**Effective Date**: 1 May 2008

Name of Service: SingTel DigiNet and MetroEthernet Service. For additional

details, refer to www.singtel.com under "Business Customers"

**Description**: Customised DigiNet and MetroEthernet Service Scheme

(Customised Scheme)

# **Prices (including discounts):**

The Customised Scheme comprises Standard and Basic Outdoor Scheme DigiLink and MetroEthernet services. The Basic Outdoor Scheme are DigiLink and MetroEthernet services which are provisioned at an outdoor site but are unable to meet the standard operating environment specifications.

2Mbps Point-to-Point DigiLink Service Circuits

Monthly recurring charge: 1299 or less: \$1,200; 1300 to 1500: \$1,050; 1501 to 1800: \$850; 1801 to 2200: \$750; 2201 to 3000: \$700; 3001 to 3600: \$650; 3601 or more: \$600

One-time installation charge: 1299 or less: \$1,600; 1300 to 1500: \$1,600; 1501 to 1800: \$800; 1801 to 2200: \$700; 2201 to 3000: \$500; 3001 to 3600: \$500; 3601 or more: \$500

155Mbps Point-to-Point DigiLink Service Circuits

Monthly recurring charge: 1 to 10: \$10,500; 11 to 15: \$10,000; 16 to 20: \$9,500; 21 to 30: \$9,000; 31 to 40: \$8,000; 41 to 50: \$7,500; 51 to 60: \$7,000; 61 or more: \$6,000

One-time installation charge: 1 to 10: \$10,000; 11 or more: \$8,000

MetroEthernet Point-to-Point Service Circuits

Monthly recurring charge: 10 Mbps: \$2,600; 20 Mbps: \$3,000; 30 Mbps: \$3,690; 40

Mbps: \$4,080; 50 Mbps: \$4,470; 100 Mbps: \$6,400

One-time installation charge: \$1,000

The contract term for the Customised Scheme is two (2) years (with effect from 1 May 2010) with an option to extend the contract term on a monthly basis for a maximum extension period of three (3) months.

The contract term for each circuit subscribed under the Customised Scheme is one (1) year.

All existing 2M and 155M DigiLink and Point-to-Point MetroEthernet circuits will be automatically subsumed under the Customised Scheme. For the avoidance of doubt, existing circuits need not be renewed under the Customised Scheme to enjoy the customised tariffs.

The minimum revenue commitments are as follows:

- \$19M per year the first two (2) years; and
- (with effect from 1 May 2010) \$1.58M per month for each month that the scheme is extended

on 2M DigiLink and Point-to-Point MetroEthernet services subscribed under the Customised Scheme for the duration of the Customised Scheme contract term.

In the event that the customer does not meet the annual revenue commitment for that year, the customer shall pay SingTel the shortfall.

### **Key Terms and Conditions**

- 1. Services subscribed under the Customised Scheme are for the sole purpose of connecting to the customer's mobile base stations or operations centre.
- 2. In the event that the customer chooses to migrate its 2M DigiLink service to the Point-to-Point MetroEthernet service under the Customised Scheme, any applicable premature termination charge will be waived under the following circumstances:
  - (a) the Point-to-Point MetroEthernet circuits must be provisioned at the same premises as the DigiLink circuits; and
  - (b) the consolidated bandwidth of the 2M DigiLink circuits to be migrated should not exceed the bandwidth of the Point-to-Point MetroEthernet service subscribed.
- 3. Premature termination charges will be waived if the customer terminates a service subscribed under the Customised Scheme due to the demolition of the building in which the circuits are housed. The customer shall be required to produce a letter from the building management evidencing the same in order to obtain a waiver of the premature termination charges. In the event that the customer wishes to relocate the affected services, the corresponding one-time installation charge shall apply.
- 4. The customer shall not resell the services subscribed under the Customised Scheme "as is" or as a standalone DigiNet or MetroEthernet services but may resell the services as part of its own network service.
- 5. All other terms and conditions of the SingTel DigiNet and MetroEthernet services shall apply.

