

Dedicated Internet Access Service – Specific Terms and Conditions

The Dedicated Internet Access Service (“**DIA Service**”) is a reliable business fibre high-speed internet service for enterprises requiring dedicated connectivity bandwidths.

The DIA Service Specific Terms and Conditions (“**DIA Service Terms**”) set out the basis in which MyRepublic will provide the DIA Service to you.

This DIA Service Terms shall be read in conjunction with the MyRepublic Business General Terms and Conditions (“**Business General Terms**”).

1. Definition and Interpretation

1.1. In these DIA Service Terms, words and expressions shall have the following meaning:

“**Business Hours**” refer to Monday-Friday (excluding public holidays), from 8am to 5.30pm in Singapore;

“**Customer**” means the company, business or organisation that applies for and/or acquires services from MyRepublic; and “you” and “your” have corresponding meanings;

“**Equipment**” means any network equipment owned by either MyRepublic, or MyRepublic supplies that is used to provide the DIA Service to you, and excludes any network equipment that you have purchased from MyRepublic and have fully paid for, or is otherwise supplied by yourself to access the DIA Service;

“**Installation Address**” refers to the address of the Premises at which we agree to provide the DIA Service to you. The address must be registered and have a correct, existing and valid unit number within the Premises. Where there is no valid unit number, we may have to offer the DIA NBAP service subject to NLT classification;

“**MyRepublic**” means Myrepublic Limited (Company No: 202125011N), and “we”, “us” and “our” have corresponding meanings;

“**NBAP**” refers to Non-Building Address Point which is a NLT classification for a location without a physical address, which may also include indoor common areas or enclosed areas (e.g. Fire Command Centre) without a registered unit number;

“**Network**” means the telecommunications and data systems owned by us and our suppliers which we use to provide the DIA Service to you and other customers;

“**NGN**” refers to the next generation national info-communication infrastructure provided by NLT;

“**NLT**” means Netlink Trust which design, build, own and operate the passive fibre network infrastructure (comprising ducts, manholes, fibre cables and Central Offices) in Singapore. Where the DIA Service is provided over the NLT NGN platform, certain third party’s terms and conditions may apply in addition to these terms and conditions and such third party’s terms and conditions shall supersede these terms and conditions;

“**Premises**” means the property bearing the Installation Address which we provide the DIA Service and is connected to the Network. If you rent or own the entire compound, building or shop house, the Premise shall comprise of the area beyond the MDF room or FDP in the building or shop house; and

“Service Commencement” means the successful connection of the DIA Service so that the service is available for use by the Customer;

“TP” means fibre network termination point at the Installation Address.

- 1.2. For the purposes of interpretation and construction of the agreement:
 - 1.2.1. words importing the singular or plural include the plural and singular respectively
 - 1.2.2. headings are inserted for convenience only and do not affect the interpretation of this agreement;
 - 1.2.3. words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; and
 - 1.2.4. any reference to any statute or regulation is a reference to that statute or regulation as amended or replaced.

2. Scope of Services

- 2.1. We will supply the DIA Service to you in accordance with the details set out in the application form, until the DIA Service is terminated in accordance with the provisions of this agreement
- 2.2. The DIA Service is offered only to premises located within Singapore mainland and limited number of connected islands (such as Jurong Island) only.
- 2.3. Our scope of works includes installing fibre, TP(s) and Equipment in your Premises, configuring the Equipment, and testing and activating the DIA Service, providing support for the DIA Service and Equipment, and collection of Equipment when you terminate the DIA Service with us.
- 2.4. In the event that we suspect that you are using or allowing the DIA Service to be used for fraud, misconduct or any other illegal or improper purpose, we will refer this to the relevant authorities without notice to you and comply with directions or guidelines issued by them without further reference to you.

3. Application and Eligibility

- 3.1. You may apply for the DIA Service through our authorised representative in person or in writing using our latest application forms (**“Application”**).
- 3.2. You must comply with the below requirements in order to be eligible for the DIA Service:
 - 3.2.1. be an entity that is registered with the Accounting and Corporate Regulatory Authority (ACRA) of Singapore or with a Singapore Unique Entity Number (**UEN**);
 - 3.2.2. qualify under our credit policy including not having any outstanding debt with us;
 - 3.2.3. provide details of an authorised contact person with a valid email address and contact phone number; and
 - 3.2.4. provide us accurate and complete background information necessary or desirable for us to supply the DIA Service, and
 - 3.2.5. not have been a customer who has previously misused our services.
- 3.3. We may request for additional technical documentation including a completed questionnaire for internet protocol (**“IP”**) address allocations as well as completed questionnaires for network configurations as part of your Application.
- 3.4. As part of the Application assessment, we may seek verification of your identity and credit status with our authorised bodies / suppliers. You authorise us to verify your credit status with

any credit reference agency, at our cost, and to disclose information about you to any credit reference agency for that purpose. Subject to any applicable privacy laws, we do not have to disclose our credit criteria or the reasons for our decision on any Application. We do not accept responsibility for the accuracy of any information provided to us about you by a credit reference agency.

