

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
CROSS-CONNECTION BUNDLING SERVICE

These are our Service Specific Terms & Conditions for the Cross-Connection Bundling Service, 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 Service

- 1.1 In order to subscribe to the Service, you must comply with all the following requirements:
- 1.1.1 you must have a new or existing subscription to StarHub's Business Internet and/or local connectivity services in a Data Centre;
 - 1.1.2 your Cross-connection application must be new;
 - 1.1.3 at the time of application, you must not have any outstanding accounts with us that are due and owing to us; and
 - 1.1.4 the Service must be offered on the following new or existing StarHub Business Internet and/or local connectivity services:
 - 1.1.4.1 IP Transit (SiX);
 - 1.1.4.2 Internet Lease Line Access;
 - 1.1.4.3 Switched Ethernet Internet Service;
 - 1.1.4.4 Ethernet Lease Line Access;
 - 1.1.4.5 Super Direct Service; or
 - 1.1.4.6 Dark Fibre,(each such service on which the Service is provided, an "**Underlying Service**").
- 1.2 You must, at all times, provide us with such information as may be necessary or desirable for us to provide you with the Service.
- 1.3 We may choose not to accept your application at our discretion.
- 1.4 For the avoidance of doubt, we will not accept requests to relocate existing Cross-connection.

2. Providing the Service

- 2.1 In addition to paragraph 1.3 above, we reserve the right not to accept or proceed with your application if:
- 2.1.1 the application form submitted by you is not duly completed and signed;
 - 2.1.2 you fail to provide us with the information as required under paragraph 1.2 above;
 - 2.1.3 we determine that we are unable to provide the Services due to any of the reasons as stated in paragraph 5.5 below; or

- 2.1.4 we discover that (i) you have failed to provide any equipment or resource as we may request; or (ii) have not provided them under the operating conditions and specifications stipulated by us for the proper performance of the Service or for the installation, operation and maintenance of the Service.
- 2.2 When we accept your application form for the Service, we will notify you of the commencement date for the provision of the Service and this date will be known as the ready for service ("**RFS**") date. The RFS date is conditional upon the site survey and approval of the works by the Service Provider, which shall be within 1 month from the application date. We reserve the right to change the RFS date without liability.
- 2.3 If we are unable to provide the Service by the RFS date, then you may either:
- 2.3.1 cancel that part of the Service which we are unable to provide by the RFS date, without being liable to pay any cancellation Charges; or
- 2.3.2 accept that part of the Service which we are ready to provide, and pay for the same at our prevailing rate(s).

This shall be your sole and exclusive remedy and you shall have no claim against us for our failure to provide the Service by the RFS date. We have no further liability to provide the Service by the RFS date.

- 2.4 If you request to defer the provision of the Service to a date after the RFS date we originally agreed to, you will be liable to pay a reservation fee at our prevailing rate(s).
- 2.5 If you cancel your application for the Service before the RFS date, you shall pay us our prevailing cancellation Charges, which shall be 100% of the recurring subscription Charges for the Minimum Period of Service.

3. Minimum Period of Service

- 3.1 The initial Minimum Period of Service for the Service is the period from the commencement date as determined in accordance with paragraph 4.1 below, until the end of the initial minimum period of service of the Underlying Service. Upon the expiry of the initial Minimum Period of Service, the Service will be renewed automatically on a monthly basis unless either party gives the other party at least 90 days' written notice of termination prior to the expiry of the then current period. Each time the Underlying Service is renewed for a further minimum period of service, the Minimum Period of Service for the Service will be correspondingly extended.
- 3.2 In computing whether or not you have fulfilled the Minimum Period of Service, any period for which the Service is suspended or ceased will not be counted. If the Service is suspended or ceased and subsequently reactivated, the Minimum Period of Service will be automatically extended by such period of suspension or cessation.
- 3.3 If we agree to any changes to the Service as requested by you (including any upgrade to the Service) or the renewal of the Service, we are entitled to require the Minimum Period of Service to be re-commenced from the date the Service is changed or renewed.

