

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

MANAGED CPE SERVICE

These are our Service Specific Terms & Conditions for StarHub Managed CPE 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.

How you may be Eligible for the Service

- 1.1 In order to subscribe to the Service, you must have an existing subscription of StarHub Internet, internet protocol ("**IP**") circuit, or leased circuit services.
- 1.2 We do not provide a standalone Service and will only offer and make available the Service to you concurrently with our Internet, IP circuit or leased circuit services.
- 1.3 We will provide the Service stated in the application form as may be agreed by us from time to time.
- 1.4 You must, at all times, provide us with such information as may be necessary or desirable for us to provide you with the Service.
- 1.5 We will not be liable for any Service failure, interruption or performance issues arising from the Internet, IP circuit, and/or leased circuit connection that you have procured.
- 1.6 We may choose not to accept your application at our sole discretion.

Providing the Service

- 2.1 In addition to paragraphs 1.1 and 1.6 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 1.4 above;
 - 2.1.3 we determine that we are unable to provide the Service due to any reason;
 - 2.1.4 you fail to provide us reasonable access to the Premises; or
 - 2.1.5 we discover that (i) you have failed to provide any facility 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. You may request for an RFS date in the application form, but 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 our prevailing one-time installation Charges of the Service ("**Installation Charges**"), regardless of whether or not such Installation Charges were waived or discounted.
- 2.6 Where facilities and/or resources are provided by you, we will not be responsible for any fault or issue that occurs with the provision of Services, arising from such facilities and/or resources. During Service activation, we will reasonably endeavour to ensure that the standard configuration for routing, NAT and access control list submitted to and accepted by us has been implemented in the CPE. Request for additional configuration requirement will be reviewed and we will inform you if we accept the request. Such request, if accepted, may incur an additional charge.
- 2.7 You must notify us in writing within five (5) working days if we have failed to implement the configuration you have submitted to us and which we accepted. We will correct our failures that have been brought to our attention at our own cost. The foregoing shall constitute our sole liability and your exclusive remedy for such failures.
- 2.8 Our business hours are from 9 am to 6 pm, Mondays-Fridays (excluding Saturdays, Sundays and public holidays). You may request for installation or relocation works to be carried out outside our business hours. In such a case, we shall impose an additional one-time charge ("**Non-Working Hours Charge**") based on our prevailing after-office hours installation Charge. This Non-Working Hours Charge will still be imposed if you cancel or postpone an appointment less than 2 hours from the scheduled appointment time, or if you fail to grant us access or be present at the scheduled appointment time for our FE or contractors to carry out the necessary works.
- 2.9 Service acceptance is either:
 - 2.9.1 actual acceptance by you; or
 - 2.9.2 if no actual acceptance is given by you, deemed acceptance when we inform you that the provisioning is complete and you have not, within (two) 2 days of us informing you, rejected the Service in writing on the basis that the Service does not meet the specifications.

Minimum Period of Service

- 3.1 The initial Minimum Period of Service for the Service is 12 continuous months (or such other period as may be agreed by us and stated in the application form) from the commencement date as determined in accordance with paragraph 4.1 below. Upon the expiry of the initial Minimum Period of Service, the Service will be renewed automatically on a monthly basis.
- 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 renewal of the Service, we are entitled to require the Minimum Period of Service to be recommenced from the date the Service is changed or renewed. An upgrade to the Service is not permitted if the remaining Minimum Period of Service is more than 6 months.

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 you have terminated the Internet, IP circuit, or leased circuit connection or you have terminated the Service in accordance with the provisions of this Agreement.
- 4.3 If you do renew or re-contract the Service, we may require that you change any existing CPE that you are using, or allow us to update or upgrade it as may be required.
- 4.4 Promotion rates are applicable for a limited period of time only. At the end of the applicable Minimum Period of Service, the promotional rates shall not apply and the rates shall revert to our prevailing rates (i.e. non-promotional rates) for the renewals. Please contact your StarHub account manager early for renewals.