- 3.5. We may impose additional conditions when accepting an Application such as a credit limit, or we may require you to pay a security deposit before we activate and supply the DIA Service.
- 3.6. We reserve the right not to accept your Application of the DIA Service at our discretion and without any liability to you.
- 3.7. The provisioning lead-time of the DIA Service is 6-8 weeks measured from the date we accept your Application, subject to NLT fibre network coverage, availability of network, service, resources, access, in-building cabling and tray and the procurement of all relevant approvals.
 - 3.7.1. The Request for Service (“**RFS**”) date in your application form should not be shorter than the provisioning lead-time of the DIA Service. We have the right to reject your Application if we are unable to meet your RFS date.
 - 3.7.2. We shall not be liable if the provisioning lead-time is not met due to events outside our control, including but not limited to, any third party’s act and/or omission. We reserve the right to change the provisioning lead-time without liability.
- 3.8. If we accept your Application, we will inform you in writing that your Application has been accepted for processing. Thereafter, we will use our commercially reasonable endeavours to provide the DIA Service on the RFS date, subject to clauses 2.2, 3.1 and 3.7 above.
 - 3.8.1. If you require to change the Installation Address before the fibre and/or TP has been installed, we will treat the request as a cancellation to the Application, and a cancellation charge shall apply. A new Application is thereafter required for the DIA Service at the revised Installation Address.
 - 3.8.2. If you require to change the Installation Address after the fibre and/or TP has been installed, we will treat the request as a termination to the Application, whereby termination clause 14.3 shall apply. A new Application is thereafter required for the DIA Service at the revised Installation Address.
 - 3.8.3. If you cancel an Application before the fibre and/or TP has been installed, a cancellation charge shall apply.
 - 3.8.4. If you cancel an Application after the fibre and/or TP has been installed, termination clause 14.3 shall apply.

4. Minimum Commitment Period

- 4.1. The DIA Service under this agreement shall remain active or in-service for a period not less than the contract term as set out in the Application, starting from the Service Commencement date (“**Minimum Commitment Period**”).
- 4.2. If the DIA Service was suspended from active service, the Minimum Commitment Period of the DIA service will be extended by the period of suspension.
- 4.3. If we agree to any changes to the DIA Service requested by you (including any upgrade of service plan) or the renewal of the DIA Service plan, we are entitled to require the Minimum Commitment Period to be continue until its expiry or added to the new contract term if it is an early renewal.

5. Service Provisioning and Activation

- 5.1. You acknowledge and agree that the installation, provisioning and activation of the DIA Service is subject to:
 - 5.1.1. availability of all required information, including detailed demarcation information and onsite contact information;
 - 5.1.2. availability of network, service, resources, access, in-building cabling and tray and the procurement of all relevant approvals at the time at which the DIA Service is requested or delivered;
 - 5.1.3. you, your representative, including building management, cooperating with us in the installation and provisioning procedures;
 - 5.1.4. geographic and technical capacity of our Network and of our delivery systems at the time at which the DIA Service is requested or delivered; and
 - 5.1.5. provisioning lead-time for the DIA Service and/or the Equipment. Such provisioning lead-time will be determined by us in our discretion and may be changed by us.
- 5.2. We reserve the right not to provision the DIA Service to your Premises where we consider it uneconomic or unsafe to do so or if:
 - 5.2.1. the service application form that you submitted is not duly completed and signed;
 - 5.2.2. you did not provide us with the information we need in clause 3.8.2 above;
 - 5.2.3. we are unable to provide the DIA Service due to any of the reasons stated in clause 5.5 below;
 - 5.2.4. you do not agree to pay for additional charges that is not borne by us, including a long-term security deposit, non-refundable insurance fee or admin fee, and charges to open access panel(s), for security personnel, to remove and reinstate fire retardant along the fibre route, to install GI pipes, conduits or cable trays as imposed by the building management, to provide scissor lift, boom lift or scaffolding in places where ceiling or cabling route are 3m or higher from the floor, for civil works, additional mechanical and electrical works; or
 - 5.2.5. the operating conditions and specifications stipulated by us for the proper performance of the DIA Service, or the installation, operation and maintenance of the DIA Service and the Equipment, is not provided.
- 5.3. We will need to access your Premises to conduct a site survey, and subsequently followed by the installation of the fibre, TP and Equipment, configuration of Equipment, and testing and activation of the DIA Service. You represent and warrant that you are the lawful owner or occupier of such Premises and that you have obtained all necessary consents, licences and permits, and to provide us (including our employees, our contractors and their employees) safe access to your Premises.
 - 5.3.1. 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 NLT. Such building access and escort must also be provided to other necessary personnel to perform the installation of the DIA Service.
- 5.4. If you are installing the cabling required for the provision of the DIA Service, you will ensure that cabling works are completed according to the relevant regulatory authority's and our specifications and guidelines required for the purposes of the installation of the DIA Service prior to the commencement of our installation works. You will ensure that such cables are labelled at both ends to clearly demarcate it as belonging to and under your care.
- 5.5. We have the right to decline to install the DIA Service or impose such conditions (including the provision of equipment, the payment of any charges or reimbursement of expenses by

