

Effective Date: 13 July 2012

Name of Service: SingTel Meg@POP service

For details, refer to www.singtel.com.

Description: Revision of Service Level Agreements (SLA) for Meg@POP service
(Revision)

Prices (including discounts):

Service provisioning

Service Level (Delay by)	Rebate (% of Installation Charges)
1 working day	10%
2 working days	15%
3 working days	20%
4 working days	30%
> 5 working days	50%

Service availability

Enhanced EthernetLink		
Outage (x)	Availability (%)	Rebate (% of Monthly Rental)
0 hours < x ≤ 5 hours	≥99.31% to <100%	10%
5 hours < x ≤ 10 hours	≥98.61% to <99.31%	20%
10 hours < x ≤ 24 hours	≥96.67% to <98.61%	30%
24 hours < x ≤ 48 hours	≥93.33% to <96.67%	40%
> 48 hours	<93.33%	50%

Standard EthernetLink & eLite		
Outage (x)	Availability (%)	Rebate (% of Monthly Rental)
22 minutes < x ≤ 5 hours	≥99.31% to <99.95%	10%
5 hours < x ≤ 10 hours	≥98.61% to <99.31%	20%
10 hours < x ≤ 24 hours	≥96.67% to <98.61%	30%
24 hours < x ≤ 48 hours	≥93.33% to <96.67%	40%
> 48 hours	<93.33%	50%

Meg@POP E-Access		
Outage (x)	Availability (%)	Rebate (% of Monthly Rental)
>22 minutes	<99.95%	10%

BizLink (up to 4Mbps) and Symlink		
Outage (x)	Availability (%)	Rebate (% of Monthly Rental)
8 hours < x ≤ 12 hours	≥98.33% to <98.89%	10%
12 hours < x ≤ 24 hours	≥96.67% to <98.33%	20%
24 hours < x ≤ 36 hours	≥95.00% to <96.67%	30%
36 hours < x ≤ 48 hours	≥93.33% to <95.00%	40%
> 48 hours	< 93.33%	50%

Mean Time to Repair (MTTR) (for Meg@POP E-Access)

Outage (per fault)	Rebate (% of Monthly Rental)
3 hours < x ≤ 5 hours	10%
5 hours < x ≤ 10 hours	20%
> 10 hours	30%

The service availability for the Meg@POP services above (except Meg@POP E-Access) is calculated on a calendar month basis as follows:

$$[(A - B) / A] * 100\%$$

Where A = Total available time for the month in minutes
 = 24 hours * 60 * days in month

 B = Total network outage time for each circuit in the same month

The service availability for the Meg@POP E-Access service is calculated on a calendar month basis as follows:

$$[(A - B) / A] * 100\%$$

Where A = Total available time for all Meg@POP E-Access circuits subscribed by the customer for the month in minutes
 = 24 hours * 60 * days in month * total number of Meg@POP E-Access circuits subscribed by the customer

 B = Total network outage time for all Meg@POP E-Access circuits subscribed by the customer in the same month

The MTTR is calculated on a monthly basis as follows:

$$B / F$$

- Where
- B = Average time taken by SingTel to restore service for all fault incidents for all Meg@POP E-Access circuits occurring in a month. (calculation of time commences from the time such fault is reported by the customer)
 - F = Total number of faults for all Meg@POP E-Access circuits reported by the customer in the same month

The following Meg@POP services do not provide any SLAs:

- a) EthernetLink with Exchange Diversity service
- b) Temporary EthernetLink service
- c) EthernetLink (outdoor) service
- d) EthernetLink Auto-Backup service
- e) mLink service
- f) vLink service
- g) iLink service

Key Terms and Conditions:

1. For the Meg@POP E-Access service, SingTel shall make a same period comparison of the rebate derived from the service availability calculation and MTTR calculation methods and rebate the higher of the two amounts calculated.
2. Meg@POP customers shall not be entitled to make any claim under the SLA in the following circumstances:
 - a) disconnection and/or reconnection of the service due to any non-payment of any fees and charges; or where the service is disconnected by reason of it being used for any illegal or unlawful purpose; or otherwise where the customer is in breach of the terms and conditions of the service;
 - b) provision of the service under promotional packages or trials with or without any fees or charges;
 - c) fault due to any equipment, wiring and/or socket(s) and/or cabling network owned or operated by the customer, or the customer acts or omissions, including those of the customer's employees, officers, contractors, agents or vendors;
 - d) provision or restoration of the service where overhead pole erection is involved, or where any site co-ordination meeting is involved, or where any offshore island is involved, or where SingTel needs to obtain or maintain any license, wayleave, permission or easement necessary to the provision or maintenance of the service;
 - e) SingTel's staff and/or its agent have difficulty accessing to or working in the customer's premises due to the premises being inaccessible, in unsafe working condition or in any other inadequate or deficient state;
 - f) provision of the service upon the customer's requested appointment time on the RFS Date, or on a date different from RFS Date as agreed, or where the RFS Date is changed by the customer;