Scope of the Service

You may choose between CPE Rental Services, CPE Monitoring, and CPE Management services, each as defined below. We will provide the Service to you according to the particulars set out in the accepted 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.

5.1 CPE Rental Services

- 5.1.1 After the initial set up, you may request for non-material changes (including a change in the configuration of your set-up) in the Service from time to time through our StarHub business helpdesk. We will review each request and inform you if we accept the request. If your request is considered to be outside the standard configuration scope, such request would be chargeable and subject to our prevailing Charges. This is subject to our sole discretion.
- 5.1.2 We will rent to you the CPE for the duration of the Service, which shall be returned to StarHub after termination of the Service, subject to StarHub's request and return requirements. You shall be responsible for the CPE in your possession and shall provide the appropriate space and power supply for the same. Any lost or damaged CPE shall be chargeable and such Charges shall be borne by you. You may contact our technical service support helpdesk if you face any hardware issues on the CPE.
- 5.1.3 You acknowledge and accept that the performance of the Service is dependent and conditional on the performance of the Internet, IP circuit, or leased circuit connection that you use in relation to the Service.
- 5.1.4 If there is a reported faulty CPE, subject to our supporting hours, our Field Engineer ("FE") will endeavour to restore the Service, as per Table 1 below. The Internet, IP circuit, or leased circuit connection (as the case may be) must be working properly before the FE can commence work on the restoration of the Service.

5.2 CPE Monitoring Services

StarHub monitors the CPE Basic IP address(es) to determine whether CPE is in an up-down condition. Equipment is considered in a down condition if the equipment fails to respond to three consecutive pings. If StarHub detects a down condition, StarHub will send an automated notice to the email address(es) designated by Customer. For avoidance of doubt, Customer is solely responsible to resolve any down conditions, and we will not be liable for any incidents, losses or damage resulting from the down conditions.

Customer will assign a Single Point of Contact (SPOC) as the primary interface for implementation of CPE Monitoring Service. The SPOC will coordinate Customer appropriate personnel for conference calls and reviews. Customer will provide StarHub with an email address for reporting down conditions. Customer is responsible for maintaining the accuracy and updating the correct email address. StarHub is not responsible if the Customer is not available or not capable of receiving a notification.

5.3 CPE Management Services

CPE Management Services functions consists of the following:

- CPE Monitoring and Fault Identification
- Fault Resolution, and
- Ongoing Configuration Management

- 5.3.1 StarHub will monitor the CPE, 7 days a week/ 24 hours per day, to identify faults within the Service Boundaries, save for any exclusions and/or suspension to the Services as set out in Item 5.5.11 below.
- 5.3.2 In providing the CPE Monitoring and Fault Identification function, StarHub will:
- 5.3.2.1 Monitor CPE interfaces utilizing SNMP techniques in-band and out-of-band.
 - 5.3.2.2 Perform diagnostic testing of CPE interfaces and isolate, sectionalize and identify faults as being physical or logical in nature.
 - 5.3.2.3 Maintain databases consisting of the logical configurations of Customer wide area network, WAN site and network connectivity, software specifications and Customer contact information.
 - 5.3.2.4 Provide incident ticket status to Customers at regular intervals.
 - 5.3.2.5 Provide annual CPE firmware upgrade and Configuration change; and
 - 5.3.2.6 Any additional firmware upgrade request would be subject to our prevailing Charges
- 5.3.3 StarHub will manage a database of specific information regarding the logical address configuration(s) of the Managed CPE and associated software specifications. StarHub will manage changes made to access lists, device passwords, and will use secured community strings for SNMP access. Configuration changes due to maintenance and moves, adds, changes or deletes ("MACDs") will be included in the database. Reloads of CPE configurations from the StarHub technical platform database will be performed by the StarHub if required as a result of major outages or system failures. StarHub may initiate software updates to Customer Equipment with prior notification to Customer.
- 5.3.4 StarHub will isolate and diagnose CPE hardware faults. StarHub will interface with vendors for engineering support, parts ordering, replacement, and fault isolation/resolution. StarHub will respond

to Customer-reported faults provided the physical failure is within the defined service boundaries of StarHub's scope as expressly set out in this Agreement and the Equipment has not been declared End of Support by vendor. Part replacements that occur during duration of Service' do not affect Customer's charges for the Service at that Site. If the issue is outside the defined service boundaries, the issue will be referred to the Customer and it will be the Customer's responsibility to resolve the issue.