you) as we may deem appropriate and defer the installation and/or provision of the DIA Service to you until after all such conditions have been fulfilled if we are of the opinion that the installation of the DIA Service at the Premises would result in (or likely to result in) or cause (or likely to cause):

- 5.5.1. any risk of injury to any person;
- 5.5.2. the use of equipment which not commonly used in the installation of the DIA Service;
- 5.5.3. the relocation of any structure, fixture or fitting at the Installation Address;
- 5.5.4. costs, expenses or manpower resources which exceeds the amount usually required on the part of us for the installation of the DIA Service; or
- 5.5.5. us to provide any services which are not usual to, or are outside the scope of, our standard installation services.
- 5.6. We have the right to cancel or terminate the Application if you postpone, delay or do not respond to our request for site survey, fibre, TP and/or Equipment installation, or service activation beyond the RFS date in your Application. In such a case, the cancellation charge shall apply, and in the case whereby the fibre and/or TP has been installed, termination clause 14.3 shall apply. You are therefore advised not to submit an Application if the installation site is not ready or if you are not available for us to engage you for the purpose of this agreement.
- 5.7. Deferment of RFS date before TP installation: You can defer the RFS date given in your application form to your account manager up to a maximum of 7 days ("initial deferment period"), provided the TP has not been installed at the Installation Address. Thereafter we will proceed with the TP installation. Subsequent request for deferment of RFS date will not be allowed. You acknowledge that the Application will be cancelled, and the cancellation charge will be imposed, if you do not allow us to continue installing the TP and activating the DIA Service after the initial deferment period.
- 5.8. Deferment of Service Commencement after TP installed: We do not allow any deferment of RFS date or delay of Service Commencement after the TP has been installed at the Installation Address. We will treat any deferment or delay as a termination request and termination clause 14.3 shall apply.
- 5.9. Cancellation of DIA Service before TP installation: If you cancel your Application before the TP has been installed, you shall be liable to pay us cancellation charges.
- 5.10. Cancellation of DIA Service after TP has been installed: If you cancel your Application after the TP has been installed, we will treat it as a termination request and termination clause 14.3 shall apply.
- 5.11. NBAP site: If the DIA Service is to be used at a location classified as NBAP, further to the terms in this clause 5, the following terms will apply:
 - 5.11.1. We will conduct a site survey of the Premises and TP installation location to evaluate the feasibility to provide the DIA Service to the NBAP site. A site survey fee will apply.
 - 5.11.2. You will secure for our personnel or our authorised representatives access to the NBAP site and relevant rights required for us to carry out the site survey and the provisioning of the DIA Service.
 - 5.11.3. If we determine that it is feasible to install and operate the DIA Service at the NBAP site , after conducting the site survey, we will inform you in writing of:
 - 5.11.3.1. the proposed fibre routing plan, which will be subject to approval by the relevant authorities, Premise owner and building management;

