

**Effective Date:** 18 March 2019

**Name of Service:** Dark Fibre Services. *For additional details, refer to [www.singtel.com](http://www.singtel.com)*

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

**Prices (including discounts):**

**(With effect from 20 April 2022)**

Table A

| <b>Service</b>                                       | <b>Minimum Quantity (pairs)</b> | <b>Contract Term (Years)</b> | <b>=Monthly Recurring Charge (MRC) (\$ per pair)</b> | <b>One-Time Charge (OTC) (\$ per pair)</b> |
|--|---------------------------------|------------------------------|--|--|
| Standard Dark Fibre / Dark Fibre with Path Diversity | 15                              | 5                            | \$1,650  | Waived (standard)                          |

**(With effect from 20 April 2022)**

Table B

| <b>Service</b>                                       | <b>Minimum Quantity (pairs)</b> | <b>Contract Term (Years)</b> | <b>Monthly Recurring Charge (MRC) (\$ per pair)</b> | <b>One-Time Charge (OTC) (\$ per pair)</b> |
|--|---------------------------------|------------------------------|---|--|
| Standard Dark Fibre / Dark Fibre with Path Diversity | 2                               | 3                            | \$1,815   | Waived (standard)                          |

The customised tariffs will be applicable to all new and renewed Dark Fibre pairs subscribed under the Customised Scheme.

**Terms and Conditions:**

1. The contract term for the Customised Scheme is five (5) years.

2. **(With effect from 20 April 2022)** The contract term for the services subscribed under the Customised Scheme is as per the pricing tables above.
3. **(With effect from 20 April 2022)** The customer shall subscribe to the minimum quantities as stated in the pricing tables above.
4. **(With effect from 12 May 2021)** The customer is eligible for a novation of services subscribed under the Customised Scheme to the parent company for a maximum of one (1) time during the contract term of services.
5. **(With effect from 12 May 2021)** In the event of a novation, the contract term of the services novated to the parent company is five (5) years from the date that the parent company takes over.
6. **(With effect from 12 May 2021)** As part of the novation, each circuit that has been taken over by the parent company will be eligible for a Relocation charge waiver.
7. **(With effect from 12 May 2021)** Any additional charges incurred as part of civil works during relocation will be borne by the customer.
8. **(With effect from 12 May 2021)** Circuits that have been taken over by the parent company will not be eligible for any price review during the contract term of services.
9. No other discounts shall apply to the Customised Scheme.
10. The customer shall not resell the service 'as is' or as a full or sub-bandwidth standalone Dark Fibre product.
11. The service(s) subscribed under the Customised Scheme are subject to resource availability.
12. Circuits subscribed under the customised scheme will continue at the customised prices after expiry of the circuit contract term.
13. **(With effect from 20 April 2022)** For service(s) subscribed under Table A, both ends of the Dark Fibre services shall be connected to the customer's POP located at a Data Centre. For service(s) subscribed under Table B, one end of the Dark Fibre service(s) must be connected to a Data Centre.
14. In the event that the customer requires a relocation of the service(s) from the existing location to another location within the mainland of Singapore, relocation will be charged at \$1,500 per site. For the avoidance of doubt, relocation of both ends of a Dark Fibre pair will be charged at \$3,000 (ie, two sites per Dark Fibre pair).

15. The customer shall be responsible for obtaining all authorisation(s) necessary for Singtel to access the customer's premises.
16. All other standard prices, terms and conditions of the commercial Singtel Dark Fibre service shall remain applicable.
17. 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:

| <b>Cancellation in Contract Month</b> | <b>% of contract value remaining to be paid</b> |
|---------------------------------------|---|
| 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 the customer (ie, requiring the construction of new fibre between two (2) end locations that can only be utilised by the customer), then the customer will be responsible for 100% of the remaining contract value.
- b. Subject to the Singtel's written consent, the 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.

18. **(With effect from 20 April 2022)** Notwithstanding the above, the customer may terminate up to four (4) pairs of existing Dark Fibre circuits under Table A without any PTC, subject to the termination of the circuits arising from the subscription of two (2) pairs of Dark Fibre under Table B under the Customised Scheme.

### **Service Level Agreement (SLA)**

1. Installation Service Credits: If the Dark Fibre service is not made available for acceptance testing by the communicated Ready for Service (RFS) Date, the customer will be entitled to a Service Credit in accordance with the following table:

| <b>Number of business day(s) after Ready for Service Date</b> | <b>Percent of OTC Credited</b> |
|---|--------------------------------|
| 1 – 7   | 15%                            |
| 8 – 14  | 25%                            |

|                 |      |
|-----------------|------|
| 15 – 30         | 50%  |
| Greater than 30 | 100% |

2. 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.
3. The customer will not be entitled to any credits for RFS Date delays arising out of the 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;
4. **(With effect from 12 May 2021)** Fault Response Credit: The customer will be entitled to a Service Credit in accordance with the following table for each failure of Singtel to meet the notification or response times set forth:
  - Notification: Singtel has to notify the customer within 15 minutes of any fault in the event where the customer has not first notified Singtel.
  - Response: Singtel will respond to any fault within 2 hours after receiving a report of any fault, unless delayed by circumstance beyond the reasonable control of Singtel.

The Service Credit will equal the following percentage of MRC for the affected Dark Fibre in the month in which such failure occurs:

| Service Level Failure    | Percent of MRC Amount Credited |
|--------------------------|--------------------------------|
| Notification >15 minutes | 1%                             |
| Response > 2 hours       | 1%                             |

5. **(With effect from 12 May 2021)** The 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:

| Service Outage      | 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.

“TTR = Trouble Ticket Resolved Timestamp – Trouble Ticket Opened Timestamp”

**Eligibility:**

**(With effect from 20 April 2022)** The Customised Scheme will be offered to similarly situated customers who satisfy the following criteria:

- a) is a duly licensed Facilities-Based Operator (FBO) or Services-Based Operator (SBO) or Content Aggregator; and
- b) accept the terms and conditions of the Customised Scheme in its entirety