

## Dedicated Internet Access – Service Level Agreement

This Service Level Agreement (“**SLA**”) applies only to MyRepublic’s Dedicated Internet Access service (“**DIA Service**”) plans. In addition to this SLA and any Specific Terms and Conditions relating to the DIA 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.

This Dedicated Internet Access SLA is to be read in conjunction with the DIA Service Specific Terms and Conditions (“**DIA Service Terms**”).

### 1. Application of SLA

- 1.1. This SLA shall only apply to DIA Service 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 past SLA 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. Network Latency Agreement; and
  - 2.1.5. Packet Success Delivery 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 SLA.

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

- 3.1. We will install and provision the DIA Service within 6-8 weeks measured from the date we accepted your Application, and subject to Netlink Trust (NLT) fibre network coverage, availability of network, service, resources, access, in-building cabling and tray and the procurement of all relevant approvals.
- 3.2. Subject to clauses 3 and 5 of the DIA Service Terms, you may cancel the part of the DIA Service that we are unable to provide, without paying any cancellation charges on that part, if (1) we are unable to provision and activate the DIA Service 14 days beyond the RFS date or our provisioning lead-time (whichever later), and (2) the fibre and/or TP have not been installed at the Installation Address. If any part of the DIA Service is installed, you have deemed to have accepted any delay to this agreement and cancellation charges, or deactivation charges and early termination charges as provided in clauses **Error! Reference source not found.** and **Error! Reference source not found.** of the DIA Service Terms shall apply should you require the DIA Service to be cancelled.

### 4. Service Uptime Agreement

4.1. We agree on a monthly network uptime of 99.95% using commercially reasonable endeavours.

4.2. The **Service Uptime** 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 DIA Service is not available is known as “**Outage**”. Outage means an occurrence of DIA 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 network, whichever is earlier. Outage shall end upon you being notified by us or as captured in our network system.

4.4. You are eligible to “Service Uptime Service Credit” for Outage if the Service Uptime falls below 99.95%. The Service Uptime Service Credit for this Service is a flat percentage discount off the relevant circuit Monthly Recurring Charge (**MRC**) for the affected month according to the table below.

<b>Cumulative Monthly Outage Duration after 4 Hours and 22 Mins (99.95% Service Uptime)</b>	<b>Service Uptime Service Credit</b>
Less than 8 hours	15%
From 8 hours to less than 16 hours	20%
From 16 hours to less than 24 hours	30%
Above 24 hours	40%

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 the other.

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

5.1. We agree to restore DIA Service within eight (8) hours of Outage, also known as Mean-time-to-Repair (**MTTR**) using commercially reasonable endeavours.

5.2. The MTTR shall be calculated as follows;

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

*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 DIA Service is being repaired is known as “**Restoration**”, which is the duration of Outage.

5.4. You are eligible to “Network Restoration and Mean-time-to-Repair Service Credit” for Restoration if our MTTR exceeds eight (8) hours. The Network Restoration and Mean-time-to-Repair Service Credit for this Service is a flat ten (10) percentage discount off the 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 the other.

## **6. Network Latency Agreement**

- 6.1. We agree that the Latency of the DIA Service will not exceed the specific time in the table below using commercially reasonable endeavours.

<b>Network Latency Measurement</b>	<b>Network Latency</b>
Within Singapore	50 milliseconds or less
Within Asia (excluding China)	150 milliseconds or less
Singapore to Oceania	200 milliseconds or less
Singapore to US	230 milliseconds or less
Singapore to Europe	325 milliseconds or less

- 6.2. **Latency** is defined as the average roundtrip delay between our international and local IP Point-of-Presences within our network only.
- 6.3. After being notified by you of Latency in excess of the time specified above, we will use commercially reasonable efforts to determine the source of such excess Network Latency and to correct such problem to the extent that the source of the problem is on our network.
- 6.4. If we fail to remedy within twenty-four (24) hours of being notified of any excess of time in Latency and average Latency for the preceding 30 days has exceeded the time specified above, you are eligible to Network Latency Service Credit of a flat fifteen (15) percentage discount off the MRC for the affected month.
- 6.5. We are not liable for any excess of time in Latency that is outside our network.
- 6.6. This Network Latency 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. **Packet Success Delivery Agreement**

- 7.1. We agree that the average monthly Packet Success Delivery will be no lesser than 99.5% using commercially reasonable endeavours.

- 7.2. **Packet Success Delivery** shall be calculated as follows;

$$\text{Packet Success Delivery} = \frac{f - e}{f} \times 100\%$$

*e* = Total number of Packets Lost

*f* = Total number of Packets Sent

- 7.3. **Packet Lost** is defined as the monthly average number of packets that are dropped between our international and local IP Point-of-Presences within our network only.
- 7.4. We monitor this aggregated Packet Loss on an ongoing basis, and compile the collected data into a monthly average packet loss measurement for our network.
- 7.5. After you notify us that the Packet Success Delivery is below the specified rates above, we will use commercially reasonable efforts to determine the source of the Packet Loss and to correct such problem to the extent that the source of the problem is on our network.
- 7.6. If we fail to remedy within twenty-four (24) hours of being notified, and average monthly Packet Success Delivery for the preceding 30 days is below the rates specified above, you are eligible to Packet Success Delivery Service Credit of a flat fifteen (15) percentage discount off the MRC for the affected month.
- 7.7. We are not liable for any Packet Loss that is outside our network.
- 7.8. This Packet Success Delivery 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.

## **8. Service Credit Claims**

- 8.1. This SLA represents our entire obligation to you for any period during which the SLA 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 SLA.
- 8.2. Service credits shall be calculated by reference to the records held by us, which shall be conclusive evidence of the level of the DIA Service provided by us.
- 8.3. 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 SLA is not met and after the end of twelfth (12<sup>th</sup>) month from the successful activation of the DIA Service, whichever is later. For the purposes of calculating the amount of service credit, the MRC is deemed to cover 30 calendar days or 720 hours.
- 8.4. To present a claim, you must email us at [business.order.sg@myrepublic.net](mailto:business.order.sg@myrepublic.net), addressed to your respective Account Manager and provide;
  - 8.4.1. Your name and contact information
  - 8.4.2. Brief description of the characteristic of the service credit
  - 8.4.3. Evidential data clearly indicating the measurement of the breached SLA
  - 8.4.4. Total service credit claimable
- 8.5. 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.
- 8.6. 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:
  - 8.6.1. 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;
  - 8.6.2. failure in public network facilities to which the DIA Service may be connected;
  - 8.6.3. any Equipment directly connected to your local area network which connects to the DIA Service;
  - 8.6.4. planned outages in our network which we have given advance notice to you;
  - 8.6.5. 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;
  - 8.6.6. 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 DIA Service for maintenance;
  - 8.6.7. outages or disruptions not reported by you to us;

- 8.6.8. 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 DIA Service (i.e. force majeure events);
- 8.6.9. faults, interruption or disruption of the network or equipment of other service providers;
- 8.6.10. your request for us to conduct any test on the circuit(s); and/or
- 8.6.11. 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.
- 8.7. 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.
- 8.8. 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.

**9. Revision**

- 9.1. MyRepublic reserves the right to change, amend or revise this Specific Terms and Conditions. The revised Specific Terms and Conditions shall become effective once posted on the MyRepublic website.

Effective as on 16 April 2019.