- 5.11.3.2. the revised charges, including a one-time site deployment costs and activation charges, and monthly recurring service charges; and
- 5.11.3.3. the estimated provisioning lead time for the installation and activation of the DIA Service
- 5.11.4. You must either accept or decline the DIA Service quote for the NBAP site within the quote's validity period.
 - 5.11.4.1. If you accept the quote for the NBAP site, we will then commence the fibre routing plan approval request process; but
 - 5.11.4.2. If you do not accept the quote for the NBAP site, you must inform us that you will cancel your Application for the DIA Service. Any site survey or fees incurred to the point you cancel your Application will apply.
- 5.11.5. You agree that no right, title or proprietary interest in the resources to or at NBAP site belongs to you.
- 5.11.6. We reserve the right to accept or to reject any application for the DIA Service to the NBAP site without giving reasons.
- 5.11.7. If the proposed fibre routing plan was rejected and a new plan was required, the quote that we provided earlier will be considered null and void, and we will requote based on the findings of the new site survey.
- 5.12. We will not be liable in any way to you for any loss, damage or liability incurred or sustained by you caused by or arising as a result of:
 - 5.12.1.1. the rejection of any application for the DIA Service; and/or
 - 5.12.1.2. our determination that the Installation Address, Premises or NBAP site is not feasible for installation or operation of the DIA Service.
- 5.13. Unless otherwise stated, all works will be carried out during our Business Hours. You may request for works to be carried out after Business Hours with additional fees (refer to Field Engineer On-site (After Business Hours) charges in clause 19. This fee will be charged if you cancel or postpone an appointment less than 2 hour from the appointment time, or if you fail to process access and on-site guidance to our field engineers (FE) at the agreed appointment time.
- 5.14. Change of TP location after TP has been installed: If you request to change the TP location after it has been installed, a TP relocation charge will apply. You need to determine and inform our FE during the site survey and again during the TP installation works to avoid unnecessary miscommunication, cost and time loss.
- 5.15. 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 5.9 and 5.10 shall apply should you require the DIA Service to be cancelled.
- 5.16. If you have procured other MyRepublic products, services, professional service and/or managed services together with the DIA Service Application, where the scope of work which we have quoted for and are provided in your Application, we will endeavour to coordinate and deliver the services together during the installation period, subject to the terms and conditions of the specific products and services, availability of hardware, resource, timeslot and access to the Premises.

- 5.17. If you have made any change request to an order during installation and provisioning of the DIA Service, the provisioning lead-time shall restart from the date of acceptance of the revised Application, subject to clause 3.7.
- 5.18. Unless otherwise explicitly specified in the Application, we do not support any 3rd party equipment and/or services (e.g. router, switch, firewall, CCTV, network printer, servers) that we do not supply. You will need to engage your IT personnel or vendor to setup, maintain, support, configure, replace and troubleshoot any issues related to the 3rd party equipment and/or services. Where your IT personnel or vendor need to be present to connect to our Equipment and/or DIA Service, you are fully responsible to communicate, coordinate, arrange and ensure his presence during our installation works. We should not be held back, delayed or hindered in our works by the absence of your IT personnel or vendor. Where we are being delayed due to such scenarios, additional FE on-site charges in clause 19 shall apply.

6. Equipment

- 6.1. We will provide the necessary Equipment on a rental basis for the activation of the DIA Service as provided in our quotation to you, and your Application to us.
- 6.2. As we are not the manufacturer of the Equipment, we shall not be held responsible for any Equipment defects or any loss or damage arising out of such defects, even if we supplied the Equipment.
- 6.3. You bear all risks associated to the Equipment, from the time we install the Equipment at your Premises. You are responsible for the use and performance of the Equipment. We will not be responsible for the performance (including but not limited to trouble-shooting) of the Equipment or any related hardware or software.
- 6.4. You will be responsible for the care and maintenance of all our Equipment at your premises, fair wear and tear excepted unless you fail to comply with clause 6.5. Where we need to replace the equipment due to loss or damage, the equipment charges and FE on-site service fee as provided in clause 19 shall apply.
- 6.5. You shall provide sufficient space, electrical power, keep and use the Equipment in a suitable place with appropriate operating conditions, including sufficient ventilation which is free from oil and dust, in accordance with the guidelines, instructions or specifications given by us or the manufacturer. We have the right to reduce our technical support scope, including replacing or loaner support for faulty devices, if you do not meet our operating conditions and specifications stipulated by us for the proper performance of the DIA Service and the Equipment.
- 6.6. The Equipment comes with a limited warranty at the time of receipt. You need to refer to the warranty document provided with the Equipment for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties or remedy for any defect in the Equipment will be according to the terms of the manufacturer's warranty.
- 6.7. You must comply with all applicable laws and instructions, notices or directions issued by the relevant regulatory authority or us from time to time in respect of the installation, use, operation and/or upgrade of the Equipment.
- 6.8. You should not use the Equipment in conjunction with any application, equipment, hardware, software or network other than in the manner approved by us.
- 6.9. You are solely responsible for the Equipment and must not modify or in any way interfere with, nor allow anyone else (other than a person authorised by us) to do so. You must not change the electronic serial number or equipment identifier of the Equipment or to perform a factory reset of the Equipment without our prior consent. We reserve the right to suspend or terminate your DIA Service and retrieve the Equipment if we determine that you have tampered with the Equipment. In the event of such suspension or termination, you will remain responsible for all

the related charges such as the suspension and reactivation fee, deactivation fee and early termination fee where applicable.

