

## STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

### STARHUB SD BRANCH SERVICE

These are our Service Specific Terms & Conditions for StarHub SD Branch service, and together with any other terms and conditions that you and we have agreed or accepted from time to time, they form the Agreement between you and StarHub Ltd.

#### 1. How you may be Eligible for the Service

1.1 In order to subscribe to the Service, you must:

1.1.1 be a business or corporate entity;

1.1.2 have a StarHub Internet service meeting the relevant specifications; and

1.1.3 not have, at the time of application of the Service, any outstanding accounts with us that are due and owing to us.

1.2 We do not provide standalone Service and will only offer and make available the Service to you concurrently with our Internet services.

1.3 We will provide the Service stated in the application form as may be agreed by us from time to time.

1.4 You must, at all times, provide us with such information as may be necessary or desirable for us to provide you with the Service.

1.5 We will not be liable for any Service failure, interruption or performance issues arising from the Internet and/or IP/leased circuit connections that you have procured.

1.6 We may choose not to accept your application at our discretion.

#### 2. Providing the Service

2.1 The commencement date for the provision of the Service which you have indicated in the application form shall be known as the RFS date as defined in paragraph 2.3 below.

2.1.1 **New Internet connection:** If you are procuring a new internet connection subscription, the RFS date depends on when the new internet connection subscription begins. We will only be able to provide the Service on or after the date on which the new internet connection subscription is provisioned and activated.

2.1.2 **Existing internet connection:** If you already have an existing internet connection, your RFS date shall, subject to paragraph 2.3 below, be within 3 months from your application date for the Service. We will not accept any order with an RFS date of more than 3 months from the date of order submission.

2.2 In addition to paragraphs 1.1 and 1.5 above, we reserve the right not to accept or proceed with your application if:

2.2.1 the application form submitted by you is not duly completed and signed;

2.2.2 you fail to provide us with the information as required under paragraph 1.4 above;

2.2.3 we determine that we are unable to provide the Service due to any reason;

2.2.4 you fail to provide us reasonable access to the Premises; or

- 2.2.5 we discover that (i) you have failed to provide any facility or resource as we may request; or (ii) have not provided them under the operating conditions and specifications stipulated by us for the proper performance of the Service or for the installation, operation and maintenance of the Service.
- 2.3 When we accept your application form for the Service, we will notify you of the commencement date for the provision of the Service and this date will be known as the ready for service ("**RFS**") date. The RFS date will be stated in our application form. We reserve the right to change the RFS date without liability.
- 2.4 If we are unable to provide the Service by the RFS date, then you may either:
- 2.4.1 cancel that part of the Service which we are unable to provide by the RFS date, without being liable to pay any cancellation Charges; or
- 2.4.2 accept that part of the Service which we are ready to provide, and pay for the same at our prevailing rate(s).
- This shall be your sole and exclusive remedy and you shall have no claim against us for our failure to provide the Service by the RFS date. We have no further liability to provide the Service by the RFS date.
- 2.5 If you request to defer the provision of the Service to a date after the RFS date we originally agreed to, you will be liable to pay a reservation fee at our prevailing rate(s).
- 2.6 If you cancel your application for the Service before the RFS date, you shall pay us our prevailing cancellation Charges, which shall be 100% of our prevailing one-time installation Charges of the Service ("**Installation Charges**"), regardless of whether or not such Installation Charges were waived or discounted.
- 2.7 We are responsible for the Service including the rental of the CPE to you. The point of demarcation for such responsibility is up to the CPE. We will not be responsible for any fault or issue that occurs beyond the CPE in your network. Where facilities and/or resources are provided by you, we will not be responsible for any fault or issue that occurs arising from such facilities and/or resources. During Service activation, we will reasonably endeavour to ensure that the policies you have requested and submitted to us have been implemented in the CPE.
- 2.8 You must notify us in writing if we have failed to implement the policies you have requested and submitted to us and which we accepted. We will correct our failures that have been brought to our attention at our own cost. The foregoing shall constitute our sole liability and your exclusive remedy for such failures.
- 2.9 In the event that a customer has carried out any configuration or firmware change in the customer portal, we will not be responsible for any Service fault or issues arising from such change.
- 2.10 Our business hours are from 9 am to 6 pm, Mondays-Fridays (excluding Saturdays, Sundays and public holidays). You may request for installation or relocation works to be carried out outside our business hours. In such a case, we shall impose an additional one-time Charge ("**Non-Working Hours Charge**") based on our prevailing after-office hours installation Charge. This Non-Working Hours Charge will still be imposed if you cancel or postpone an appointment less than 2 hours from the scheduled appointment time, or if you fail to grant us access or be present at the scheduled appointment time for our FE or contractors to carry out the necessary works.
- 2.11 Service acceptance is either:
- 2.11.1 actual acceptance by you; or

