

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

DATA SERVICES

These are our Service Specific Terms & Conditions for our Data Services, 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. Providing the Services

- 1.1 The lead time for providing and delivering the Services is subject to availability of resources. We will advise you on the relevant lead time and ready for service ("**RFS**") date for your order. The RFS date will be the date of service requested by you and agreed to by us. We do not warrant that the Services will be ready by the RFS date and reserve the right to change the same without liability to you.
- 1.2 If we are unable to provide the Services by the RFS date, we will give you a new RFS date, and you will have no claim against us for our failure to provide the Services by the RFS date.
- 1.3 If you request to defer the provision of the Services 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).
- 1.4 At all times, the provision of all our products and Services shall be subject to our and/or our third party supplier's prevailing network coverage, Service availability and availability of resources.
- 1.5 We will not be responsible for any delay and/or failure of the performance of the Services, arising and/or resulting from any delay and/or failure caused by any third party (such as a supplier), including a third party's delay and/or failure to deliver or provide any part of the Services. The Services are provided on a commercially best efforts basis.
- 1.6 If you cancel your application for the Services before the RFS date, you shall pay us our prevailing cancellation Charges, which shall be equivalent to the standard installation Charge of the Services.

2. Minimum Period of Service

- 2.1 The initial Minimum Period of Service for the Services will, depending on the type of contract for the Services, be (i) 1 calendar week (for temporary contracts); (ii) 3 calendar months (for variable term contracts); (iii) 12 calendar months (for fixed-term contracts); or (iv) such other period as may be agreed by us and stated in the application form. Where the Minimum Period of Service is 12 calendar months or more, that contract is deemed a fixed-term contract. For contracts that are not fixed-term contracts:
 - 2.1.1 where the Minimum Period of Service is stated in months, that contract is a variable term contract;
 - 2.1.2 where the Minimum Period of Service is stated in weeks, that contract is a temporary contract.
- 2.2 Upon the expiry of the initial Minimum Period of Service, the Services will be renewed automatically for a further period equivalent to that initial period unless either party gives the other party the following length of written notice of termination prior to the expiry of the then current period:
 - 2.2.1 fixed term contracts - 30 days
 - 2.2.2 variable term contracts - 14 days; and
 - 2.2.3 temporary contracts - 7 days.

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

2.4 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 Service to be re-commenced from the date the Services are changed or renewed.

3. **Duration of Services**

3.1 The types of contracts for the Services are classified based on their terms as follows:

3.1.1 fixed term contracts - for 1-, 2-, 3-, 4- or 5-year term;

3.1.2 variable term contracts - term of 3 months; and

3.1.3 temporary contracts - weekly term.

3.2 The Services under this Agreement will commence on the RFS date as notified by us to you in accordance with paragraph 1.1 and/or 1.2 above (as may be applicable), and will continue until terminated according to the provisions of this Agreement .

4. **Additional Charges**

4.1 There will be additional Charges for:

4.1.1 provision of the Services, installation of and/or Service support for the Equipment outside our normal scope of work. These include:

4.1.1.1 Services requested by you that are provided at a greater cost than what we would normally incur because of the materials used, the manner of installation or the nature of the Service Address. In these cases, we will notify you of the additional Charges before the installation starts;

4.1.1.2 work or the Services is/are performed outside our normal working hours; and

4.1.1.3 work or the Services required because of your or any third party's action, fault or negligence or because of any fault or problem associated with any other telecommunication system which you or other Service Providers control; and

4.1.2 our work done in response to your complaint of a fault in the Services if the work reveals no such fault.

5. **Customer Service Warranty**

5.1 Not all Services are provisioned with Customer Service Warranty. If you accept any of the Services which expressly provides for a Customer Service Warranty, if the Service fails or if we fail to meet an agreed delivery date for starting the Services, you agree that the compensation provided under the warranty represents a reasonable pre-estimate of all your losses. We have no further liability to you for the failure.

5.2 Your rights to claim compensation from us shall solely be as set out in the applicable Customer Service Warranty and you agree to any limits on such compensation as set out in the applicable Customer Service Warranty.

6. Additions, Changes & Cancellations

- 6.1 Applications for additional Services or request for changes to be made to existing Services must be given to us in writing. Charges may be imposed for additions, changes and cancellations.
- 6.2 For Service upgrades, the Minimum Period of Service shall commence on the Start Date of your upgraded Service, unless otherwise specified.
- 6.3 Any downgrade of the Services requires our prior written approval. Any Service downgrades within the Minimum Period of Service shall be deemed as a termination of the Services and early termination Charge(s) shall apply. You will have to pay the standard installation Charge of the Service that you have downgraded and the Minimum Period of Service commences on the Start Date of your downgraded Service, unless we specify otherwise.
- 6.4 If you cancel your application for the Services before the RFS date, you shall pay us the Charges specified in paragraph 1.6 above.
- 6.5 There shall be no rescheduling of appointment for installation under any circumstances. Otherwise, the rescheduling shall be considered a cancellation and you shall incur cancellation Charges as stated in paragraph 1.6 above.