- 6.10. You will be solely responsible for the Content/data retrieved, stored or transmitted through the DIA Service and/or the Equipment
- 6.11. If there is a failure of the Equipment, and where we agree to replace the Equipment, we do not guarantee that the replacement Equipment will be of the same or similar model.
- 6.12. Where required, we may assign a user login credential and password to you to allow you access to the equipment or DIA Service.
- 6.13. You will keep the user login credential and password confidential and will not reveal or disclose the user login credential and/or password to any person except to your authorised user(s).
- 6.14. We will have the right to withdraw and assign a new user login credential and/or password to you when we have reason to believe the user login credentials and/or password has been compromised.
- 6.15. We will also have the right to withdraw the user login credentials and/or password from you:
 - 6.15.1. if the DIA Service is terminated; or
 - 6.15.2. when we find that you have not complied, is not complying or is likely not to comply with your obligations under this agreement.
- 6.16. You need to take all such measures as may be necessary (including but not limited to changing your password from time to time) to protect the secrecy of your user login credentials and/or password. You will fully indemnify us with your use of the DIA Service. This paragraph shall survive the termination of this agreement.
- 6.17. Except for the Equipment, you are solely responsible for providing all other equipment, hardware, software, telecommunications services and power supply necessary to connect to and use the DIA Service.

7. Transfer Speed and IP Address

- 7.1. You acknowledge and accept that as with any network, actual data transfer speed experienced by you when using the DIA Service is affected by many factors, such as
 - 7.1.1. type, compatibility, performance and configuration of your computer or equipment (such as the router, switch, firewall, wireless access point) connected to the Network;
 - 7.1.2. performance characteristics and location of your wireless equipment receiving the DIA Service, distance, physical environment, compatibility of Wi-Fi standards between devices, encryption standards, interference of other electronic devices and/or congested wireless channels;
 - 7.1.3. total number of users or equipment connected to the network in your Premises;
 - 7.1.4. applications, equipment, software or networks used by you;
 - 7.1.5. location and configuration of the accessed server or cloud-hosted applications;
 - 7.1.6. type of data accessed, whether non-cached or cached data; and
 - 7.1.7. overall network traffic condition.
- 7.2. We therefore do not warrant or give any guarantee on data transfer speed of the DIA Service.

- 7.3. We will issue IP address(es) for your DIA Service. We reserve the right to handle all requests for IP address changes at our discretion. We reserve the right to blackhole any IP addresses upon any detection of abuse or in cases where an IP address is being targeted by any Denial of Service attacks for a minimum period of 24 hours. You accept that the IP addresses are owned by the Asia-Pacific Network Information Centre (“APNIC”) and ownership, rights to or interest in the IP addresses is not transferable.
- 7.4. If you subscribe to a dynamic DIA Service plan, we will issue a dynamic IP address, and we reserve the right to change that dynamic IP address from time to time without notice to you. You reasonably believe that changing a dynamic IP address will not have a detrimental impact on you.
- 7.5. If you subscribe to a DIA Service plan with a block of static IP addresses, we will issue a range of IP addresses according to your Application. The static IP addresses must be used within our Acceptable Use Policy. We have the right to recall the IP addresses from you without replacement and/or terminate the DIA Service or block of static IP addresses or both with no liability to you if we find that you have breached the Acceptable Use Policy. We also have the right to change the IP addresses under exceptional circumstances where there are no reasonable alternatives (for example, if APNIC requires such a change or recall). If you request to change your static IP addresses, you need to provide us with valid reasons for the change, subject to our acceptance and approval, and a service request fee will apply.
- 7.6. You acknowledge that IP addresses used for hosting file servers, VPN servers, web servers, and proxy servers in Singapore for access by users from other countries, such as the People’s Republic of China, may cause the IP addresses to be blacklisted. If the IP addresses have been blacklisted through your actions and/or those of your users, which we have reasonably concluded through our investigations, and where we have to issue new IP addresses to you, we have the right to charge the MRC for the new range of IP addresses and all blacklisted IP addresses caused by you or your users.
- 7.7. We shall not be liable for any cost as a result of any change to your IP address.

8. Billing

- 8.1. You will pay any one-time charges and recurring subscription fee(s) for the DIA Service at the prevailing prescribed rate(s) within 7 Business Days or the credit payment term as agreed between us. You will be billed in advance for the subscription fees at monthly intervals or such intervals as may be approved by us.
- 8.2. The DIA Service promotional or discounted price is the charges below the usual price as provided in our quotation and applies for the Minimum Commitment Period only. Usual price will apply after the Minimum Commitment Period unless otherwise specified in the Application. You are strongly encouraged to renew your DIA Service package at least 1 month before the end of the Minimum Commitment Period to ensure that you continue to enjoy the promotional or discounted price.
- 8.2.1. Free months, if offered, applies at the start of the contract term, unless otherwise provided in the Application.
- 8.2.2. Free premiums, if offered, can be claimed only after Service Commencement and we have received the first payment for the DIA Service is activated.

