for such Works.
- 2.4 You agree that we may charge additional Charges at our then prevailing rates in the event we carry out:
  - 2.4.1 any work outside our business hours (i.e. Mondays to Fridays from 9am to 6pm, excluding public holidays), except that this paragraph 2.4.1 shall not apply to any Services supplied on a 24 hour, 7-day a week basis; and/or
  - 2.4.2 works outside the scope of the Services.
- 2.5 Where you request that we provide any Works within a specific period, we shall, in consultation with you, determine the commencement date for the provision of the Services and this date will be known as the ready for service ("**RFS**") date. We have the right to start charging you based on the indicated RFS date. The RFS date will be stated in our application form. We reserve the right to change the RFS date without liability.

2.6 Service acceptance is either:

2.6.1 Actual acceptance by you; or

2.6.2 If no acceptance is given by you, deemed acceptance when we inform you that the provisioning or traffic migration is complete and you have not, within 2 days of informing you, rejected the Service in writing on the basis that the Service does not meet the specifications.

2.7 We will: (i) provide support to you through our hotline for the purchased Services at no additional charge; and (ii) use commercially reasonable efforts to make the Services available within the mutually agreed Services Level Agreement, except for: (a) planned downtime and scheduled upgrades; or (b) any unavailability caused by circumstances beyond our reasonable control, including acts of God, requirements of any governmental or regulatory authority, war, national emergency, acts of terrorism, accident, fire, lightning, equipment failure, cyber-attacks (including any type of offensive manoeuvre that targets computer information systems, infrastructure, computer networks or personal computer devices), computer software or Software malfunction (including due to malicious software programmes), interception of online communication, identity theft, electrical power failure, faults, interruption or disruption of the Network or the networks of other Services Providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) or epidemics of infectious diseases.

2.8 We may update the functionality and user interface of the Services from time to time (i) if agreed within the mutually agreed scope; or (ii) at our sole discretion and we have no obligation to provide the same.

### **3. Minimum Period of Services**

3.1 The initial Minimum Period of Services for each Service shall be 36 continuous months (or such other period as may be agreed by us and stated in the application form) from the RFS date. Upon the expiry of the initial Minimum Period of Services, the Services will be renewed automatically for subsequent additional terms of the same duration on the terms and conditions of this Agreement unless either party gives the other party at least 30 days' written notice of termination prior to the expiry of the then current period.

3.2 In computing whether or not you have fulfilled the Minimum Period of Services, any period for which the Services is suspended or ceased will not be counted. If the Services is suspended or ceased and subsequently reactivated, the Minimum Period of Services will be automatically extended by such period of suspension or cessation.

3.3 If we agree to any changes to the Services as requested by you (including any upgrade to the Services) or the renewal of the Services, we are entitled to require the Minimum Period of Services to be re-commenced from the date the Services is changed or renewed.

### **4. Suspension of Access**

4.1 In addition to any other suspension or termination rights that we may have under this Agreement, certain extraordinary circumstances may require us to suspend or terminate the Services, as we may determine in our discretion. Such circumstances include the failure to pay the Subscription Fee for 2 consecutive months. In such instances, we may suspend or terminate your access to and/or use of, or otherwise modify, the Services and/or any part of it, without notice to you, in order to: (i) prevent damages to, or degradation of the integrity of our Network; (ii) comply with any law, regulation, court order, or other governmental request or order; or (iii) otherwise protect ourselves from potential legal liability or harm to our reputation or business. We will endeavour to notify you of the reason(s) for such suspension or termination action as soon as reasonably practicable. If we suspend the Services, we will promptly restore your access to the Services as soon as the event causing the suspension has been resolved as determined in our discretion. Nothing in this Agreement may limit our remedies or act as a waiver of our rights in any way with respect to any of the foregoing activities. We will not be responsible for any loss or damages incurred by you which is caused by any termination or suspension of access to or use of the Services under this paragraph.

## **5. Your Obligations in respect of the CPE**

This paragraph 5 describes your obligations in respect of the CPE.

