

# Fibre Broadband with LTE Backup

## Service Level Agreement



Effective: 30 May 2018

This Service Level Agreement (“SLA”) applies only to MyRepublic’s Business Fibre Broadband with LTE Backup service plans (“Service”). In addition to this SLA, the provisions of the Master Service Agreement (“MSA”) and any Specific Terms and Conditions relating to the Service, as well as the remaining provisions of the applicable service plan, shall also apply. Taken together, this SLA and any applicable Terms and Conditions may be amended by us from time to time. It is your responsibility to be aware of such changes, which will take effect when posted on our Website. All references to “we”, “us” and “our”, are to MyRepublic.

### 1. Application of SLA

- 1.1. This SLA shall only apply to Services provided and managed by us with both the originating and terminating ends located locally, and shall exclude any and all access circuit portion(s) provided by a third party and all other customer premises equipment. This SLA supersedes any and all existing Business Package Service Level Agreement entirely with effect from the Effective date.

### 2. Service Level Agreement

- 2.1. We will offer you the following Service Level Agreements;

- 2.1.1. Installation and Provisioning Lead-time Agreement
- 2.1.2. Service Uptime Agreement
- 2.1.3. Network Restoration and Mean-time-to-Repair (MTTR) Agreement
- 2.1.4. Failover Agreement
- 2.1.5. Hardware Replacement Agreement

- 2.2. If we are unable to meet any of the agreements, you are eligible to claim applicable Service Credits as set forth below in this Service Level Agreement (SLA).

### 3. Installation and Provisioning Lead-time Agreement

- 3.1. We will install and provisioned the Service within 14 business days, as measured from the date an order has been accepted and entered into our order management system by us, and subject to Netlink Trust (NLT) fibre and 4G LTE network coverage, availability of network, service, resources, access, in-building cabling and tray and the procurement of all relevant approvals.
- 3.2. An order will not be approved until a signed Service Application Form (SAF), endorsed with your Corporate Stamp, and any other required documentation specified by us, has been received, reviewed, approved and entered into our order management system by us. We may request for additional technical documentation including a completed questionnaire for IPv4 Allocations as well as completed questionnaires for network configurations.
- 3.3. If we fail to meet this provisioning lead time agreement level, you may choose to cancel the order with no penalty provided we have not installed any part of the Service, including the Termination Point or Fibre into your premises. If any part of the Service is installed, you have deemed to have accepted any delay to this agreement and Cancellation Charges shall apply should you require the Service to be cancelled.
- 3.4. Our Installation and Provisioning Agreement is subjected to the following terms and condition;
  - 3.4.1. You or your representative, including building management, must cooperate with us in the installation and provisioning procedure. This includes an accurate completion of the Service Application Form (SAF) containing detailed demarcation information and other onsite contact listings. Changes in the SAF made by or on behalf of you or the occurrence of events outside the reasonable control of us, such as Force Majeure (as defined in the MSA), may result in delays for which we are not responsible hereunder.
  - 3.4.2. You or your representative, including building management must be physically present at the time of installation and must provide access to the designated building’s Main Distribution Frame (MDF)

room, access panel or any other locations on the date(s) agreed to by us and Netlink Trust. Such building access and escort must also be provided to other necessary personnel to perform the installation of the connection.

- 3.4.3. This Installation and Provisioning Agreement applies to the interval between the original order approval date and original Installation and provisioning date. If you request a change to an order during implementation of Service, the Installation and Provisioning Agreement date shall, at our sole discretion, begin again upon change acceptance.

#### 4. Service Uptime Agreement

- 4.1. We agree on a monthly network uptime of 99.999% using commercially reasonable endeavours.
- 4.2. The Service Uptime Agreement shall be calculated as follows;

$$\text{Total Service Uptime (\%)} = \frac{a - b}{a} \times 100\%$$

*a = Total time in a month in minutes (43,200 minutes in a 30 days month); and  
b = Total time in minutes that a circuit is not available in that same month*

- 4.3. The period during which the Service is not available is known as "Outage". Outage means an occurrence of Service breakdown beginning with the date we are notified by you by means of your fault report or when it is first detected in our management network system, whichever is earlier. Outage shall end upon you being notified by us of the Restoration of the Services.
- 4.4. The Customer is eligible to "Service Uptime Service Credit" for Outage if the Service Uptime falls below 99.999%. The Service Uptime Service Credit for this Service is a flat 5% discount off the relevant circuit Monthly Recurring Charge (MRC) for the affected month.
- 4.5. The Service Uptime Service Credit and Network Restoration and Mean-time-to-Repair (MTTR) Service Credit are mutually exclusive. You may claim for only one type of credit in a given month, but not any other.

#### 5. Network Restoration and Mean-time-to-Repair (MTTR) Agreement

- 5.1. We agree to restore Services within eight (8) hours of Outage, also known as Mean-time-to-Repair (MTTR) using commercially reasonable endeavours.
- 5.2. The Mean-time-to-Repair (MTTR) shall be calculated as follows;

$$\text{MTTR} = \frac{c}{d}$$

*c = Total time in hours a circuit is not available in a month in hours; and  
d = Total number of Outages for that circuit in the same month*

- 5.3. The period during which the Service is being repaired is known as "Restoration". Restoration means the duration of Service Outage beginning with the time we are notified by you by means of your fault report or when it is first detected in our management network system, whichever is earlier and ends upon you being notified by us of the successful repair of the Services.
- 5.4. The Customer is eligible to "Network Restoration and Mean-time-to-Repair Service Credit" for Restoration if our Mean-time-to-Repair exceeds eight (8) hours. The Network Restoration and Mean-time-to-Repair Service Credit for this Service is a flat 10% discount off the relevant circuit Monthly Recurring Charge (MRC) for the affected month.
- 5.5. The Service Uptime Service Credit and Network Restoration and Mean-time-to-Repair (MTTR) Service Credit are mutually exclusive. You may claim for only one type of credit in a given month, but not any other.