9. Customer and Technical Support

- 9.1. We provide 24x7 email and phone technical service support as provided in our website or through our authorised representative. For security and accountability purposes, we will only provide support to any of your officers provided your application form.

- 9.2. If there is a fault that we could not resolve remotely, with your permission and agreement, we would dispatch a FE on-site to troubleshoot the issue as soon as we can or the next business day. The provision of on-site support is subject to resource availability.
- 9.3. We will only provide on-site support at the Installation Address provided by you in the application form.
- 9.4. If we established that the cause of the fault does not lie with our service, our network or the equipment supplied by us, we will need to charge you for FE on-site service fee. For clarity of doubt, you are responsible for any fault caused by damages to the cable/fibre, the trunking, the TP or equipment within your Premises.
- 9.5. If you request for a service call or request to change, replace or reconfigure any Equipment supplied by us, we have the right to charge our standard FE on-site service fee for every request. We will use our commercially reasonable endeavours to assist you in troubleshooting the Equipment supplied by us but will not be responsible if we fail to troubleshoot or resolve the fault.
- 9.6. We are not responsible for providing any support to your equipment or network.

10. Change of Service Plan

- 10.1. You may request to upgrade your DIA Service plan during your contract term to a DIA Service plan with a higher bandwidth and an increase in the monthly subscription charges,
- 10.2. A downgrade of DIA Service plan will constitute a termination of existing DIA Service and termination clause 14.3 shall apply.
- 10.3. A change of plan request is subject to clause 3 above.

11. Relocation

- 11.1. You may relocate your DIA Service (i) within your premise, (ii) to a new premise within the building or (iii) to a new premise at another site, subjected to the provisioning lead-time. Any request for relocation of the DIA Service is subject to clause **Error! Reference source not found.** above and to our absolute discretion.
- 11.2. If we relocate any DIA Service, you must pay us our prevailing relocation charges for the relocation request. Once the Service have been provisioned at the new site, your existing contract (if applicable) would be transferred to the new circuit.
- 11.3. In the event where we are unable to provide the DIA Service, Equipment and/or ancillary items at the new site during the minimum period of service and/or if you decide to terminate the DIA Service due to delay in provisioning, termination clause 0 shall apply.

12. Renewal of Service Package

- 12.1. You may renew your DIA Service plan and secure a promotional or discounted price within 3 months remaining in the Minimum Commitment Period, subject to clause 4.
- 12.2. If you wish to renew your DIA Service plan earlier, we have the right to extend your contract period by the remaining terms in the Minimum Commitment Period and impose an early renewal fee (**ERF**).

13. Suspension and Reactivation

- 13.1. You may suspend your DIA Service once throughout the agreement for a period up to 90 calendar days, subject to clause 4 and a suspension and reactivation fee, via our customer service centre. You need to inform us when you intend to reactivate the DIA Service. We will

automatically reactivate the DIA Service if we did not receive any instruction to reactivate the DIA Service upon the expiry of the 90 calendar days.

- 13.2. We reserve the right to suspend your DIA Service due to non-payment of our charges. We will reactivate your DIA Service after you have paid us all outstanding amounts due or payable to us, and subject to clause 4 and a suspension and reactivation fee.
- 13.3. We may suspend all or any part of the DIA Service without compensation and without prejudice to our rights to damages if:
 - 13.3.1. you breach any of the terms and conditions of this agreement or any other agreement you have with us; or
 - 13.3.2. you provide incorrect, false or incomplete information to us.
- 13.4. If and when you make good any breach or default within 7 business days, we will reactivate your DIA Service. If you do not take the necessary actions after 7 business days, we have the right to terminate your DIA Service immediately according to termination clause 14.3.