# **Specific Terms and Conditions for Basic Outdoor Scheme**

- 1. The customer is required to subscribe to the Basic Outdoor Scheme where installation is at a site that does not meet standard operating conditions of SingTel's standard indoor product specifications for DigiLink 155Mbps and MetroEthernet services which includes, but is not be limited to the following conditions:
  - i. installation site is not within a building that has controlled temperature and/or humidity;
  - ii. installation site at any outdoor area such as at or near the roadside, corridor, rooftop (including sheltered) and car park (including a covered car park) etc; or
  - iii. installation site is at any other area or location that is or may be exposed or vulnerable to sunlight and/or rain or other weather conditions.
- 2. The Basic Outdoor Scheme service shall not terminate at locations that are stated in the SRCA Form to be prohibited in respect of any standard product(s) such as any earth station, cable station, off-shore islands, telephone exchange, on equipment provided by a FBO or another service based operator, or at any sites not owned by the customer, including (but not limited to) manholes, MDF rooms, power rooms, lead-in pipes, ducting, etc.
- 3. This scheme is offered to only FBO operating base stations. This shall include mobile base stations, WBA base stations as well as Hotspot WiFi or Mesh WiFi base stations.
- 4. The customer shall submit its application for the Basic Outdoor Scheme service to SingTel using the Basic Outdoor Scheme SRCA Form containing no less than the following information:
  - i. customer's name and address:
  - ii. exact installation addresses (or locations if there is no official mail-able address) of A End and B End;
  - iii. customer's contact details; and
  - iv. documentation necessary to enable SingTel to access the site where service is to be provided.
- 5. All other standard DigiNet and MetroEthernet terms and conditions apply.
- 6. The Basic Outdoor Scheme service is not provided with any Service Level Guarantee (**SLG**).

- 7. Any new infrastructure set up to fulfil the customer's order for the Basic Outdoor service at the required locations shall remain the property of SingTel, with SingTel possessing sole rights over its use of the infrastructure even if the cost is borne by the customer.
- 8. The customer shall be responsible in taking preventative measures to minimize any risk of failure to SingTel's terminating equipment, taking into consideration that the service works best within the standard indoor scheme conditions which are stated in our standard product specifications so as to limit the number of onsite visits and/or ensure that no other services shall be adversely affected.
- 9. SingTel shall provide a target service level (**SL**) for the Basic Outdoor Scheme that Service restoration shall typically not exceed more than 6 hours with the exception of those parts of the network that are outdoor where SingTel may have limited accessibility due to site conditions which includes but is not limited to either the customer not being at site, or where SingTel's personnel / contractor are unable to be on site such as the roof top after office hours. This SL does not come with any rebates or any compensation or entitle customer to make any claim for loss or damage in the event it is not met by SingTel.
- 10. The customer accepts the full risk and responsibility of placing or using the equipment in any area or place whatsoever where it could be lost, damaged, stolen, defaced, or otherwise rendered defective. Should any of such events occur, customer shall be liable to pay SingTel all repair and replacement charges incurred in respect of any such affected SingTel equipment.
- 11. Due to the need for customer to take over the responsibility of the terminating unit, the customer must be present on site to accept the commissioned link after successful installation of any equipment hereunder at the appointed or agreed time of installation.
- 12. The customer will be liable for visitation or labour charges for any maintenance work which required activation of field staff at the rooftop installation site. Standard call out rates (both visitation and labour charges) are as follows:

# i. During office hours:

Period	Call Out Rates (per man)
I 6pm	\$200 per visit (for minimum of 2 hours) \$100 per hour thereafter

#### ii. After office hours:

Period	Call Out Rates (per man)
Saturday: Ipm to 6pm	\$300 per visit (for minimum of 2 hours)
	\$150 per hour thereafter
Sunday and Public Holidays:	\$400 per visit (for minimum of 2 hours)
8:30am to 6pm	\$200 per hour thereafter

- 13. There shall be no maintenance work from 6pm to 8.30am on any day (Monday–Sunday) if the installation site is a rooftop.
- 14. Subject to prior notification to and consent of the customer, whenever required by SingTel, the customer must ensure that SingTel's authorized personnel be permitted to enter any premises occupied or controlled by the customer at such a time as may be specified by SingTel and to remain safely on such premises for such period as may be required:
  - i. to carry out any inspection, repair, replacement or testing of any Basic Outdoor Scheme service and / or SingTel equipment and any other equipment relevant to the provisioning of the Basic Outdoor Scheme service;
  - ii. to check and verify the manner in which the service is being utilized, redistributed or provided as the case may be by the customer;
  - iii. to install, collect, remove, maintain or replace any equipment; or
  - iv. for any other purposes in relation to the Basic Outdoor Scheme Service.
- 15. In the event that SingTel's authorized personnel or contractor is unable (at the date and time specified in any such appointment) to gain access to the site or to carry out such installation, inspection, maintenance, repair or replacement for any reason not attributed to SingTel or its personnel or contractor, SingTel may at its discretion, charge the customer such call-out fee for the visit of SingTel's personnel or contractor to the site premises on that date at SingTel's then prevailing rate.
- 16. Standard indoor (Air-con) specification:
  - i. temperature: up to 22 °C;
  - ii. relative humidity: up to 45%, non condensing;
  - iii. proper dedicated neutral and a grounding grid should be provided;
  - iv. no exposure to direct sunlight and rain;
  - v. proper water proofing to prevent water seepage;
  - vi. secured location or enclosure to prevent unauthorized access to avoid theft and vandalism; and
  - vii. dust free.

**Suspension and Termination Provisions:** refer to www.singtel.com under "Business Customers".

# **Eligibility:**

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

- is a duly licensed Facilities Based Operator or Services Based Operator in Singapore; and
- accepts the terms and conditions of the Customised Scheme in its entirety.