- 5.1 You will allow us access to your Premises during regular business hours, and will, at no cost to us, provide any reasonable cooperation or assistance that we may request or require (including appropriate installation location and reasonable access to and use of electricity on your Premises) in order for us to install, maintain and operate the CPE on such premises during the Term, and to remove the CPE following the end of the Term upon request at a mutually agreed price.
- 5.2 During the Term and such reasonable period thereafter as we may require to remove the CPE from your Premises, you will not, and will not permit any other person to: (i) interfere with or prevent the operation of the CPE; (ii) remove the CPE from the location where it is installed; or (iii) modify, tamper with or disassemble the CPE, or attempt to do any of the above.
- 5.3 While on your Premises, the CPE will at all times remain your sole property, and you will take reasonable measures to secure the CPE against loss or theft. Such measures must not be less stringent than security measures you normally take to safeguard similar property belonging to you.
- 5.4 You shall be solely responsible and shall ensure that:
  - 5.4.1 there is sufficient space, including a proper rack, mounting space or desk, for the CPE and its installation;
  - 5.4.2 there is sufficient working area for access to the CPE and for installation of the CPE;
  - 5.4.3 there is an appropriate power socket and feed within 5 feet of the CPE, with no obstruction to the CPE;
  - 5.4.4 there is an appropriate LAN, WAN, or telecommunication line outlet(s) pre-laid and cabled within 5 feet of the CPE, with all necessary cabling and patch cord correctly labelled and laid within reasonable distance to the respective ports;
  - 5.4.5 there is sufficient air-conditioning for the CPE, for example, alternating current (AC) and direct current (DC) supplies, surge suppression, uninterruptible power supply (UPS) capacity and circuit current capacity;
  - 5.4.6 there is sufficient and appropriate power distribution boxes, power socket, power feed, conduits, groundings, lightning protection, connectors and associated hardware for the CPE;
  - 5.4.7 the space for the installation of the CPE meets appropriate environmental conditions, for example, a raised floor, drop-down ceiling and cleanliness; and
  - 5.4.8 we can access the relevant area.

## **6. Other Obligations**

- 6.1 Further obligations and responsibilities in respect of each of the Services, including the respective specific scope of work for each Service, may be set out in separate terms and conditions to be agreed between you and us.

## **7. Managed Services Scope of Work**

- 7.1 StarHub will maintain all Service-related hardware and Software that it provides ("Managed Services") if subscribed by you together with the Services.
- 7.2 Hardware break-fix/maintenance is included with the CPE provided by StarHub according to the service tier at each site, as per application form.

- 7.3 Software is maintained remotely by StarHub. Routine updates are downloaded to the remote device during agreed maintenance periods. Emergency patches may be downloaded outside of the agreed periods. StarHub will notify the customer in advance should this be necessary.
- 7.4 As part of providing the Managed Services to you, unless otherwise agreed, StarHub will:
- 7.4.1 Provide 24x7 real-time fault monitoring of the managed SD-WAN appliances using standard SNMP management tools, events logging, SD-WAN management consoles and actively polling the CPEs;
  - 7.4.2 Provide pro-active incident notifications to customers and incident management according to the agreed support and escalation process;
  - 7.4.3 Provide equipment replacement according to the RMA policies with the SD-WAN vendor;
  - 7.4.4 Maintain and manage the configuration for all CPE;
  - 7.4.5 Perform software upgrades and patch management for SD-WAN, whenever StarHub deems necessary and under a pre-agreed maintenance window with the customer;
  - 7.4.6 Provide customer with read-only access to the SD-WAN management console; and
  - 7.4.7 Review and perform configuration change requests across the managed SD-WAN network (CPE) as may be agreed.
- 7.5 StarHub includes 2 configuration changes per managed SD-WAN site per year that you can utilise across your managed SD-WAN network. This applies for standard configuration change requests which do not impact the overall SD-WAN architecture or functionality. Once these are consumed, additional configuration change requests may be charged by StarHub.
- 7.5.1 The configuration change requests will be reviewed and executed in a pre-agreed maintenance window with you, who must be able to confirm the success of the change request execution. The change request execution lead time is 72 hours. Shorter lead times are possible, depending on resource availability, but not guaranteed.
  - 7.5.2 The change request will be executed during StarHub business hours. In case the configuration change needs to be executed outside of business hours, the activity will be charged accordingly. Emergency change requests (implementation is required sooner than StarHub's communicated lead time) will be charged accordingly.
  - 7.5.3 StarHub will review the change request and – if deemed to have an architectural change impact – will involve the pre-sales and technical leads, as appropriate. All change requests will be chargeable at an additional cost. Examples may include (but are not limited to): (a) architecture and engineering design changes; (b) large network changes that require project management and technical lead assessment; (c) management of hardware including additions, removals and replacements (excluding RMAs); (d) changes requiring multiple maintenance windows to accomplish; (e) changes that take more than 2 hours of engineering time (including assisting you in performing the UAT after change); and (f) changes that require a physical visit to the your location.
- 7.6 Managed Services covers support for configuration changes and normal change requests directly related to the Services only and does not include total re-configuration of the already configured Services, third-party devices configuration or support for third-party product related issues.
- 7.7 You acknowledge and accept that the performance of the Services is dependent and conditional on the performance of the underlying Internet connection and IP/leased circuit connection that you use in relation to the Service.