4. Duration of Service

- 4.1 The Service under this Agreement will commence on the RFS date as notified by us to you in accordance with paragraph 2.2 above.
- 4.2 This Agreement will continue until terminated according to the provisions of this Agreement.

5. Scope of the Service

- 5.1 We will provide the Service to you according to the particulars set out in the application form. We shall not be responsible if any of the particulars provided by you in the application form is incorrect, false and/or incomplete.
- 5.2 You may request us to change, from time to time, the Service particulars set out in the application form, subject to our written agreement and your payment of the prevailing administrative fee chargeable by us. If there is such change, the subscription Charges payable and the particulars of the Service will be amended accordingly. For the avoidance of doubt, you will continue to be liable for the payment of such revised subscription Charges pursuant to paragraph 8.1 below.
- 5.3 The Service depends on the interconnection between your network and our Network via the local and/or international leased circuit connection (as may be applicable). However, the Service does not include the provision of our local and international leased circuit connection. You shall be solely responsible at your own cost and expense (i) to procure and maintain the local and/or international leased circuit connection subscription (as may be applicable) with us; and (ii) for providing all equipment, hardware, software and power supply necessary to connect to and use the Service.
- 5.4 In addition, you acknowledge and agree that unless we otherwise agree in writing, we are not responsible for providing any support, whether technical or otherwise, to any of your networks which are connected to or used in conjunction with the Service.
- 5.5 You acknowledge and agree that availability of the Service is subject to:
- 5.5.1 availability of the Service Provider's resources, including network availability, materials and manpower at the time at which the Service is requested or delivered; and
 - 5.5.2 provisioning time for the Service. Such provisioning time will be determined by the Service Provider and may be changed by them without us being liable to you.

6. Using the Service

- 6.1 You are responsible for ensuring your applications, equipment, hardware, software and networks meet the minimum system requirements of the Service as we may determine from time to time, and that they are compatible and may properly function and inter-operate with the Service. We will not be liable for any Service or network failure or performance issues resulting from non-compliance with such requirements.
- 6.2 You must ensure that all applications, equipment, hardware, software or networks connected to or used with the Service are connected and used in accordance with:
- 6.2.1 all applicable instructions, safety and security procedures applicable to the use of such applications (or as the case may be, equipment, hardware, software or networks); and
 - 6.2.2 all instructions, notices and directions as we may determine from time to time.
- 6.3 The Service may not be compatible with certain applications, equipment, hardware, software or networks. We will not be responsible for any failure, disruption or interference in the Service or such applications, equipment, hardware, software or networks which may arise from your use of the Service in conjunction with such applications, equipment, hardware, software or networks.

7. Your Responsibilities

- 7.1 You agree that you shall:

- 7.1.1 provide accurate and complete particulars and information to us and such particulars and information will be set out in the application form;
- 7.1.2 provide an authorisation letter as requested for application verification by the Service Provider if necessary;
- 7.1.3 where applicable, allow the Service Provider to connect to and/or access your network, systems and/or equipment under the scope of the Service and perform the necessary management action that it deems reasonably necessary in the execution of the Service; and
- 7.1.4 acknowledge and understand that if you do not fulfil your obligations or provide the necessary information as provided in this Agreement, then the Service may be degraded or we may not be able to provide the Service to you.

8. **Paying for the Service**

- 8.1 You are liable to pay a recurring subscription Charge for the Service at the prevailing prescribed rate(s). You will be billed in advance for the subscription Charge at monthly intervals or such intervals as we may decide.
- 8.2 Billing and payment disputes that may be raised by you will be treated in accordance with our Business General Terms & Conditions.
- 8.3 We shall have the right to revise the Service Charges upon giving you written notice.

9. **Additional Charges**

- 9.1 There will be additional Charges:
 - 9.1.1 for provision of the Service or installation outside our normal scope or hours of work; and
 - 9.1.2 if the Services requested by you are provided at a greater cost than what we would normally incur because of the materials used or the expedited installation of Services requested (subject to our prior written approval).

In these cases, we will notify you of the additional Charges before the Service and/or installation starts.