14. Termination

- 14.1. Either party can give at least 30 days' written notice to the other party to terminate the DIA Service and this agreement, unless otherwise specified herein.
- 14.2. We may terminate all or any part of the DIA Service or terminate this agreement with immediate effect without compensation and without prejudice to our rights to damages for any antecedent breach by you of this agreement if:
 - 14.2.1. you breach any of the terms and conditions of this agreement or any other agreement you have with us;
 - 14.2.2. you become or threaten to become bankrupt or insolvent, or die;
 - 14.2.3. you make any arrangement or composition with or assignment for the benefit of your creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of your assets;
 - 14.2.4. the equivalent of any of the events under the laws of any relevant jurisdiction occurs to you;
 - 14.2.5. you provide incorrect, false or incomplete information to us;
 - 14.2.6. the requirements of any relevant regulatory authority result in us having to stop providing the DIA Service or to provide the DIA Service in a manner which is unacceptable to us;
 - 14.2.7. if you are likely to create imminent harm to our Network or any third party's networks or systems or our provision of the DIA Service, or defraud us, or are likely to create imminent harm or are abusive to our personnel; or
 - 14.2.8. for any reason beyond our control (including loss of any licence, way-leave or easement, requirements of any governmental or regulatory authority or orders by the court and cessation or failure to deliver by a third-party supplier) we are unable to provide the DIA Service.
- 14.3. If the DIA Service is terminated:
 - 14.3.1. all sums due, accruing due or payable to us in respect of the DIA Service and if applicable, the Equipment, up to the date of termination (including late payment charges) will, upon the termination, become immediately due and payable to us. There will be no refund of any charges paid to us for any equipment (including the Equipment) purchased from us;

- 14.3.2. you must immediately (and in any event, within 5 days of such termination) return to us all Equipment which we may have leased or rented to you in respect of the DIA Service in good condition, failing which we will be entitled to, at our absolute discretion:
 - 14.3.2.1. charge you all costs incurred in repossessing or acquiring replacement for such Equipment which you have failed to return to us, or at our standard prescribed rates for acquiring a replacement for any Equipment which is returned to us in a damaged or defective condition; or
 - 14.3.2.2. treat the Equipment as being sold to you and to charge you our prevailing charges for the Equipment. There will be no refund of any such charges paid; and
- 14.3.3. you shall pay a service deactivation fee, in addition to any applicable early termination charges.
- 14.4. The termination of this agreement will not affect any accrued rights or remedies of either party against the other party.

15. Your Responsibilities

- 15.1. You are responsible for the use of the DIA Service under your account and for any Content disseminated through the account.
- 15.2. You must not use or allow the DIA Service:
 - 15.2.1. to transmit or post any Content which may be defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment, irritation, inconvenience or anxiety to anyone, give rise to civil liability or otherwise violate any applicable laws, rules or regulations, or contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programs;
 - 15.2.2. to make or attempt any unauthorised access to any part or component of the DIA Service, the Network or any third-party systems or networks to which you can connect through the DIA Service directly or otherwise;
 - 15.2.3. to disrupt the various networks that are connected to the DIA Service or violate the regulations, policies or procedures of such networks;
 - 15.2.4. in any manner that may constitute a violation or infringement of the rights (including intellectual property or confidentiality rights) of any party; and
 - 15.2.5. to be resold or to transfer the DIA Service and/or the Equipment to third parties without our prior written consent, whether or not for profit or otherwise. We reserve the right to immediately suspend or terminate your DIA Service if we determine, in our absolute discretion, that you resell or transfer the DIA Service.

16. Matters beyond Our Control

- 16.1. We will not be liable for any delay or failure in performance under this agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer software or software malfunction, electrical power failure, faults, interruption or disruption of the Network or the networks of other Service Providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) epidemics of infectious diseases or acts of terrorism.
- 16.2. Without prejudice to clause 16.1 above, we will not be liable for any delay or failure in performance under this agreement resulting from any delay or failure of any third party (including any supplier) to deliver or provide any facilities, infrastructure, equipment or services to us.

17. Indemnity

17.1. You must indemnify us, our affiliates, employees, directors, agents and suppliers against all claims, damages, losses and liabilities resulting from your use of the DIA Service, your negligence, omission, act or breach of this agreement

18. Liability

18.1. The DIA Service (including any installation or support services) are provided on an "as is" and "as available" basis and you agree that you use the DIA Service or rely on any Content obtained through the DIA Service at your sole risk. We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement, to the fullest extent allowed by law. No advice or information whether oral or written, obtained by you from us or through the DIA Service will create any warranty not expressly set out in this agreement. Without prejudice to the foregoing, we will not be liable for any delay or failure to provide the DIA Service, or any interruption or degradation of the DIA Service quality which may arise from the following:

18.1.1. an act or omission of an underlying carrier, Service Provider, vendor or other third party;

18.1.2. equipment, network or facility failure;

18.1.3. equipment, network or facility upgrade or modification;

18.1.4. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and governmental actions;

18.1.5. equipment, network or facility shortage;

18.1.6. equipment or facility relocation;

18.1.7. service, equipment, network or facility failure caused by the loss of power to you;

18.1.8. any act or omission by you or any person using the DIA Service or Equipment provided to you;

18.1.9. any third party's service, equipment, software, network or facility; or

18.1.10. any other cause that is beyond our control, including, without limitation, a failure of or defect in any Equipment, the failure of an incoming or outgoing communication, the inability of communications to be connected or completed, or forwarded.