## **8. Reservation of Rights**

- 8.1 We expressly reserve all rights in the Services and all materials provided by us under this Agreement, that we have not specifically granted to you. You acknowledge that all rights, title and interest in the Services and all materials provided by us under this Agreement, any update, adaptation, translation, customisation or derivative work and all intellectual property rights will remain with us (or third-party suppliers, if applicable). You further acknowledge that the Services and all materials provided by us under this Agreement are licensed on a subscription basis and are not "sold" to you.

## **9. Customer Data**

- 9.1 You are solely responsible for the accuracy, appropriateness and completeness of all Customer Data. We will use the Customer Data provided in performing the Services on an "as is" basis, and we will not be responsible for reviewing, validating or otherwise confirming the accuracy, appropriateness or completeness of Customer Data. You must ensure that the persons providing the Customer Data have agreed to their personal and other data being used for the marketing, research and market assessments, where applicable.
- 9.2 You are solely responsible for obtaining all necessary third-party consents and making all required third-party disclosures in accordance with applicable law regarding data or information (including any personally identifiable information) collected by us through the Cloud Services or CPE from third parties.
- 9.3 You may control the Customer Data stored by the Services including, at any time, by deleting all or part of the Customer Data stored on the Services.
- 9.4 You agree that you will not upload or transmit any Customer Data:
- 9.4.1 that you do not have the lawful right to copy, transmit, distribute, and display (including any Customer Data that would violate any confidentiality or other obligations);
  - 9.4.2 that you do not have the consent or permission from the owner of any personally identifiable information contained in the Customer Data;
  - 9.4.3 that infringes or otherwise violates any intellectual property or other proprietary rights or any privacy rights of any third party (including any copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);
  - 9.4.4 that is false or misleading;
  - 9.4.5 that is defamatory, obscene, or offensive; or
  - 9.4.6 that violates, or encourages any conduct that would violate any applicable law or regulation or would give rise to civil or criminal liability.

## **10. Customer Support**

We will provide the following standard customer support to you:

- 10.1 You will have access to the Managed Services Operating Centre Helpdesk Support.
- 10.2 We will use commercially reasonable efforts to correct any failure of the Services to substantially conform to its expected operation, provided that we will not be required to provide a correction for all such non-conformities.
- 10.3 We may update the Services in our sole discretion. We may from time to time schedule downtime for maintenance and upgrades.