- 9.2 If you report a fault and either no fault is found or we determine that the fault is not due to our Network, installation or configuration, then you must:
 - 9.2.1 pay us a fee for the fault report at our prevailing rate; and
 - 9.2.2 reimburse us for all other costs (including labour and transport charges) incurred by us for attending to your request.

9.3 **Liability**

- 9.4 The Service (including any installation or support Service) is provided on an "as is" and "as available" basis. You agree that you use the Service or rely on any Content obtained through the Service 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 Service or Content. In addition, we will not be liable for any delay or failure to provide the Service, or any interruption or degradation of the quality of the Service which may arise from any of the following:

- 9.4.1 an act or omission of an underlying carrier, Service Provider, vendor or other third party;

- 9.4.2 equipment, network or facility failure;
 - 9.4.3 equipment, network or facility upgrade or modification;
 - 9.4.4 force majeure events such as acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and governmental actions;
 - 9.4.5 equipment, network or facility shortage;
 - 9.4.6 equipment or facility relocation;
 - 9.4.7 service, equipment, network or facility failure caused by the loss of power to you;
 - 9.4.8 any act or omission by you or any person using the Service provided to you or Equipment provided to you;
 - 9.4.9 any third party's service, equipment, software, network or facility; and/or
 - 9.4.10 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 or completed, or forwarded.
- 9.5 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 Service 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.
- 9.6 The relevant Service Provider and/or Affiliate providing the Services or carrying out the actions set out in this Agreement shall be responsible for its acts or omissions.
10. **Customer Service Warranty**
- 10.1 We offer no service level, performance commitments, or warranties for the Service.
- 10.2 Our Service demarcation ends at the Meet-Me-Room and/or Main Distribution Frame room (as may be applicable). Please note that the Cross-connection beyond our demarcation is not part of StarHub's Business Internet and local connectivity services' customer service warranties.
11. **Ending and Suspending the Service**
- 11.1 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 11, this Agreement or the Service hereunder may be terminated by either party giving at least 3 months' written notice to the other party.
- 11.2 If you give us notice that ends during the applicable Minimum Period of Service you must immediately pay us the early termination Charges equivalent to the aggregate of the monthly recurring Charges for the remainder of the unfulfilled Minimum Period of Service.
- 11.3 If the Service or this Agreement is terminated pursuant to paragraph 11.4 or 11.5 below, you will compensate us for any damages or losses we may suffer because of the termination. In addition, if

such termination occurs during the applicable Minimum Period of Service, you have to pay us the sums referred to in paragraph 11.2 above.

11.4 In the event of any of the following:

- 11.4.1 you breach any of the terms and conditions of this Agreement or any other agreement you have with us;
- 11.4.2 you become or are likely to become bankrupt or insolvent, or die;
- 11.4.3 you make any arrangement or composition with or assignment for the benefit of your creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of your assets;
- 11.4.4 the equivalent of any of the events referred to in paragraphs 11.4.2 and 11.4.3 above under the laws of any relevant jurisdiction occurs to you;
- 11.4.5 you provide incorrect, false, inaccurate or incomplete information to us;
- 11.4.6 the requirements of any relevant regulatory authority result in us having to stop providing the Service or to provide the Service in a manner which is unacceptable to us;
- 11.4.7 we believe you are likely to create imminent harm (such as interruption, disruption, congestion, signal leakage and any Unauthorised Act) to our Network or any third party's networks or systems or our provision of the Service, or defraud us, or are likely to create imminent harm or harass or are abusive to our personnel; or
- 11.4.8 for any reason beyond our control (including loss of any licence, way-leave or easement, requirements of any governmental or regulatory authority or orders by the court and cessation or failure to deliver by a third party supplier) we are unable to provide the Service,

we may suspend or terminate all or any part of the Service or terminate this Agreement with 7 working days' notice (for paragraphs 11.4.1 and 11.4.5 above) or with immediate effect (for paragraphs 11.4.2, 11.4.3, 11.4.4, 11.4.6, 11.4.7 and 11.4.8 above) in each case without compensation to you, and without prejudice to our rights to damages for any antecedent breach by you of this Agreement. You may immediately contact our business helpdesk or our account manager to tell us why such suspension or termination should not occur. We will consider each case and where we deem appropriate, will not proceed with the suspension or termination of such account or take any other appropriate action where necessary.

