

**Effective Date:** 13 July 2012

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

**Description:** Satellite Local Access Service Level Agreement (SLA)

**Prices (including discounts):**

1. Service Provisioning

| <b>(Delay by)</b> | <b>(% of Installation Charges)</b> |
|-------------------|------------------------------------|
| 1 working day     | 10%                                |
| 2 working days    | 20%                                |
| 3 working days    | 50%                                |
| 4 working days    | 75%                                |
| >5 working days   | 100%                               |

2. Service Availability for Satellite Local Access (Leased Circuit)

| <b>Outage (x)</b>        | <b>Availability (%)</b> | <b>Rebate<br/>(% of monthly recurring charge)</b> |
|--------------------------|-------------------------|---|
| 43 minutes < x ≤ 4 hours | ≥99.44% to <99.9%       | 10%   |
| 4 hours < x ≤ 10 hours   | ≥98.61% to <99.44%      | 20%   |
| 10 hours < x ≤ 20 hours  | ≥97.22% to <98.61%      | 30%   |
| 20 hours < x ≤ 30 hours  | ≥95.83% to <97.22%      | 50%   |
| > 30 hours               | <95.83%                 | 100%  |

3. Service Availability for Satellite Local Access (Ethernet)

| <b>Outage (x)</b>       | <b>Availability (%)</b> | <b>Rebate (% of monthly recurring charge)</b> |
|-------------------------|-------------------------|---|
| 0 hours < x ≤ 4hours    | ≥99.44% to <100%        | 10%   |
| 4 hours < x ≤ 10 hours  | ≥98.61% to <99.44%      | 20%   |
| 10 hours < x ≤ 20 hours | ≥97.22% to <98.61%      | 30%   |
| 20 hours < x ≤ 30 hours | ≥95.83% to <97.22%      | 50%   |
| > 30 hours              | <95.83%                 | 100%  |

4. Latency for Satellite Local Access (Ethernet)

| <b>Network Latency</b> | <b>Rebate (% of Monthly Rental)</b> |
|------------------------|-------------------------------------|
| >2ms                   | 10%                                 |

Network latency shall mean the average time (in milliseconds) for a 64-byte diagnostic data to transit the Satellite Local Access (Ethernet) network and return. For the avoidance of

doubt, the latency SLA only applies to circuits provisioned on the Carrier Ethernet (CE) platform due to technical limitations on the Synchronous Digital Hierarchy (SDH) platform.

**Terms and Conditions:**

1. The customer shall not be entitled to make any claim under any of the above SLA in any of the following circumstances, where applicable:
  - (a) disconnection and/or reconnection of the service due to any non-payment of any fees and charges; or where the service is disconnected by reason of it being used for any illegal or unlawful purpose; or otherwise where the customer is in breach of the terms and conditions of service;
  - (b) provision of the service under promotional packages or trials with or without any fees or charges;
  - (c) fault due to any equipment, wiring and/or socket(s) and/or cabling network owned or operated by the customer, or customer acts or omissions, including those of customer's employees, officers, contractors, agents or vendors;
  - (d) provision or restoration of the service where overhead pole erection is involved, or where any site co-ordination meeting is involved, or where any offshore island is involved, or where SingTel needs to obtain or maintain any license, wayleave, permission or easement necessary to the provision or maintenance of the service;
  - (e) SingTel's staff and/or its agent have difficulty accessing to or working in the customer's premises due to the premises being inaccessible, in unsafe working condition or in any other inadequate or deficient state;
  - (f) provision of the service upon the customer's requested appointment time on the RFS date, or on a date different from RFS date as agreed, or where the RFS date is changed by the customer;
  - (g) delay in provision or restoration of the service, or interruption to the service, caused by events beyond SingTel's reasonable control, including but not limited to removal of or damage caused to SingTel's distribution point, cables or poles by whomsoever and for whatsoever reasons;
  - (h) provision of the service in areas where there is no existing or sufficient SingTel cable or equipment capacity in the vicinity;
  - (i) where SingTel is unable to provide or maintain the service or there is a delay in providing or maintaining the service owing to any regulatory constraints, prohibitions or limitations or any failure, refusal or delay by any building owner or regulatory authority, including IDA in granting SingTel any wayleave, license, approval or consent to use the MDF or TER(s) in any building which is necessary or incidental to the provision or maintenance of the service;
  - (j) disruption of the service due to deterioration of the customer's facility housing SingTel equipment to a level below the specifications and operating conditions advised by SingTel;
  - (k) provision of the circuit for temporary usage;

- (l) planned outages of which SingTel has given advance notice;
- (m) customer equipment not being ready thereby affecting the RFS date;
- (n) network outages for which the customer has not reported a fault. Pro-active monitoring and any detection by SingTel of any fault are excluded in this SLA;
- (o) throughput of the circuit bandwidth;
- (p) any period for which SingTel, during testing action, confirms has circuit performance consistent with SingTel's performance standards.
- (q) periods where the circuit(s) has been restored by diverting all information from the affected site to another local location chosen by the customer as part of a disaster recovery plan separately subscribed for by the customer;
- (r) fault reported by customer but no fault is found or confirmed by SingTel;
- (s) periods where customer's staff are not available or contactable;
- (t) a circuit is able to communicate with at least one other circuit or application on the respective service network.

2. All other terms and conditions of SingTel Satellite Local Access service shall apply.

**Suspension and Termination Provisions:**

*refer to [www.singtel.com](http://www.singtel.com)*

**Eligibility:**

Retail customers and SingTel authorised resellers