Table 1: Equipment Maintenance Support Levels

Customers can choose the following different maintenance support levels for different sites where available. This flexibility will allow customization of maintenance support levels on a per-site basis.

Equipment Maintenance Support Levels		
Maintenance Level	Availability for Contact	Response Timeframe On-Site
7x24xNext Business Day	7 days x 24 hours	Next Business Day
7x24x4 Hours	7 days x 24 hours	4 hours

Under Next Business Day Maintenance Level, repair coverage is offered Monday through Friday, 8:00 a.m. to 5:00 p.m. local time. If dispatch is required, a field engineer will arrive at the Customer premises no later than 5:00 p.m. on the next business day after StarHub completes remote trouble resolution processes. Where trouble resolution processes are not completed within time for next business day dispatch, a field engineer will be dispatched to the Customer premises as soon as reasonably practical.

Under 4 Hour Maintenance Level, 24-Hour-a-Day Service, repair coverage is offered 24 hours per day, seven days per week. If dispatch is required, a field engineer will arrive at the Customer premises within four business hours of the completion of trouble resolution processes, regardless of the time of day or day of the week. Dispatch of technicians will only occur after remote trouble resolution processes have determined that the problem is in the Equipment

5.4 **Device and Parts Repair or Replacement Exclusions**

StarHub does not provide any Device or parts repair or replacements required due to: (a) repair of StarHub provided Devices by any other party and/or means than StarHub or its authorized representative, (b) unauthorized modification, alteration or changes to StarHub provided Devices by other than StarHub or its authorized representative, (c) negligence or damage other than caused by StarHub or its authorized representative, (d) abuse of products other than caused by StarHub or its authorized representative, (e) Force Majeure events, (f) connection of non-compatible equipment other than by StarHub or its authorized representative, and (g) any problems induced by other than StarHub or its authorized representative.

5.5 **SLA Exceptions and Exclusions**

StarHub is not responsible for failure to meet Equipment Maintenance Support Levels as specified in Table 1 above where StarHub failure results, in whole or in part, directly or indirectly from:

- 5.5.1 Negligence of the Customer or its representatives;
- 5.5.2 Any Force Majeure event that prevents StarHub or any such Agent, local exchange carrier or vendor from providing Service or affecting restore or repair;
- 5.5.3 Failures in performance attributed to changes with any applicable government regulations such as the hours of operation;
- 5.5.4 Failures in performance caused by any official national holiday;

- 5.5.5 Any case in which StarHub or vendor agents are available to repair within the Service Level commitment, but Customer reschedules to a different time or date);
- 5.5.6 No access (StarHub or vendor Agents are available to repair within the Service Level commitment but the Customer does not provide Site access);
- 5.5.7 Customer unavailability to accept repairs, or, for transport or logical failures, instances in which Customer requests repairs to be delayed or rescheduled for another time;
- 5.5.8 Any period during which StarHub does not have out-of-band access to a Site;
- 5.5.9 Any case in which StarHub notifies Customer's Third Party Transport vendor of a service failure, or in which Customer's Third Party Transport vendor otherwise knows or should have known of such failure, with sufficient time to repair within the metric for time to restore (based on StarHub standards for 7x24 maintenance service) and the Third Party Transport vendor fails to repair the affected service within such interval;
- 5.5.10 Interruptions or delays caused by the failure of power, equipment, services or systems (at Customer premises) not provided by StarHub including, but not limited to:
 - 5.5.10.1 UPS Backup power;
 - 5.5.10.2 Generators; or
 - 5.5.10.3 Air conditioning/Heating.
- 5.5.11 Any interruptions or delays during any period when the Customer or user has released a Service to StarHub for maintenance including maintenance windows or rearrangement purposes, or for the implementation of a Customer order;
- 5.5.12 Any interruptions or delays during any period when the Customer decides not to release the Service for testing and/or repair and the Customer continues to use the Service;
- 5.5.13 Any interruptions or delays related to the use of EOS Equipment;
- 5.5.14 Customer's NetFlow Activities; and
- 5.5.15 There are no SLAs provided for Non-Managed CPEs attached to the StarHub network. StarHub is not responsible for SLA failure caused by NetFlow activities.