7. Relocation

- 7.1 Relocation for both ends of any circuit will be deemed as a termination of the Services, and the relevant early termination Charges shall be payable by you if terminated within the Minimum Period of Service.
- 7.2 For hot bandwidth upgrade or relocation, a customer maintenance window will be required for testing purposes.

8. Ending and Suspending the Services

- 8.1 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 8, this Agreement or the Services hereunder may be terminated by either party giving at least 30 days' written notice to the other party
- 8.2 If you give us notice that ends during the applicable Minimum Period of Service:
 - 8.2.1 you must immediately pay us an early termination Charge as follows:
 - 8.2.1.1 Fixed term contract: the aggregate of the monthly recurring Charges for the **entire** Minimum Period of Service, regardless of how much of the Minimum Period of Service you have already fulfilled and regardless of Charges already paid;
 - 8.2.1.2 Variable term & temporary contract: the aggregate of the monthly recurring Charges for the remainder of the unfulfilled Minimum Period of Service; and
 - 8.2.2 you must immediately reimburse us for any complimentary services provided by us at the prevailing rate(s), and for any and all other discounts, waivers, and subsidies that have been received by you, unless we specify otherwise.
- 8.3 If the Services or this Agreement are/is terminated pursuant to paragraph 8.4 or 8.5 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 8.2 above.

- 8.4 In the event of any of the following:
- 8.4.1 you breach any of the terms and conditions of this Agreement or any other agreement you have with us;
 - 8.4.2 you become or are likely to become bankrupt or insolvent, or die;
 - 8.4.3 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;
 - 8.4.4 the equivalent of any of the events referred to in paragraphs 8.4.2 and 8.4.3 above under the laws of any relevant jurisdiction occurs to you;
 - 8.4.5 you provide incorrect, false, inaccurate or incomplete information to us;
 - 8.4.6 the requirements of any relevant regulatory authority result in us having to stop providing the Services or to provide the Services in a manner which is unacceptable to us;
 - 8.4.7 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 Services, or defraud us, or are likely to create imminent harm or harass or are abusive to our personnel; or
 - 8.4.8 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 Services,
- we may suspend or terminate all or any part of the Services or terminate this Agreement with 7 working days' notice (for paragraphs 8.4.1 and 8.4.5 above) or with immediate effect (for paragraphs 8.4.2, 8.4.3, 8.4.4, 8.4.6, 8.4.7 and 8.4.8 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.
- 8.5 If we suspect that you are using or allowing the Services 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.
- 8.6 If and when you make good any breach or default, we may restore any suspended or terminated Services after you have paid for any reinstallation, restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending or terminating the Services.
- 8.7 In addition to paragraph 8.6 above, we reserve the right to charge you our prevailing Charges for restoring any suspended or terminated Service. Restoration of any Service is subject to our absolute discretion.
- 8.8 If the Services are terminated:
- 8.8.1 all sums due, accruing due or payable to us in respect of the Services and if applicable, the Equipment, up to the date of termination (including late payment Charges) will, upon the termination, become immediately due and payable to us. There will be no refund of any Charges paid to us for any equipment (including the Equipment) purchased from us; and

8.8.2 you must immediately return to us all Equipment which we may have leased or rented to you in respect of the Services, in good condition. We will be entitled to charge you (i) all costs incurred in repossessing or acquiring replacement for any such Equipment which you have failed to return to us; and/or (ii) at our standard prescribed rates for acquiring a replacement for any Equipment which is returned to us in a damaged or defective condition.

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

9. Other Legal Matters

9.1 Changes to this Agreement

9.1.1 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 Services will be taken as acceptance thereof.

9.2 Meanings

This paragraph 9.2 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

9.2.1 **"IEPL"** shall have the meaning set out in paragraph 9.2.4.1.

9.2.2 **"IPLC"** shall have the meaning set out in paragraph 9.2.4.1.

9.2.3 **"RFS"** shall have the meaning set out in paragraph 1.1.

9.2.4 **"Services"** refers to the following services provided by StarHub Ltd (Reg. No. 199802208C):

9.2.4.1 end-to-end International Private Leased Circuit ("**IPLC**") Service or International Ethernet Private Line ("**IEPL**") Service which means an end-to-end or POP-to-POP (point-of-presence) international network, including the local network at both ends;

9.2.4.2 bi-lateral IPLC or IEPL Service which means the Singapore-end half circuit of the international network up to our central office, excluding the local network; and/or

9.2.4.3 Domestic Leased Circuit which means the local leased circuit with both its originating and terminating ends located locally.