

Effective Date: 7 April 2017

Name of Service: Dark Fibre Service

Description: Customised Dark Fibre Service Scheme (**Customised Scheme**)

Prices (including discounts):

(with effect from 13 June 2019)

Service	Minimum Quantity	Monthly Recurring Charge (MRC) Per Pair	One-Time Charge (OTC) Per Pair
Standard Dark Fibre and/or Dark Fibre with Path Diversity	1	\$3,010.40	Waived (Standard)

The customer may also subscribe to circuits at the following customised tariff, subject to the following condition:

- a) the customer must subscribe to a minimum 20 circuits connecting the same A-end and B-end.

(with effect from 4 May 2017)

Service	Minimum Quantity	Monthly Recurring Charge (MRC) Per Pair	One-Time Charge (OTC) Per Pair
Standard Dark Fibre and/or Dark Fibre with Path Diversity (same A-end and B-end)	20	\$2,259.40	\$3,000

(With effect from 18 December 2020) The customised tariffs will be applicable to all new and renewed Dark Fibre circuits subscribed under the Customised Scheme.

In the event that the customer requires a relocation of the service(s) from the existing location to another location within Singapore mainland, the same OTC per Pair shall apply.

Terms and Conditions:

1. The contract term for the Customised Scheme is five (5) years.
2. **(With effect from 18 December 2020)** The contract term for the services subscribed under the Customised Scheme is minimum three (3) years.
3. There shall be no auto-renewal of any service(s) subscribed under the Customised Scheme. For any service(s) required after the end of the Customised Scheme contract term, Singtel and the customer shall negotiate a new agreement.
4. No other discounts shall apply to the Customised Scheme.
5. Customer shall not resell the service 'as is' or as a full or sub-bandwidth standalone Dark Fibre product;
6. The service(s) subscribed under the Customised Scheme are subject to resource availability.
7. Both ends of the Dark Fibre service(s) shall be connected to the customer's POP located at a Data Centre.
8. The customer shall be responsible for obtaining all authorization(s) necessary for Singtel to access the customer's premises.
9. **(with effect from 13 June 2019)** Circuits subscribed under the Customised Scheme will continue at the customised prices after expiry of the circuit contract term.
10. **(With effect from 18 December 2020)** The customer is eligible for a price review with effect from 1 January 2021 or 3 years from the initial contract start date of each circuit that the customer wishes to submit for a price review (whichever is later). For avoidance of doubt, when the circuit undergoes a price review, the contract term of that circuit will be reset.
11. All other standard prices, terms and conditions of the commercial Singtel Dark Fibre service shall remain applicable.

Suspension and Termination Provisions:

(With effect from 18 December 2020) If the customer terminates any of the services subscribed under the Customised Scheme during the contract term of the service(s), the customer shall be liable for the following premature termination charge (PTC) charges, subject to the customer giving Singtel at least 60 days' written notice:

Cancellation in Contract Month	% of MRC remaining to be Paid
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Between month 1 and month 24	100%
Between month 25 and month 36	70%
Between month 37 and month 60	50%

- a. Notwithstanding the foregoing, if such Dark Fibres were specially constructed by Singtel for Customer, then Customer will be responsible for 100% of the MRC for the months remaining as of the effective date of termination;
- b. Subject to the Singtel's written consent, Customer may, upon at least thirty (30) days' prior written notice, terminate a Service and replace it with the same or similar Services from Singtel; provided that:
 - i) the aggregate monthly and/or annual recurring revenue associated with the replacement Service is equal to or greater than the remaining revenue left on the term for the Service being terminated;
 - ii) Customer will be responsible for any reasonable, out-of-pocket expenses actually incurred by Singtel in connection with the termination of the original Service; and
 - iii) the Service desired by Customer is available.

(with effect from 27 May 2021) The customer is eligible for a PTC waiver for up to 16 circuits on condition that the circuits have fulfilled a minimum of 48 months of their contract term.

Service Level Agreement (SLA)

Installation Service Credits: If the Dark Fibre is not made available for acceptance testing by the communicated Ready for Service Date, Customer will be entitled to a Service Credit in accordance with the following table:

Number of business day(s) after Ready for Service Date	Percent of OTC Credited
1 – 7	15%
8 – 14	25%
15 – 30	50%
Greater than 30	100%

In the case of a non-OTC bearing Service, a mutually-agreeable OTC value for said Service will be established and shall serve as the baseline for the foregoing installation credit schedule.

Customer will not be entitled to any credits for Ready for Service Date delays arising out of Customer's acts or omissions, the failure of a third-party to deliver or provide services (excluding Local Access provided by Singtel, if any), or a Force Majeure Event;

Fault Response Credit: Customer will be entitled to a Service Credit in accordance with the following table for each failure of Singtel to respond to any fault within 2 hours of Singtel's creation of an incident ticket:

Service Level Failure	Percent of MRC Amount Credited
Response > 2 hours	1%

Customer will be entitled to a Service Credit in accordance with the following table for each Dark Fibre that fails to meet the Dark Fibre TTR guarantee.

Cumulative length of Service Outage for a Calendar Month	Percent of MRC Amount Credited
0 to 6 hours	0%
6 to 8 hours	5%
8 to 14 hours	10%
14 to 22 hours	20%
22 to 36 hours	60%
36 hours and above	100%

Time to Restore (**TTR**) is the time required to restore service and resume availability and is stated in terms of equipment and cable outages. The time is measured from the moment the outage is reported until the service is available.

$$\text{“TTR} = (\text{Trouble Ticket Resolved Timestamp} - \text{Trouble Ticket Opened Timestamp})\text{”}$$

Eligibility:

The Customised Scheme will be offered to all similarly situated customers who satisfy the following criteria:

- a) is willing to subscribe to a minimum of 60 pairs of Dark Fibre in a single order; and
- b) accepts the terms and conditions of the Customised Scheme in its entirety.