- 11.5 If we suspect that you are using or allowing the Service to be used for fraud, misconduct or any other illegal or improper purpose, we will refer this to the relevant authorities and comply with directions or guidelines issued by them, without notice or reference to you.
- 11.6 If and when you make good any breach or default, we may restore any suspended Service after you have paid for any reinstallation, restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending the Service.
- 11.7 If the Service is terminated, all sums due, accruing due or payable to us in respect of the Service up to the date of termination (including late payment Charges) will, upon the termination, become immediately due and payable to us.
- 11.8 In addition to paragraph 11.6 above, we reserve the right to charge you our prevailing reactivation Charges for restoring any suspended Service. Restoration of any Service is subject to our absolute discretion.

11.9 The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.

12. Other Legal Matters

12.1 Changes to this Agreement

12.1.1 We may from time to time change any of these Terms & Conditions and/or any other applicable terms and conditions for the Services you subscribe for. We may also from time to time withdraw, suspend, or change any of the Services. We will try, where we reasonably can, to give you advance notice of such changes, and we will notify you of such changes in writing or via our website, or such other form as we may decide. The display of the revised terms and conditions on our website will constitute notice of the changes and your continued use of the Service will be taken as acceptance thereof.

12.2 Matters beyond our Control

12.2.1 We will not be liable for any delay or failure in performance under this Agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, 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 Service Providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees), epidemics of infectious diseases or acts of terrorism.

12.2.2 In addition to paragraph 12.2.1 above, we will not be liable for any delay or failure in performance of the Service resulting from any delay or failure of any third party (including any supplier) to deliver or provide any facilities, infrastructure, equipment or Service to us. When this happens, we will not be responsible for any interruption or disruption of the Service or if you cannot access or use the Service.

12.3 Meanings

This paragraph 12.3 sets out how certain words and phrases are used in this Agreement. Terms used but not defined in these Service Specific Terms & Conditions shall have the respective meanings given to them in the Business General Terms & Conditions.

What these words mean in this Agreement

12.3.1 "**Cross-connection**" refers to point to point physical cable or other wiring interconnection that exits from Customer's Equipment and/or Customer's POD Equipment (as may be applicable) and connects to Starhub Demarcation Equipment within a Data Centre.

12.3.2 "**Customer**" means the subscriber for the Service.

12.3.3 "**Customer's Equipment**" refers to all network and/or computer equipment that is in the Data Centre, including equipment that is owned, leased and licensed or otherwise obtained for use by you in the Data Centre.

12.3.4 "**Data Centre**" means a Service Provider's data centre.

12.3.5 "**Main Distribution Frame**" refers to a place in a Data Centre where exchange equipment and terminations of local loops are connected.

- 12.3.6 "**Meet-Me-Room**" refers to a colocation place in a Data Centre where telecommunications companies can physically connect to one another and exchange data.
- 12.3.7 "**POD Equipment**" refers to the patch panels, DSX panels for category 5 twisted pair, coaxial, single and multi-mode fibre, or other appropriate point of demarcation equipment.
- 12.3.8 "**RFS**" shall have the meaning set out in paragraph 2.2.
- 12.3.9 "**Service**" refers to the Cross-connection provided by StarHub Ltd (Reg. No. 199802208C) as a value added service (VAS) for StarHub Business Internet and local connectivity services for Customers.
- 12.3.10 "**Service Provider**" means any third-party service provider involved in providing the Services to you, including any network operator, telecommunication service provider or data centre service provider in Singapore.
- 12.3.11 "**StarHub Demarcation Equipment**" refers to all network and/or computer equipment that is owned, leased and licensed or otherwise obtained for use by StarHub in the Meet-Me-Room and/or Main Distribution Frame room (as may be applicable) of the Data Centre.
- 12.3.12 "**the Relevant Parties**" shall have the meaning set out in paragraph 9.5.
- 12.3.13 "**Underlying Service**" shall have the meaning set out in paragraph 1.1.4.