#### 6. Failover Agreement

- 6.1. We agree to failover the fibre internet access to the 4G LTE internet access within five (5) seconds of an occurrence of an Outage for dynamic IP failover, and within forty-five (45) seconds for static IP failover.

- 6.2. The occurrence by which you are unable to access the internet via fibre is known as an "Outage". This Outage strictly refers to our core network issues that results in an unavailability of data download and upload to the world wide web.
- 6.3. We will configure failover mechanism on the provided managed service device to enable the failover during an Outage. This Outage, however, excludes any on premise unmanaged services devices or cabling issues that results in the unavailability of internet access.
- 6.4. We are not liable for the data connectivity on the back up 4G LTE internet access which will be provided on a best effort basis. This Outage does not apply to the unavailability of data download and upload to the world wide web via 4G LTE service.
- 6.5. You are eligible to "Failover Service Credits" for Outage if the failover during an Outage exceeds the timing stated in clause 6.1. The Failover Service Credits for this Service is a flat 5% discount off the relevant circuit Monthly Recurring Charge (MRC) for the affected month.
- 6.6. This Failover Service Credit is inclusive of other service credits, meaning that you will be entitled to claim this Service Credit on top of the other service credits stipulated in the SLA for the relevant affected circuit in any month.

## 7. Service Credit Claims

- 7.1. This SLA represents our entire obligation to you for any period during which the Service Level Agreement is breached. We shall not be liable to you or to any representative claiming through you for any direct, indirect, consequential or incidental damages or losses or expenses whatsoever, including but not limited to, loss of profits or business and irrespective of whether the claim arises in contract, tort (including negligence), or otherwise in respect of any breach of the Service Level Agreement.
- 7.2. Service Credits shall be calculated by reference to the records held by us, which shall be conclusive evidence of the level of Services provided by us. Residual Service Credits shall not be carried over to subsequent years or subsequent periods (as the case may be).
- 7.3. We shall not be liable for any Service Credit in any case where you do not present the claim for Service Credit to us within thirty (30) business days after the date on which the Service Level Guarantee is not met and after the end of twelfth (12th) month from the successful activation of the Service, whichever is later. For the purposes of calculating the amount of Service Credit, the Monthly Recurring Charge (MRC) is deemed to cover 30 calendar days or 720 hours.
- 7.4. To present a claim, you must email us at [smesupport@myrepublic.com.sg](mailto:smesupport@myrepublic.com.sg), addressed to your respective Account Manager and provide;
  - 7.4.1. Your Name and Contact Information
  - 7.4.2. Brief Description of the characteristic of the Service Credit
  - 7.4.3. Evidential Data clearly indicating the measurement of the breached Service Level Agreement
  - 7.4.4. Total Service Credit Claimable
- 7.5. We will provide written or email confirmation if your claim to Service Credit is approved or rejected and specify the basis for rejection. We may, as determined by us, set off the amount of service credit against your next bill or set off all or part of the service credit amount against any outstanding Charges you owe. Under no circumstances will we be obligated to make any refund to you by way of cash payment.
- 7.6. You shall not be entitled to any compensation under this SLA for a breach in the SLA due to, but not limited to, the following:
  - 7.6.1. fault caused by or arising from your and/or any third party's network, system, equipment, hardware, software, your and/or third party's acts and/or omissions;
  - 7.6.2. failure in public network facilities to which the Service may be connected;
  - 7.6.3. any Equipment directly connected to your local area network which connects to the Service;
  - 7.6.4. planned outages in our network which we have given advance notice to you;
  - 7.6.5. the inability of, or delay caused to our staff and/or agents in accessing or working on your premises due to the premises being inaccessible, in unsafe working conditions or in any other inadequate or deficient state;

- 7.6.6. the inability of, or delay caused to our staff and/or agents in accessing or working on the circuit(s) for any reason whatsoever (including but not limited to the lack of co-operation of your staff and/or agents to make available the Service for maintenance);
- 7.6.7. outages or disruptions not reported by you to us;
- 7.6.8. anything beyond our commercially reasonable control, including the matters beyond our control as set out in the Agreement between us for the provision of the Service (i.e. force majeure events);
- 7.6.9. faults, interruption or disruption of the network or equipment of other Service Providers;
- 7.6.10. your request for us to conduct any test on the circuit(s); and/or
- 7.6.11. disconnection and/or reconnection of the circuit(s) due to non-payment of any Charges payable to us or where the circuit(s) is disconnected by reason of it being used for any illegal or unlawful purpose or otherwise in breach of your obligations.

7.7. In the event of a dispute with regard to your qualification to make a Service Credit claim or as to the quantum of the claim payable to you, our decision on the matter or issue shall be final.

7.8. This SLA may be withdrawn or amended by us given thirty (30) calendar days' notice period without assigning any reasons therefore and without being liable to you in damages or otherwise, except that any rebates accrued and due to you under this SLA as at the date of such amendment or withdrawal will be paid by us to you.

--- End of SLA ---