

**Effective Date:** 3 December 2012

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

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

**Prices (including discounts):**

Service	Monthly Recurring Charge
1 pair of standard Dark Fibre	\$15,000

1. For the avoidance of doubt, the customer may only renew one (1) pair of Dark Fibre under the Customised Scheme. Should the customer wish to renew and/or subscribe to additional Dark Fibre services, the customer and SingTel will negotiate a new agreement.
2. In the event of an early renewal of the Dark Fibre service, the applicable premature termination charge (PTC) for up to a period of five (5) months will be waived. For the avoidance of doubt, the customer will be liable for the remaining PTC if there is more than five (5) months remaining on the existing contract term.
3. The contract term for the Customised Scheme and the Dark Fibre service (Service) subscribed under the Customised Scheme is three (3) years.

**Service Level Agreement (SLA)**

4. Service provisioning

Delay after the committed provisioning date	Percentage of one-time charge to be paid as a rebate
5 to 10 days	10%
11 to 20 days	25%
> 20 days	50%

5. For the purpose of the service provisioning SLA, the one-time charge will be \$28,000.
6. Mean-time-to-restore

Mean-Time-To-Restore	Percentage of monthly recurring charge to be paid as a rebate
> 6 hours and $\leq$ 10 hours	10%
> 10 hours	20%

## **Terms and Conditions:**

1. Both ends of the Service must be connected to a data centre.
2. There shall be no auto-renewal for the Customised Scheme.
3. For any Service that is required after the end of the Customised Scheme contract term, SingTel and customer shall negotiate a new agreement.
4. The customer shall not resell the Services “as is “or as a full or sub-bandwidth standalone Dark Fibre product, but may use the Service as part of its own network to offer its own services.
5. The customer shall be responsible for obtaining all authorisation(s) necessary for SingTel to access the customer’s POP.
6. Any request for a relocation of the service will be subject to a relocation charge of \$28,000 on the condition that the customer produces satisfactory evidence that the relocation to a new site is due to the expiry of the customer’s lease or tenancy agreement. Any other request for relocation shall be deemed to be a request for the termination of the service (i.e. premature termination) and a request for the supply of a new service at the requested location.
7. In the event that the service and/or Customised Scheme is terminated by the customer for an un-remedied material breach on the part of SingTel, there will be no PTC and any monthly recurring charge billed in advance for services not yet provided will be refunded. There shall be no refund of the one-time installation charge.
8. All other terms and conditions of the SingTel commercial Dark Fibre service shall apply.

## **Suspension and Termination Provisions:**

1. In the event that the customer terminates a Service during the contract term, the customer shall be liable for 100% of the monthly recurring charges for the remainder of the contract term.

## **Eligibility:**

The Customised Scheme will be offered to any customer who satisfies the following criteria:

- is a duly licensed Facilities Based Operator;
- currently has or is willing to commit to a minimum annual spend of \$3.5 million on SingTel services; and
- accepts the terms and conditions of the Customised Scheme in its entirety.