

As of 21 November 2024

Effective Date: 31 July 2019

Name of Service: Singtel Dark Fibre Service. *For more information, refer to www.singtel.com.*

Description: Customised Dark Fibre Service Scheme
(Customised Scheme)

Prices (including discounts):

Service	Minimum Quantity (pairs)	Monthly Recurring Charge (MRC) (\$ per pair)	One-Time Charge (OTC) (\$ per pair)
(With effect from 5 May 2021) Standard Dark Fibre / Dark Fibre with Path Diversity	40	\$1,650	Waived (standard)

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

(With effect from 13 July 2022) In the event that the customer requires a relocation of any existing Dark Fibre services (subscribed under this Customised Scheme or other customised schemes) from the existing location to another location within the mainland of Singapore, the relocation will be charged at \$1,500 per site or \$3,000 for both ends of a Dark Fibre pair.

Key Terms and Conditions:

1. **(With effect from 21 November 2024)** The contract term of the Customised Scheme is five (5) years with the option to extend one (1) year.
2. **(With effect from 18 December 2020)** The contract term for the services subscribed under the Customised Scheme is a minimum of three (3) years.
3. The customer shall subscribe to the minimum services prescribed under the Customised Scheme within one (1) year, failing which the customer will be required to pay the shortfall.
4. Services subscribed under the Customised Scheme will continue at customised prices after the expiry of the service contract term.
5. No other discounts shall apply to the Customised Scheme.

6. The customer shall not resell the service(s) 'as is' or as a full or sub-bandwidth standalone Dark Fibre service.
7. The service(s) subscribed under the Customised Scheme are subject to resource availability.
8. Both ends of the Dark Fibre service(s) shall be connected to the customer's POP located at a data centre.
9. The customer shall be responsible for obtaining all authorisation necessary for Singtel to access the customer's premises.
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 the 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.

Service Level Agreement (SLA)

1. Installation Service Credits: If the Dark Fibre 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:

Number of business day(s) after RFS date	Percentage of OTC credited
1 – 7	15%
8 – 14	25%
15 – 30	50%
Greater than 30	100%

2. In the case of a non-OTC bearing service, an OTC value of \$3,000 for the said service 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 5 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 to the following percentage of MRC for the affected Dark Fibre in the month in which such failure occurs:

Service Level Failure	Percentage of MRC credited
Notification > 15 minutes	1%
Response > 2 hours	1%

5. **(With effect from 5 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 Time to Restore (**TTR**) guarantee:

Service Outage Duration	Percentage of MRC 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%

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”

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 charges (**PTC**), subject to the customer giving Singtel at least 60 days’ written notice:

Cancellation in contract month	% of MRC remaining to be paid
Between months 1 and 12	100%
Between months 13 and 24	70%
Between months 25 and 60	50%

Notwithstanding the above, if such Dark Fibre services were specially constructed by Singtel for the customer, the customer shall be responsible for a PTC of 100% of the MRC for the months remaining as of the effective date of termination.

As of 21 November 2024

Subjected to Singtel's written consent, the customer may, upon at least 30 days' prior written notice, terminate a service and replace it with the same or similar services from Singtel without incurring PTC, provided that:

- a. 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;
- b. the 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
- c. the service desired by the customer is available.

Eligibility:

The Customised Scheme is available to all similarly situated customers who satisfy the following criteria:

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