2.11.2 if no actual acceptance is given by you, deemed acceptance when we inform you that the provisioning is complete and you have not, within 2 days of us informing you, rejected the Service in writing on the basis that the Service does not meet the specifications.

**3. Minimum Period of Service**

3.1 The initial Minimum Period of Service for the Service is 24 continuous months (or such other period as may be agreed by us and stated in the application form) from the commencement date as determined in accordance with paragraph 4.1 below. Upon the expiry of the initial Minimum Period of Service, the Service will be renewed automatically for further successive periods of 12 months each unless either party gives the other party at least 60 days' written notice of termination prior to the expiry of the then current period.

3.2 If we agree to any changes to the Service, as requested by you (including any upgrade to the Service) or the renewal of the Service, we are entitled to require the Minimum Period of Service to be recommenced from the date the Service is changed or renewed. An upgrade to the Service is not permitted if the remaining Minimum Period of Service is more than 6 months.

**4. Duration of Service**

4.1 The Service under this Agreement will commence on the RFS date as notified by us to you in accordance with paragraph 2.3 above.

4.2 This Agreement will continue until you have terminated the Internet or IP/leased circuit connection or you have terminated the Service in accordance with the provisions of this Agreement.

4.3 If you do renew or re-contract the Service, we may require that you change any existing CPE that you are using, or allow us to update or upgrade it as may be required.

4.4 Promotion rates are applicable for a limited period of time only. At the end of the applicable Minimum Period of Service, the promotional rates shall not apply and the rates shall revert to our prevailing rates (i.e. non-promotional rates) for the renewals. Please contact your StarHub account manager early for renewals.

4.5 You cannot request for any Service suspensions even if your Internet Service is suspended for any reason.

**5. Scope of the Service**

5.1 We will provide the Service to you according to the particulars set out in the application form. We shall not be responsible if any of the particulars provided by you in the application form is incorrect, false and/or incomplete.

5.2 After the initial set up, you may request for non-material changes (including a change in the policy configuration of your set-up, or a change in the number of users) in the Service from time to time through our StarHub business helpdesk. We will review each request and inform you if we would accept such request. We will charge you for any further requests exceeding 1 time made in a calendar year.

5.3 If a WiFi service option ("**WiFi Service**") has been requested in the application form:

5.3.1 the initial WiFi Service set-up will be based on an agreed deployment plan. Any change to the agreed deployment plan may result in additional installation costs that will be entirely borne by you; and

5.3.2 we do not guarantee that the WiFi Service will be compatible with the devices or any software which you or your end-users may use to access the same.

5.4 We will rent to you the CPE as part of the Service. You shall be responsible for the CPE in your possession and shall provide the appropriate space and power supply for the same. You shall house and

use the CPE according to the device user guide given to you and our instructions. Any lost or damaged CPE shall be chargeable and such charges shall be borne by you. You may contact our technical service support helpdesk if you face any hardware issues on the CPE.

- 5.5 Actual data transfer speeds for your internet connection service will differ after the Service is turned on and is affected by various factors, including overall network traffic, performance and configuration of Service rules, type of data accessed, location and configuration of the accessed server and total number of users. We shall not be liable to you if you experience any degradation, interruption or interference of your internet connection for the duration of the Service.
- 5.6 You acknowledge and accept that the performance of the Service is dependent and conditional on the performance of the internet connection and IP/leased circuit connection that you use in relation to the Service.
- 5.7 If there is a reported faulty CPE, subject to our supporting hours, our FE will endeavour to restore the Service, which may be carried out the next business day. The Internet connection must be working properly before the FE can commence work on the restoration of the Service.