- g) delay in provision or restoration of the service, or interruption to the service, caused by events beyond SingTel's reasonable control, including but not limited to removal of or damage caused to SingTel's distribution point, cables or poles by whomsoever and for whatsoever reasons;
 - h) provision of the service in areas where there is no existing or sufficient SingTel cable or equipment capacity in the vicinity;
 - i) where SingTel is unable to provide or maintain the service or there is a delay in providing or maintaining the service owing to any regulatory constraints, prohibitions or limitations or any failure, refusal or delay by any building owner or regulatory authority, including IDA in granting SingTel any wayleave, license, approval or consent to use the MDF or TER(s) in any building which is necessary or incidental to the provision or maintenance of the service;
 - j) disruption of the service due to deterioration of the customer's facility housing SingTel equipment to a level below the specifications and operating conditions advised by SingTel;
 - k) provision of the circuit for temporary usage;
 - l) planned outages of which SingTel has given advance notice;
 - m) customer equipment not being ready thereby affecting the RFS Date;
 - n) network outages for which the customer has not reported a fault. Pro-active monitoring and any detection by SingTel of any fault are excluded in this SLA;
 - o) throughput of the circuit bandwidth;
 - p) any period for which SingTel, during testing action, confirms has circuit performance consistent with SingTel's performance standards;
 - q) periods where the circuit has been restored by diverting all information from the affected site to another local location chosen by the customer as part of a disaster recovery plan separately subscribed for by the customer;
 - r) fault reported by the customer but no fault is found or confirmed by SingTel;
 - s) periods where the customer's staff are not available or contactable; and
 - t) a circuit is able to communicate with at least one other circuit or application on the Meg@POP network.
3. Meg@POP E-Access customers shall not be entitled to make any claim under the SLA in the following circumstances:
- a) disconnection and/or reconnection of the service due to any non-payment of any fees and charges; or where the service is disconnected by reason of it being used for any illegal or unlawful purpose; or otherwise where the customer is in breach of the terms and conditions of the service;
 - b) provision of the service under promotional packages or trials with or without any fees or charges;
 - c) fault due to any equipment, wiring and/or socket(s) and/or cabling network owned or operated by the customer, or the customer acts or omissions, including those of the customer's employees, officers, contractors, agents or vendors;
 - d) provision or restoration of the service where overhead pole erection is involved, or where any site co-ordination meeting is involved, or where any offshore island is involved, or where SingTel needs to obtain or maintain any license, wayleave, permission or easement necessary to the provision or maintenance of the service;
 - e) SingTel's staff and/or its agent have difficulty accessing to or working in the customer's premises due to the premises being inaccessible, in unsafe working condition or in any other inadequate or deficient state;

- f) provision of the service upon the customer's requested appointment time on the RFS Date, or on a date different from RFS Date as agreed, or where the RFS Date is changed by the customer;
 - g) delay in provision or restoration of the service, or interruption to the service, caused by events beyond SingTel's reasonable control, including but not limited to removal of or damage caused to the serving distribution point, cables or poles by whomsoever and for whatsoever reasons;
 - h) provision of the service in areas where there is no existing or sufficient SingTel/Nucleus Connect/OpenNet cable or equipment capacity in the vicinity;
 - i) where SingTel/Nucleus Connect/OpenNet is unable to provide or maintain the service or there is a delay in providing or maintaining the service owing to any regulatory constraints, prohibitions or limitations or any failure, refusal or delay by any building owner or regulatory authority, including IDA in granting SingTel any wayleave, license, approval or consent to use the MDF or TER(s) in any building which is necessary or incidental to the provision or maintenance of the service;
 - j) disruption of the service due to deterioration of the customer's facility housing Nucleus Connect and/or SingTel equipment to a level below the specifications and operating conditions advised by Nucleus Connect and/or SingTel;
 - k) provision of the circuit for temporary usage;
 - l) planned outages of which SingTel/Nucleus Connect/OpenNet has given advance notice;
 - m) customer equipment not being ready thereby affecting the RFS Date;
 - n) network outages for which the customer has not reported a fault. Pro-active monitoring and any detection by SingTel of any fault are excluded in this SLA;
 - o) throughput of the circuit bandwidth;
 - p) any period for which SingTel, during testing action, confirms has circuit performance consistent with SingTel's performance standards;
 - q) periods where the circuit has been restored by diverting all information from the affected site to another local location chosen by the customer as part of a disaster recovery plan separately subscribed for by the customer;
 - r) fault reported by the customer but no fault is found or confirmed by SingTel;
 - s) periods where the customer's staff are not available or contactable;
 - t) a circuit is able to communicate with at least one other circuit or application on the Meg@POP network; and
 - u) notwithstanding clause (g), delay in provision or restoration of the circuit is attributable to Nucleus Connect and/or OpenNet but SingTel is not entitled to make a claim therefore against Nucleus Connect and/or OpenNet.
4. All other prices, terms and conditions of the SingTel Meg@POP service shall remain applicable.

Suspension and Termination Provisions:

For details, refer to www.singtel.com.

Eligibility:

Retail and wholesale customers