

ANNEX A - SINGNET EVOLVE FIBRE BROADBAND SERVICE

1. Service Description

SingNet eVolve Fibre Broadband is a dynamic IP broadband service. Only one IP address will be assigned per fibre line, and the IP address will be automatically changed without prior notice.

The sales quotation form describes the Customer's SingNet eVolve Fibre Broadband bundle in more detail. ("SingNet eVolve Service")

2. Terms and Conditions

2.1 Prerequisites

The following pre requisites apply to the provision of SingNet eVolve Service :

- (i) It is only available to the indoor parts of buildings which are zoned commercial and occupied by commercial businesses, within the main island of Singapore. For buildings which are zoned both commercial and residential or outside the main island of Singapore, SingNet does not guarantee the availability of the SingNet eVolve Service.
- (ii) It is only available to Customers that possess a valid UEN number.
- (iii) the minimum system requirements for Customer Premise Equipment (CPE) may vary. Please check these requirements with your respective vendor or manufacturer. SingNet will not be held responsible for any connection issues and disruptions arising from computers not being compatible or meeting the minimum system requirements of their access point router.

If the above prerequisites are not available, SingNet is not able to provide you SingNet eVolve Service.

2.2 Activation Time Frames and Costs

A site survey will be conducted for all new applications requesting the SingNet eVolve Service. Under normal circumstances, this Service will be activated on the desired router installation appointment date. However the activation date may be delayed due to unforeseen circumstances, like delayed building access approval, fibre resource issues in the building, and the premises not being ready for installation.

The Customer must provide SingNet a minimum of one (1) months' written if the Customer is relocating the SingNet eVolve Service from one location to a new location. All terms herein apply to provision of the SingNet eVolve Service to the new location.

2.3 Minimum Term and Charges

- (i) Minimum term - The minimum period of subscription for SingNet eVolve Service shall be:
 - (a) a period of twelve (12) months, or such other period selected by the Customer (as stated in the SRCA Form), whichever is longer; or
 - (b) such other period as may be stipulated by SingNet as the relevant minimum period of subscription when the Customer applies for the Service,calculated to commence on the Commencement Date of Service. Thereafter the Service shall continue in force for successive periods of twelve (12) months until terminated in accordance with Clause 2.3 (v) and Clause 2.3 (vi).
- (ii) Fibre Activation Charge - A one-time registration and installation fee of \$500 (or \$535 with GST) is payable for new fibre installation, subject to the prevailing promotional terms and conditions
- (iii) Processing fee - A processing fee of \$500 (or \$535 with GST) is payable upon cancellation of the Customer's application for SingNet eVolve, if cancellation takes place before the activation date.
- (iv) Cancellation - If SingNet eVolve Service cannot be provisioned, the Customer will be allowed to cancel its order without being liable for any cancellation fee, if it enters into a binding contract for a SingNet Business Broadband service with a minimum term of 24 months, to replace its SingNet eVolve Service.
- (v) Termination for Convenience - SingNet or the Customer may terminate the Service after the minimum contract term stated in clause 2.4(i) by giving the other not less than thirty (30) days' prior notice of such intention to terminate. There is a one-time termination fee of \$150 (\$160.50 with GST) if the SingNet eVolve Service contract is terminated by the Customer and the Customer requests the removal of the fibre and equipment from the premises.
- (vi) Early Termination Fee - If the Customer terminates the SingNet eVolve Service contract before the expiry of the contract period as stated in the application form, a termination fee of 100% of the monthly charges for the remainder months of the contract shall be chargeable to the Customer. In addition, there is a one-time

termination fee of \$150 (\$160.50 with GST) if the SingNet eVolve Service contract is terminated by the Customer and the Customer requests the removal of the fibre and equipment from the premises.