## 6. **Additional Charges**

- 6.1 Should you require any additional functional features in the Service, you will need to submit a change management request to our StarHub business helpdesk. We will inform you whether or not we accept your request, and whether any change in CPE, on-site support or remote configuration would be necessary to meet your request. Such request would be subject to our prevailing charges.
- 6.2 If you encounter performance issues in relation to the Service, you may inform us via our StarHub business helpdesk. We will then arrange for onsite support where we consider necessary and each occasion of on-site support will be subject to our prevailing charges.
- 6.3 We will determine whether an on-site support is required based on the change request and reported issues relating to the Service. Additional onsite support requests are subject to our prevailing FE professional charges as may be prescribed by us from time to time. A site survey may be required if the request requires our further evaluation. We will use our commercially reasonable endeavours to meet the date requested by you.
- 6.4 You may relocate your Service. Subject to your payment of our re-location Charges, we will relocate your CPE to the new site. Your existing contract will continue. You may contact our StarHub business helpdesk for relocation.
- 6.5 For Parallel Relocation, you will have to ensure that an internet connection has been set up at the new premises. We will relocate your SD Branch appliance to the new premises once the new internet connection is activated and you have provided us with such relevant information to do so (including the new IP Address).
- 6.6 If you do not have an Internet connection at the new premises during the Minimum Period of Service or if you wish to terminate the Services due to any delay in provisioning of the Internet connection, this shall constitute termination of existing Services and our early termination Charges shall apply.
- 6.7 If the cable connecting the access point to the branch gateways is damaged or you have requested for the access point to be relocated, the additional installation costs involved will be entirely borne by you.
- 6.8 If we determine that any Professional Services are required in order for the Service to be provided to you, you must pay us the Charges for such Professional Services, which will be based on our prevailing Charges or fixed Charges and all expenses incurred by us in connection with such Professional Services.

## 7. **Early Termination Charges**

7.1 Early termination Charges will be applicable if the Service is terminated, reduced or downgraded after the Service has been successfully provisioned and before the Minimum Period of Service expires. The early termination Charges comprise:

7.1.1 the aggregate of the monthly recurring Charges (including rental charges, where applicable) for the remainder of the unfulfilled Minimum Period of Service; and

7.1.2 where relevant, any and all amounts that may be imposed on us by any third party arising from and/or in connection with the termination, reduction or downgrade.

## 8. **Licence Agreement**

8.1 You and your users agree to be bound by the end-user licence agreement ("**EULA**") of any third party vendors whose hardware or software forms part of the Service ("**Provider**"). By signing up and using the Service, you are considered to have accepted in full the terms of the Provider's EULA, and any amendment or updates thereafter. You may request a copy of the EULA from your account manager. If you do not accept the terms, we are unable to provide the Service to you.

## 9. **Liability**

9.1 The Service (including any installation or support Service) is provided on an "as is" and "as available" basis. You agree that you use the Service or rely on any Content obtained through the Service at your sole risk. To the fullest extent allowed by the law, we do not give any assurances, guarantees, or warranties, either express or implied, in relation to such Service or Content. The entire risk as to the quality, selection and performance of the Service is with you. You agree that no vendor can assure complete security and nothing in this Agreement or elsewhere shall be construed to imply a security guarantee or assurance. You further acknowledge the nature and volume of malicious and unwanted electronic content, undesirable data or software and unauthorised users (e.g. hackers). You accept that we do not warrant that the Service or any part of it (i) will be complete, free from errors or interruptions; (ii) will detect and/or address any or all malicious code, threat, or vulnerability (including security threat or vulnerability); or (iii) will keep your network or computer systems completely secure, free from intrusions, security breaches, unauthorised access, vulnerabilities, viruses, malicious or unwanted electronic content.

9.2 The manufacturer's warranty (if any) will be voided and we will bear no responsibility if the Service, or the CPE upon which the Provider's software is authorised to be used (i) has been altered, except by the Provider or its authorised representative; (ii) has not been installed, operated, repaired, updated to the latest version, or maintained according to instructions supplied by the Provider; (iii) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (iv) is licensed for beta, evaluation, donation, free, trial, testing or demonstration purposes or is provided without us charging a service fee.

