

Effective Date: 21 January 2010

Name of Service: SingTel Dark Fibre, DigiNet and GigawaveLite Services.
For additional details, refer to www.singtel.com under “Business Customers”

Description: Customised Dark Fibre, DigiNet and GigawaveLite Scheme
(Customised Scheme)

Prices (including discounts):

(a) DigiNet and GigawaveLite

Service	Monthly Recurring Charge per Circuit	One-Time Charge per Circuit
(With effect from 12 February 2010) 1 x 155M DigiLink (Standard) and 1 x 155M DigiLink (Standard with one-end interface protection)	\$6,500	\$3,500
<i>Optional:</i> 1 x 155M DigiLink (Standard)	\$6,500	\$3,500
<i>Optional:</i> 4 x 622M DigiLink (Standard)	\$11,722	Waived
1 x 2.5Gbps (STM16) GigawaveLite (Unprotected)	\$13,100	\$4,000

(b) Dark Fibre

Service	Upfront charge	One-Time Charge
1 x Dark Fibre pair	\$2,100,000	Waived
Relocation of 1 x existing Dark Fibre pair	-	Waived

1. The contract term for the DigiLink and GigawaveLite services is one (1) year; for the Dark Fibre service is 15 years.
2. For the avoidance of doubt, the contract term for the existing Dark Fibre will not be affected by the relocation.
3. The upfront charge for the Dark Fibre service excludes connection and collocation charges (if any) at the A-end and B-end; the customer shall be liable for all such charges.

Terms and Conditions:

1. Payment for the Dark Fibre service must be made upon service activation.
2. In the event that the customer requests for a relocation of the customised Dark Fibre service from the customer's POP to another site in Singapore – excluding any cable landing station, satellite earth station and any non-business address – SingTel will

provide a parallel run at a charge of \$38,000 for a maximum of three (3) calendar weeks beyond which time the parallel run will be chargeable at \$8,000 per week. Any request for relocation shall be subject to acceptance by SingTel and resource availability.

3. The customised charges are only applicable to the combination of services specified in tables (a) and (b). Any additional circuits shall be negotiated separately.
4. The Service Level Guarantee for the Dark Fibre service is as follows:

Outage (x)	Rebates
6 hrs < x ≤ 12 hrs	5% of monthly charge
12hrs < x ≤ 24hrs	10% of monthly charge
24 hrs < x ≤ 48hrs	15% of monthly charge
x > 48hrs	20% of monthly charge

5. For the purpose of calculating the rebates, the monthly recurring charge (**MRC**) for each pair of Dark Fibre will be \$19,000.
6. The total rebates per calendar month shall not exceed the MRC for that link.
7. The Customer shall be responsible for obtaining all authorizations necessary for SingTel to access the Customer's POP and Cable Stations.
8. Both ends of the customised Dark Fibre service must terminate at the customer's equipment. Both ends must be legally valid business addresses at premises in Singapore owned or validly leased by the customer. The service will not terminate at any premises not approved by SingTel for that purpose including but not limited to earth station, telephone exchange, manhole, room housing a main distribution frame, power room, lead-in pipe, ducting, at any outdoor site, or at any premises not owned or leased by the customer. SingTel shall not entertain any request for termination of the service at any such sites.
9. A site survey shall be conducted for each site where the services subscribed under the Customised Scheme are to be provided. The site survey shall be chargeable at \$500 per site and be governed by the specific terms and conditions for the SingTel Site Survey.
10. The customer shall not resell the services subscribed under the Customised Scheme either as is or as a full or sub-bandwidth standalone service, but may use the services as part of its own network to offer its own services. Notwithstanding the foregoing, the customer shall be entitled to resell the service to its affiliate, which for the avoidance of doubt, is an entity in which the customer directly or indirectly through another entity within its group of companies owns one hundred percent (100%) of the share capital in that entity (**Wholly Owned Subsidiary**), to be used as part of its own or the Wholly Owned Subsidiary's own network in accordance with the restrictions and requirements of this clause provided however that the customer or the Wholly Owned Subsidiary shall not be entitled to resell the services subscribed under the Customised Scheme to any other third party 'as-is'.
11. The services subscribed under the Customised Scheme are subject to resource availability.

12. All other terms and conditions of the SingTel Dark Fibre, DigiNet and GigawaveLite services shall apply.

Suspension and Termination Provisions:

1. In the event that the customer terminates a circuit subscribed under the Customised Scheme prior to the end of the contract term, the customer shall be liable for the prevailing premature termination charges.
2. There shall be no refund or rebate of monies paid in the event the customer terminates the service(s) subscribed under the Customised Scheme prior to the expiry of the service contract term except where the Customised Scheme is terminated as a result of SingTel's material breach, then SingTel will refund the proportionate monies to the customer for the remaining period of the contract term for the particular service(s) affected by the material breach.

Eligibility:

- is a duly licensed facilities-based operator (FBO);
- subscribes to all the services in tables (a) and (b) i.e. 1 x Dark Fibre pair, 2 x 155M DigiLink and 1 x 2.5Gbps (STM16) GigawaveLite (Unprotected);
- currently has or is willing to subscribe to at least 4 x Dark Fibre pairs on 15-year contract terms. For the avoidance of doubt, this is in addition to the Dark Fibre pair in table (b);
- currently has or is willing to commit to a minimum annual spending of \$20M on SingTel services;
- accepts the terms and conditions of the Customised Scheme in its entirety