## **11. Paying for the Solution or Services**

- 11.1 You must pay us the Charges. The Subscription Fee shall be payable each calendar month during the Term or where the payment milestone so dictates, and we shall invoice you for the same.
- 11.2 From time to time, we may prepare and send you, at the contact information on file with us, invoices for any Charges that have become due and payable under this Agreement. Unless otherwise expressly stated in an invoice, you must pay all invoiced amounts within 30 business days of the invoice date.
- 11.3 You may not withhold or set off any amounts due under this Agreement. We reserve the right to suspend your access to the Services until all due amounts are paid in full. We may charge you interest on the outstanding amount at 1.5% per month from the date the outstanding amount was due and payable and calculated on a daily basis or at such other rates as we may prescribe from time to time. Alternatively, we may charge you the standard late payment Charge as we may prescribe from time to time.

## **12. Confidentiality & Proprietary Information**

- 12.1 For the purposes of this paragraph 12, you will be the "**Recipient**", we will be the "**Discloser**", and "**Confidential & Proprietary Information**" includes all information disclosed by the Discloser to the Recipient during the Term of this Agreement and marked as "**confidential**" or "**proprietary**" or which a reasonable person would understand to be confidential or proprietary, provided that (i) all parts of the Solution or Services, whether marked as "**confidential**" or "**proprietary**" or not; and (ii) the terms of this Agreement, will be considered to be our Confidential & Proprietary Information. Confidential & Proprietary Information does not include: (a) information already known or independently developed by the Recipient outside the scope of this Agreement by personnel not having access to any Discloser's Confidential & Proprietary Information; (b) information that is publicly available through no wrongful act of the Recipient; or (c) information received by the Recipient from a third party who was free to disclose it without confidentiality obligations.
- 12.2 The Recipient agrees that during and after the Term, it shall not:
  - 12.2.1 disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own personnel, affiliates or agents on a "need to know" basis, and to such other recipients as the Discloser may approve in writing;
  - 12.2.2 use Confidential & Proprietary Information of the Discloser except to exercise its rights or perform its obligations under this Agreement; and
  - 12.2.3 alter (including removing) any Confidential & Proprietary Information of the Discloser.
- 12.3 The Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as the Recipient uses in safeguarding its own confidential information of a similar nature, but the Recipient shall exercise reasonable care in any event.
- 12.4 Upon the earlier of the Discloser's written request or the termination or expiration of this Agreement, and regardless of whether a dispute may exist, the Recipient shall return or destroy (as instructed by the Discloser) all Confidential & Proprietary Information of the Discloser in the Recipient's possession or control and cease all further use. Notwithstanding the foregoing, the Recipient may disclose the Discloser's Confidential & Proprietary Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient immediately notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

- 12.5 The Recipient acknowledges that violation of the provisions of this paragraph 12 would cause irreparable harm to the Discloser which is not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available to prevent any actual or threatened violation of such provisions.

### **13. Warranty and Liability**

- 13.1 You represent and warrant that you will use and receive the Services in accordance with applicable laws.

- 13.2 The Services (including any installation or support Services) and CPE are provided on an "as is" and "as available" basis. You agree that you use the Services and CPE or rely on any Content obtained through the Services at your sole risk. To the fullest extent allowed by the law, we do not give any assurances, guarantees, or warranties, either express or implied, in relation to such Services, CPE or Content. In addition, we will not be liable for any delay or failure to provide the Services and the CPE, or any interruption or degradation of the quality of the Services which may arise from the following:

13.2.1 an act or omission of an underlying carrier, Services Provider, vendor or other third party;

13.2.2 equipment, network or facility failure;

13.2.3 equipment, network or facility upgrade or modification;

13.2.4 force majeure events such as acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and governmental actions;

13.2.5 equipment, network or facility shortage;

13.2.6 equipment or facility relocation;

13.2.7 Services, equipment, network or facility failure caused by the loss of power to you;

13.2.8 any act or omission by you or any person using the Solution, Services or Equipment provided to you;

13.2.9 any third party's Services, equipment, software, network or facility; and/or

13.2.10 any other cause that is beyond our control, including a failure of or defect in any Equipment, the failure of an incoming or outgoing communication, and the inability of communications to be connected, completed, or forwarded.