9.3 To the maximum extent permitted by law and notwithstanding anything to the contrary stated in the Agreement, we, our Affiliates, and the Providers are not liable under any contract, negligence, tort, strict liability, infringement or other legal or equitable theory for any loss of use of the Service or any damages of any kind, whether direct, special, incidental or consequential (including damages for loss of goodwill, loss of profit, loss of opportunity, loss or damage related to use of the Service in connection with high risk activities, de-installation and installation fees and costs, damage to personal or real property, work stoppage, computer failure or malfunction, computer security breach, computer virus infection, loss of information or data contained in, stored on, or integrated or bundled with any Service) resulting from the use of the Service, even if we, our Affiliates and/or the Providers have been advised of the possibility of such loss or damages. Our entire liability and your sole and exclusive remedy is the repair, replacement or refund of the defective or non-conforming Service as determined by us.

## 10. **Ending the Service**

10.1 In addition to the rights either party may have against the other party under this Agreement for any antecedent breach of this Agreement and subject to the provisions of paragraph 7 above, this Agreement or the Service hereunder may be terminated by either party giving at least 30 days' written

notice to the other party. You may provide your notice of termination to your StarHub account manager or our StarHub business helpdesk. If you have subscribed for the Service under a promotion, and you terminate any other services that we have provided to you under that promotion, we will also terminate the Service. However, if the Service is still within the Minimum Period of Service or the Agreement, early termination Charges will apply in accordance with the provisions of paragraph 7.1 above.

## 11. Meanings

This paragraph 11 sets out how certain words and phrases are used in this Agreement. Terms used but not defined in these Service Specific Terms & Conditions shall have the respective meanings given to them in the Business General Terms & Conditions.

### What these words mean in this Agreement

- 11.1 "**CPE**" refers to the customer premise equipment provided by us under this Agreement installed or to be installed at the Premises and which you use to obtain the Services, which shall include SD Branch appliances.
- 11.2 "**EULA**" shall have the meaning set out in paragraph 8.1.
- 11.3 "**FE**" refers to field engineer.
- 11.4 "**Firewall Policy**" or "**rule**" refers to a set of rules that enable firewall that controls incoming and outgoing network traffic based on a set of rules.
- 11.5 "**Installation Charges**" shall have the meaning set out in paragraph 2.6.
- 11.6 "**Network Firewall**" refers to CPE designed to examine network traffic using policy statements (rule set) to block unauthorised access while permitting authorised communications to or from a network or electronic equipment.
- 11.7 "**Non-Working Hours Charge**" shall have the meaning set out in paragraph 2.10.
- 11.8 "**Parallel Relocation**" refers to a method of relocation that involves using the existing connection and the new connection to the new location simultaneously until the relocation is completed.
- 11.9 "**Premises**" means the property bearing the Service Address, which is owned or occupied by you and is connected to the Network.
- 11.10 "**Professional Services**" refers to services involving complex or special works that require us to engage third parties and/or utilise resources beyond what we would normally utilise, in order to provide the Service to you.
- 11.11 "**Provider**" shall have the meaning set out in paragraph 8.1.
- 11.12 "**RFS**" shall have the meaning set out in paragraph 2.3.
- 11.13 "**Service Address**" refers to the address of the Premises at which we agree to provide the Services to you.
- 11.14 "**Service**" refers to the StarHub Software Defined Branch service (StarHub SD Branch service) and where relevant, any value-added Service as may be provided by StarHub Ltd (Reg. No. 199802208C) and/or the relevant Affiliate from time to time.
- 11.15 "**Web Content Filtering**" means a program that can screen the contents of an incoming Web page to determine whether some or all of it should not be displayed to the user.

- 11.16 **"Wide area network (WAN)"** refers to telecommunications network or computer network that extends over a large geographical distance. Wide area networks are often established with Internet connections and IP/leased telecommunication circuits.
- 11.17 **"WiFi Service"** shall have the meaning set out in paragraph 5.3.