- (vii) Promotional Services - SingNet may provide promotional services from time to time. If Customer takes up such promotional services, it will do so on such promotional terms and conditions stipulated by Singtel. The Loyalty Reward Programme is not applicable to corporate customers.
- (viii) Promotional services, upgrade and downgrading - If a Customer also takes a promotional service which includes any hardware (including electronic equipment such as printers, computers and mobile phones) or value based vouchers in respect to hardware or services ("Premium") and changes its plans by upgrading or downgrading its speed plans, the Customer will be liable to pay a charge, including a charge associated with any Premium provided to the Customer as part of a SingNet promotion, plan or bundle. The following charges apply to the upgrading or downgrading of plans:
 - a. \$500 (or \$535 with GST) for Premium valued at less than \$1,000.
 - b. \$1000 (or \$1,070 with GST) for Premium valued at \$1,000 and above.
- (ix) Changes - SingNet provides the SingNet eVolve Service as described herein. Any change to the service including any downgrade or upgrade of the same must be by mutual consent and formalised by way of a contract variation.
- (x) Downgrades - For downgrade request, Customer must give not less than thirty (30) days' prior written notice, and a termination fee of 100% of the monthly charges for SingNet eVolve Service for the remainder months of the service shall be chargeable to Customer.
- (xi) Upgrades - For upgrade request, Customer must enter into a new contract which has a higher contract value than the current one for the existing speed plan. The Customer is not eligible for any router or gift premium within the first six (6) months from that new contract start date.
- (xii) Relocation Fee - The SingNet eVolve Service provided to the Customer is only available to the Customer at the address stated in the sales quotation form. In the event that the Customer relocates the SingNet eVolve Service to another non-residential address, it is required to provide SingNet a minimum of one (1) months' advance written notice. A one-time relocation fee of \$500 (or \$535 with GST) will be applicable. In the event that the Customer relocates the Service to a residential address, it will be treated as a termination, and termination fee as per clause 2.3 (iv) will apply.
- (xiii) Other Charges - Other charges as stipulated by SingNet shall apply when necessary. Charges include:
 - a. Transfer of account: \$10 (or \$10.70 with GST) per request. Transfer of account occurs when the service is duly assigned from the Customer to its related corporation in accordance with the general terms and conditions.
 - b. Change of appointment: \$50 (or \$53.50 with GST) per request and for the first two (2) Customer initiated change requests given with at least two (2) days' advance written notice, this fee is waived.
 - c. Missed appointment: \$105 (or \$112.35 with GST) for re-visit trip after missed appointment
- (xiv) In Building Wiring - The following are the responsibility of the Customer - materials and fibre infrastructure inside the Customer's premises. Includes optical network terminal (ONT), fibre termination point (FTP), wireless router, Cat 5 or Cat 6 cable, fibre cable concealed inside surface trunking, Cat 5/Cat 6 cable wireless router, and fibre patch cord connecting FTP and ONT.

The following are not the responsibility of SingNet - fibre cable with surface trunking, fibre patch cord, ONT and FTP. These are maintained by SingNet, but the Customer's responsibility is to keep them in good condition.

SingNet reserves the right to charge for additional In-building fibre infrastructure such as but not by limitation, the lead-in pipe, fibre tray and in-building enclosure.

2.4 SingNet Business Broadband (Temp) Service

SingNet may offer SingNet Business Broadband (Temp) Service ("Temporary Service") to Customers in the interim prior to the SingNet eVolve Service being made available and ready.

The Temporary Service will be provided on the following terms and conditions;

- (i) the Temporary Service is available to Customers that fulfils the following requirements:
 - possesses a valid UEN number
 - possesses a Company registered telephone line
 - possesses one telephone line per CPE
- (ii) The telephone line must be registered under the company's name.
- (iii) The Temporary Service is only applicable for SingNet eVolve Fibre Broadband new sign-ups or existing SingNet business fibre subscribers relocating to a new address without fibre coverage. The Temporary Service must have the same SingNet ID as the SingNet eVolve Fibre Broadband service.
- (iv) The Temporary Service will be terminated on the next day after SingNet eVolve Fibre Broadband service is activated. The maximum contractual period for the Temporary Service is three (3) months, subject to the activation date of SingNet eVolve Fibre Broadband.
- (v) A processing fee of \$500 (or \$535 with GST) will be charged upon cancellation of this application before the activation date.

3. General

- 3.1 The Customer shall be bound by and shall fully observe and comply with all the General Terms, and the SingNet Specific Terms, SingNet Acceptable Use Policy as well as such other terms and conditions as may be agreed or accepted by the Customer. The rights and protections conferred to SingNet under these Product Terms and Conditions and Acceptable Use Policy shall be additional to the rights and protections conferred on SingNet under the General Terms, the SingNet Specific Terms, and any other terms and conditions agreed or accepted by the Customer.
- 3.2 Any Clause in the General Terms, the SingNet Specific Terms, these Product Terms and Conditions, or any other terms and conditions as may be agreed or accepted by the Customer, that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other Clauses, which Clauses shall continue to be valid and enforceable to the fullest extent permitted by law.
- 3.3 The Service provided by SingNet under these Product Terms and Conditions may not be re-sold or otherwise re-provided by the Customer to any other person(s) whomsoever. In the event that the Customer desires to re-sell or re-provide the Service, the Customer and Singtel shall enter into a separately negotiated agreement prescribed for the same by Singtel containing the terms and conditions for such a re-sale or re-provision.

This space is intentionally left blank