18.2. Without prejudice to clause 18.1 above, we make no warranty:

18.2.1. that the DIA Service, the software or any equipment (which we provide to you, including the Equipment) will not cause any harm to your applications, equipment, hardware, software, networks or Content;

18.2.2. as to the accuracy, reliability or quality of any content obtained through the DIA Service or that defects in any software will be corrected; and

18.2.3. that the DIA Service and access to them are error free and uninterrupted or available at all times.

18.3. Except as set out in this agreement, we expressly exclude all other liability we may have to you, including all liability in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for our benefit and that of other Service Providers whose networks are connected to each other or to the Network, all companies, directly or indirectly

owned, wholly or partly owned or controlled by us or any of these parties, and all their officers, employees, contractors and agents or anyone else to whom we or these parties are responsible (“the **Relevant Parties**”) and whether it relates to anything caused by or resulting from anything any of us does or does not do or delays in doing (even if done, omitted or delayed fraudulently, wilfully, recklessly, maliciously or negligently), whether or not it is contemplated or authorised by any agreement you have with us.

- 18.4. Under no circumstances will we or any of the Relevant Parties be liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.
- 18.5. Under no circumstances will we or any of the Relevant Parties be liable for any lost profits, revenue, business or anticipated savings, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.
- 18.6. If we or any of the Relevant Parties are liable to you and we cannot, for any reason, rely on the exclusion of liability set out in clause 18.3 to 18.5 herein, then in no event will our liability for damages, losses, costs or expenses suffered or incurred by you and anyone else (whether in contract, tort, negligence, misrepresentation, strict liability or statute or otherwise) exceed:
 - 18.6.1. the lower of your preceding month's charges applicable to the DIA Service in question or S\$5,000/- for any event or for any series of connected events; subject to no more than
 - 18.6.2. the lower of your preceding 12-months' charges applicable to the DIA Service in question or S\$10,000/- in any 12-month period.
- 18.7. The limitations and exclusions of liability in this agreement shall not apply to any liability we or any of the Relevant Parties may have in respect of any death or personal injury resulting from our negligence.
- 18.8. The limitations and exclusions of liability in this agreement shall not apply to any liability which cannot be lawfully excluded or restricted under the Unfair Contract Terms Act (Cap. 396).

19. General Charges

19.1. The following general charges may be levied against you:

| Description | Charges (inclusive of GST) |
|---|--|
| General Charges | |
| Change to Billing Cycle | \$20.00 per account |
| Transfer of Ownership | \$20.00 per account |
| Unsuccessful Payment | \$10.00 per instance |
| Replacement of lost or damaged device or equipment | Refer to Equipment section below. A Field Engineer On-Site charge will also apply if an on-site visit is required. |
| Field Engineer On-site (During Business Hours: Mon-Fri, 9am-6pm, excluding public holidays) | \$267.50 per visit up to 2 hours |
| Field Engineer On-site (After Business Hours: Mon-Fri, 6pm-9am, weekends and public holidays) | \$481.50 per visit up to 2 hours |
| Early Termination | Total sum of monthly recurring charges for the remaining applicable Minimum Commitment Period |
| DIA Service | |
| Service setup | Up to \$2675.00 per circuit |
| Installation Charges | \$1,686.32 per circuit |
| Order Cancellation (before fibre or TP Installation) | \$1,694.88 per circuit |
| Service Relocation | \$6,000.00 per circuit. For NBAP, subject to site survey |

| | |
|---|----------------------------|
| TP Repair, Replacement, or Removal | \$1,057.16 per TP |
| NBAP Site Survey | \$535.00 per site |
| Service Reactivation (after temporary suspension due to late payment) | \$481.50 per circuit |
| VPN configuration | \$428.00 per configuration |
| No Fault Found fee | \$267.50 per incident |
| Deactivation Charge | \$535.00 |
| Equipment | |
| Alcatel Lucent G-240G-C/E ONT | \$150.00 each |
| TP Link Media Converter | \$117.70 each |
| ASUS AC88U Router | \$400.00 each |
| Ubiquiti ER-8 EdgeRouter | \$607.50 each |

All above charges are inclusive of GST. We reserve the right to add, remove or change any of the charges from time to time without prior notice. Please procure written confirmation from us on the charges that apply to you.

20. Revision

- 20.1. We reserve 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 15 April 2019.