Additional Charges

- 6.1 Should you require any additional functional features in the Service, you will need to submit a change management request to our StarHub business helpdesk. We will inform you whether or not we accept your request, and whether any change in CPE, on-site support or remote configuration would be necessary to meet your request. Such request would be subject to our prevailing Charges.
- 6.2 If you encounter performance issues in relation to the Service, you may inform us via our StarHub business helpdesk. We will then arrange for on-site support where we consider necessary and each occasion of on-site support will be subject to our prevailing Charges.
- 6.3 We will determine whether an on-site support is required based on the change request and reported issues relating to the Service. Additional on-site support requests are subject to our prevailing FE professional Charges as may be prescribed by us from time to time. A site survey may be required if the request requires our further evaluation. We will use our commercially reasonable endeavours to meet the date requested by you.

- 6.4 You may relocate your Service. Your existing contract will continue. You may contact our StarHub business helpdesk for relocation.
- 6.5 For Parallel Relocation, you will have to ensure that an Internet, IP circuit, or leased circuit connection has been set up at the new premises. We will relocate your CPE to the new premises once the new connection is activated and you have provided us with such relevant information to do so (including the new IP Address).
- 6.6 If you do not have an Internet, IP circuit or leased circuit connection at the new premises during the Minimum Period of Service or if you wish to terminate the Services due to any delay in the provisioning of the Internet, IP circuit, or leased circuit connection, this shall constitute termination of existing Services and our early termination Charges shall apply.
- 6.7 Charges for professional services (such as complex CPE set-up and configuration that requires additional resources) and other similar services are project-based and will be based on our prevailing Charges or fixed Charges and all expenses incurred by us in connection with them.

Early Termination Charges

- 7.1 Early termination Charges will be applicable if the Service is terminated, reduced or downgraded after the Service has been successfully provisioned and before the Minimum Period of Service expires. The early termination Charges comprise:
 - 7.1.1 the aggregate of the monthly recurring Charges (including rental charges, where applicable) for the remainder of the unfulfilled Minimum Period of Service; and
 - 7.1.2 where relevant, any and all amounts that may be imposed on us by any third party arising from and/or in connection with the termination, reduction or downgrade.

License Agreement

- 8.1 You and your users agree to be bound by the end-user license agreement ("**EULA**") of any third party vendors whose hardware or software forms part of the Service ("**Provider**"). By signing up and using the Service, you are deemed to have accepted in full the terms of the Provider's EULA, and any amendment or updates thereafter. You may request a copy of the EULA from your account manager. If you do not accept the terms, we are unable to provide the Service to you.

Liability

- 9.1 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. . The entire risk as to the quality, selection and performance of the Service is with you. You agree that no vendor can assure complete security and nothing in this Agreement or elsewhere shall be construed to imply a security guarantee or assurance. You further acknowledge the nature and volume of malicious and unwanted electronic content, undesirable data or software and unauthorised users (e.g. hackers). You accept that we do not warrant that the Service or any part of it (i) will be complete, free from errors or interruptions; (ii) will detect and/or address any or all malicious code, threat, or vulnerability (including security threat or vulnerability), or (iii) will keep your network or computer systems completely secure, free from intrusions, security breaches, unauthorised access, vulnerabilities, viruses, malicious or unwanted electronic content.

