

Business Fibre Broadband with LTE Backup – Service Level Agreement

This Service Level Agreement (“**SLA**”) applies only to MyRepublic’s Business Fibre Broadband with LTE Backup service (“**Fibre BB with LTE Backup Service**”) plans. In addition to this SLA and any Specific Terms and Conditions relating to the Fibre BB with LTE Backup 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 Business Fibre Broadband with LTE Backup SLA is to be read in conjunction with the Fibre BB with LTE Backup Service Specific Terms and Conditions (“**Fibre BB with LTE Backup Service Terms**”).

1. Application of SLA

- 1.1. This SLA shall only apply to Fibre BB with LTE Backup 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;
- 2.2. 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 Fibre BB with LTE Backup Service within 14 business days measured from the date we accepted your Application, and subject to Netlink Trust (**NLT**) fibre network coverage, availability of both fibre and mobile 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 Fibre BB with LTE Backup Service Terms, you may cancel the part of the Fibre BB with LTE Backup 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 Fibre BB with LTE Backup 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 Fibre BB with LTE Backup 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 Fibre BB with LTE Backup Service Terms shall apply should you require the Fibre BB with LTE Backup Service to be cancelled.

4. Service Uptime Agreement

4.1. We agree on a monthly network uptime of 99.99% 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 Fibre BB with LTE Backup Service is not available is known as "**Outage**". Outage means an occurrence of Fibre BB with LTE Backup 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 99.99%. The Service Uptime Service Credit for this Service is a flat five (5) percentage 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 the other.

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

5.1. We agree to restore Fibre BB with LTE Backup 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;

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

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 Fibre BB with LTE Backup 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. **Service Credit Claims**

6.1. 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.

6.2. Service credits shall be calculated by reference to the records held by us, which shall be conclusive evidence of the level of the Fibre BB with LTE Backup Service provided by us.

- 6.3. 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 (12th) month from the successful activation of the Fibre BB with LTE Backup 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.
- 6.4. To present a claim, you must email us at business.order.sg@myrepublic.net, addressed to your respective Account Manager and provide;
 - 6.4.1. Your name and contact information
 - 6.4.2. Brief description of the characteristic of the service credit
 - 6.4.3. Evidential data clearly indicating the measurement of the breached SLA
 - 6.4.4. Total service credit claimable
- 6.5. 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.
- 6.6. 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:
 - 6.6.1. 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;
 - 6.6.2. failure in public network facilities to which the Fibre BB with LTE Backup Service may be connected;
 - 6.6.3. any Equipment directly connected to your local area network which connects to the Fibre BB with LTE Backup Service;
 - 6.6.4. planned outages in our network which we have given advance notice to you;
 - 6.6.5. 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;
 - 6.6.6. 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 Fibre BB with LTE Backup Service for maintenance;
 - 6.6.7. outages or disruptions not reported by you to us;
 - 6.6.8. 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 Fibre BB with LTE Backup Service (i.e. force majeure events);
 - 6.6.9. faults, interruption or disruption of the network or equipment of other service providers;
 - 6.6.10. your request for us to conduct any test on the circuit(s); and/or
 - 6.6.11. 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.

- 6.7. 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.
- 6.8. 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.

7. Revision

- 7.1. 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