- 13.3 Specifically, we do not warrant:

13.3.1 that the Services, the Software or any equipment (which we provide to you, including the Equipment) will not cause any harm to your applications, equipment, hardware, software, networks or Content;

13.3.2 the accuracy, reliability or quality of any Content obtained through the Services or that defects in any Software will be corrected; and/or

13.3.3 that the Services and access to them are error-free, secure, uninterrupted, or available at all times.

- 13.4 Except as set out in this Agreement, we expressly exclude all other liability we may have to you, including all liability in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for our benefit and that of the Services Providers whose networks are connected to each other or to the Network, all companies, directly or indirectly owned, wholly or partly owned or controlled by us or any of these parties, and all their officers, employees, contractors and agents or anyone else to whom we or these parties are responsible ("**the Relevant Parties**") and whether it relates to anything caused by or resulting from anything we and/or any of the Relevant Parties do or omit or delay in doing (even if done, omitted or delayed fraudulently, wilfully, recklessly, maliciously or negligently), whether or not it is contemplated or authorised by any agreement you have with us.
- 13.5 Neither we nor any of the Relevant Parties is liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, or any loss of profits, revenue, business and/or anticipated savings, even if caused fraudulently, wilfully, recklessly, maliciously or negligently.
- 13.6 If any of the exclusions set out in this paragraph 13 does not apply, our liability will not exceed the lower of (i) your preceding month's Charges applicable to the Services in question or (ii) S\$5,000/- for any event or for any series of connected events. Further, our aggregate liability in any 12-month period will not exceed the lower of (a) your preceding 12-months' Charges applicable to the Services in question or (b) S\$10,000/.
- 13.7 The exclusions of liability above do not apply to any liability for death or personal injury resulting from our negligence or to any liability which cannot be lawfully excluded or restricted under the Unfair Contract Terms Act (Cap. 396).
- 13.8 The relevant Affiliate providing the Services or carrying out the actions set out in this Agreement shall be responsible for its acts or omissions.

#### **14. Ending and Suspending the Services**

- 14.1 In addition to the rights either party may have against the other party under this Agreement for any antecedent breach of this Agreement and subject to the provisions of this paragraph 14, this Agreement or the Services hereunder may be terminated by either party giving at least 30 days' written notice to the other party.
- 14.2 If you give us notice that ends during the applicable Minimum Period of Services pursuant to paragraph 14.1 above, early termination Charges equivalent to the total outstanding payment, if any, and the aggregate of the monthly recurring Charges for the remainder of the unfulfilled Minimum Period of Services, shall apply.
- 14.3 If you terminate the Services at any time during the Minimum Period of Services for any reason whatsoever, including failing or refusing to pay the Charges as and when due, you must immediately pay us the early termination Charges equivalent to the total outstanding payment, if any, and the aggregate of the monthly recurring Charges for the remainder of the unfulfilled Minimum Period of Services.
- 14.4 Either of us may, in addition to other relief, suspend or terminate this Agreement if the other party breaches any material provision in this Agreement and does not correct such breach within 15 days after receiving the notice to correct such default or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Either party shall be considered to be in default if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within 30 days.
- 14.5 If you fail to pay us any money due to us under this Agreement by the due date of the relevant invoice, we shall be entitled to suspend or terminate the Services by giving you 1 day's written notice.
- 14.6 If you give us notice to terminate this Agreement or Services that ends during the applicable Minimum Period of Services, or if we terminate this Agreement or Services due to your default prior to the expiry of the applicable Minimum Period of Services, you shall be liable:
- 14.6.1 for all Charges for the Solution or Services accrued up to the date of termination which includes the full period of the last billing cycle without any pro-rata (and there shall be no refunds of any advance Charges made by you in respect of the Services);