- 9.2 The manufacturer's warranty (if any) will be voided and we will bear no responsibility if the Service, or the CPE upon which the Provider's software is authorised to be used (i) has been altered, except by the Provider or its authorised representative, (ii) has not been installed, operated, repaired, updated to the latest version, or maintained according to instructions supplied by the Provider, (iii) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (iv) is licensed for beta, evaluation, donation, free, trial, testing or demonstration purposes or is provided without us charging a service fee.
- 9.3 To the maximum extent permitted by law and notwithstanding anything to the contrary stated in the Agreement, we, our Affiliates and the Providers are not liable under any contract, negligence, tort, strict liability, infringement or other legal or equitable theory for any loss of use of the Service or any damages of any kind, whether direct, special, incidental or consequential (including damages for loss of goodwill, loss of profit, loss of opportunity, loss or damage related to use of the Service in connection with high risk activities, de-installation and installation fees and costs, damage to personal or real property, work stoppage, computer failure or malfunction, computer security breach, computer virus infection, loss of information or data contained in, stored on, or integrated or bundled with any Service) resulting from the use of the Service, even if we, our Affiliates and/or the Providers have been advised of the possibility of such loss or damages. Our entire liability and your sole and exclusive remedy is the repair, replacement or refund of the defective or non-conforming Service as determined by us.

Ending the Service

- 10.1 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 10, this Agreement or the Services hereunder may be terminated by either party giving at least 30 days' written notice to the other party. If you have subscribed for the Service under a promotion, and you terminate any other Services that we have provided to you under that promotion, we will also terminate the Service. However, if the Service is still within the Minimum Period of Service, early termination Charges will apply.

Other Legal Matters

Changes to this Agreement

- 11.1.1 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.

Meanings

This paragraph 11.2 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

- 11.2.1 "**EULA**" shall have the meaning set out in paragraph 8.1 above.

- 11.2.2 "**FE**" refers to field engineer.
- 11.2.3 "**Installation Charges**" shall have the meaning set out in paragraph 2.5.
- 11.2.4 "**IP**" shall have the meaning set out in paragraph 1.1 above.
- 11.2.5 "**Netflow Activities**" means any activities by the Customer which can impact CPE monitoring and management by consuming CPU, memory, and bandwidth whether or not directly or indirectly degrading the performance of SNMP-based or in-band management task.
- 11.2.5A "**Network Address Translation**" ("**NAT**") means IP addresses that we provided to allow the CPE to translate IP addresses. That way, many computers can share a few public IP addresses. The CPE translates between the public and the private IP addresses.
- 11.2.6 "**Non-Working Hours Charge**" shall have the meaning set out in paragraph 2.8 above.
- 11.2.7 "**Parallel Relocation**" refers to a method of relocation that involves using the existing connection simultaneously with the new connection to the new location, until the relocation is completed.
- 11.2.8 "**Premises**" means the property bearing the Service Address, which is owned or occupied by you and is connected to the Network.
- 11.2.9 "**Provider**" shall have the meaning set out in paragraph 8.1 above.
- 11.2.10 "**RFS**" shall have the meaning set out in paragraph 2.2 above.
- 11.2.11 "**CPE**" refers to the customer premise CPE rented out by us under this Agreement installed or to be installed at the Premises and which you use to obtain StarHub Internet, or IP or leased circuit services.
- 11.2.12 "**Service Address**" refers to the address of the Premises at which we agree to provide the Services to you.
- 11.2.13 "**Service**" refers to the CPE rental, management and support services provided by us. Management of the CPE is not part of the Service when (i) it is used with leased circuit connections such as Ethernet Leased Line and Super Direct Service; or (ii) the CPE is self-managed by you and **CPE Management Services is not subscribed**(as stated in the application form or as subsequently agreed in writing).
- 11.2.14 "**Third Pary Transport**" refers means any independent telecommunications provider or network operator, other than the contracting parties, that supplies Layer 1 (physical), Layer 2 (data link), or Layer 3 (network) transport services.
- 11.2.15 "**Wide area network**" refers to telecommunications network or computer network that extends over a large geographical distance. Wide area networks are often established with Internet, IP circuits and/or leased circuits connections.