- 14.6.2 to pay or refund us a sum of moneys equal to any and all discounts, subsidies, waivers and rebates given by us to you up to the date of termination; and
  - 14.6.3 for all claims, damages, losses and liabilities which we may suffer because of the early termination, including any and all unrecoverable costs imposed by us by a third party relating to the early termination.
- 14.7 Upon termination or expiration of this Agreement for any reason:
- 14.7.1 all rights and obligations of both parties (except for your payment of all sums owing, including any Subscription Fees), including all licenses granted hereunder, shall immediately terminate except as provided below;
  - 14.7.2 within 30 days after the termination date, each Party must comply with the obligations to return or destroy all Confidential Information of the other Party under paragraph 12 (Confidential & Proprietary Information); and
  - 14.7.3 in respect of the OPEX CPE, you will, if we inform you to do so: (i) immediately return the CPE to us; or (ii) within 30 days following the termination or expiration of this Agreement, provide us with such reasonable cooperation and access to your Premises for us to remove the CPE; (iii) uninstall the CPE so that the CPE is in a condition suitable for collection by us; and/or (iv) sell or otherwise deal with or dispose of the CPE in such manner as we deem fit.

## 15. Other Legal Matters

### 15.1 Indemnity

- 15.1.1 You agree to fully defend, indemnify and hold us harmless, including our employees, officers, directors and affiliates against any and all liability (including damages, recoveries, deficiencies, interest, penalties and reasonable legal fees) to third parties (including any clients, the Singapore government and provincial taxing authorities) relating to:
  - 15.1.1.1 Customer Data;
  - 15.1.1.2 your breach of any of your obligations, representations or warranties under this Agreement;
  - 15.1.1.3 the operation of the CPE on your premises; and/or
  - 15.1.1.4 your use or receipt of the Services or by third parties on your behalf, including in combination with any third-party software, application or Services.

## 16. Meanings

This paragraph sets out how certain words and phrases are used in this Agreement. Terms used but not defined in these Services Specific Terms & Conditions shall have the respective meanings given to them in the Business General Terms & Conditions.

### 16.1 What these words mean in this Agreement

- 16.1.1 **“Agreement”** means these terms and conditions, any other terms and conditions otherwise agreed between us in writing, the Business General Terms & Conditions, as well as any other proposal, quotation or statement of work that may be provided by us.
- 16.1.2 **“Charges”** means the amounts payable by you to us, including the Subscription Fee.
- 16.1.3 **“Cloud Services”** refers to the cloud security subscription or cloud networking subscription provided by us under this Agreement, with or without an agent installed at the Premises and which you use to obtain the Services.

- 16.1.4 **"Confidential & Proprietary Information"** shall have the meaning set out in paragraph 12.1.
- 16.1.5 **"CPE"** refers to the customer premises equipment provided by us under this Agreement installed or to be installed at the Premises and which you use to obtain the Services. Such CPE may be either: (i) CAPEX CPE, where you own the CPE; or (ii) OPEX CPE, where we provide the CPE to you as part of the Services, but ownership of the CPE resides with us at all times and the CPE must be returned to us upon expiry or termination of the Services.
- 16.1.6 **"Customer Data"** means any data provided, or made accessible to us, by you.
- 16.1.7 **"Discloser"** shall have the meaning set out in paragraph 12.1.
- 16.1.8 **"Premises"** means the property bearing the Services Address, which is owned or occupied by you and is connected to the Network.
- 16.1.9 **"Recipient"** shall have the meaning set out in paragraph 12.1.
- 16.1.10 **"Services Address"** refers to the address of the Premises at which we agree to provide the Services to you.
- 16.1.11 **"Services"** refers to all Managed SD-WAN Services that may be provided by us.
- 16.1.12 **"Start Date"** means the start date of the Services.
- 16.1.13 **"Subscription Account"** means a subscription account issued by us to you pursuant to the terms and conditions of this Agreement.
- 16.1.14 **"Subscription Fee"** means a charge in the amount and the frequency indicated in this Agreement in connection with your ongoing access to and use of the Services.
- 16.1.15 **"Term"** means the term of this Agreement consisting of the Minimum Period of Services set out in this Agreement and includes any subsequent renewals as provided for in this Agreement or as may be agreed to by the Parties in writing.
- 16.1.16 **"the Relevant Parties"** shall have the meaning set out in paragraph 13.4.
- 16.1.17 **"Works"** means any work which you request us to perform and we agree to perform in relation to the equipment or Services.
- 16.1.18 **"you"** means the customer who subscribes to the Services.