

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
CLOUD CONNECT

These are our Service Specific Terms & Conditions for our Cloud Connect 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.

1. How you may be Eligible for the Services

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

1.1.1 be a business or corporate entity;

1.1.2 not have, at the time of application of the Services, any outstanding accounts with us that are due and owing to us; and

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

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

2. Providing the Services

2.1 In addition to paragraph 1.3 above, we reserve the right not to accept or proceed with your application if:

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

2.1.2 you fail to provide us with the information as required under paragraph 1.2 above;

2.1.3 we determine that we are unable to provide the Services due to any of the reasons as stated below:

2.1.3.1 No availability of resources, including network availability and our area of coverage at the time at which the Services are requested or delivered;

2.1.3.2 No geographic and technical capacity of our Network and of our delivery systems at the time at which the Services are requested or delivered; and

2.1.3.3 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 Services or for the installation, operation and maintenance of the Services.

2.2 When we accept your application form, we will notify you of the commencement date for the provision of the Services and this date will be known as the ready for service ("**RFS**") date. The RFS date will be specified in our application form. We will use our commercially reasonable endeavours to meet the RFS date and shall not be liable if the RFS date is not met due to events outside our control, including any third party's act and/or omission. We reserve the right to change the RFS date without liability.

2.3 If we are unable to provide the Services by the RFS date, then you must accept that part of the Services which we are ready to provide, and pay for the same at our prevailing rate(s), and you will have no claim against us for our failure to provide the Services by the RFS date.

2.4 If you request to defer the provision of the Services to a date that is more than 10 working days after the RFS date we originally agreed to, you will be liable to pay our prevailing deferment Charges, which shall be 10% of our prevailing one-time installation Charges of the Services ("**Installation Charges**"), regardless of whether or not such Installation Charges were waived or discounted.

2.5 If you cancel your application for the Services after the RFS date, your cancellation shall be deemed an early termination of the Services and you shall pay us the Early Termination Charges.

- 2.6 If you cancel your application for the Services before the RFS date, you shall pay us our prevailing cancellation Charges, which shall be 100% of our Installation Charges, regardless of whether or not such Installation Charges were waived or discounted.
- 2.7 If the provision of Services is deferred more than 2 months from the originally agreed RFS date due to your request, we have the right to deem the Services as cancelled, in which case you will be liable to pay 100% of our Installation Charges, regardless of whether or not such Installation Charges were waived or discounted.

3. Minimum Period of Service

- 3.1 The initial Minimum Period of Service for the Services is 12 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 Services will be renewed automatically for a further period equivalent to the Minimum Period of Service based on the same terms and conditions except for Charges, which shall be based on the then prevailing Charges, unless either party gives the other party 30 days' written notice of termination prior to the expiry of the then current period.
- 3.2 In computing whether or not you have fulfilled the Minimum Period of Service, any period for which the Services are suspended or ceased will not be counted. If the Services are suspended or ceased and subsequently reactivated, the Minimum Period of Service will be automatically extended by such period of suspension or cessation.
- 3.3 If we agree to any changes to the Services as requested by you (including any upgrade to the Services) or the renewal of the Services, we are entitled to require the Minimum Period of Service to be re-commenced from the date the Services are changed or renewed.

4. Duration of Services

- 4.1 The Services under this Agreement will commence on the RFS date as notified by us to you in accordance with paragraph 2.2 above.
- 4.2 This Agreement will continue until terminated according to the provisions of this Agreement.

5. Transfer Speed

- 5.1 We do not warrant or give any guarantee on data transfer speed or any other aspect of the Services. To the fullest extent allowed by the law, we do not give any assurances, guarantees, or warranties, either express or implied, in relation to the Services.

6. Equipment

- 6.1 If we place Equipment on your premises, you will have to provide suitable space and conditions for the Equipment including any necessary electrical power supply.
- 6.2 You will be responsible for the safe use of the Equipment.
- 6.3 Equipment that is rented or borrowed from us will always remain our property. You must keep the Equipment in good condition and you shall not move, remove, modify or interfere with it in any way (or permit such movement, removal, modification or interference) without our prior written consent.

7. Additional Terms

- 7.1 In addition to these terms and conditions, you agree that your use of the Services shall be subject to the Acceptable Use Policy of our vendor, which can be found at <https://www.megaport.com/legal/>.
- 7.2 You agree to comply in full with the Acceptable Use Policy, and to be responsible for any non-compliance with the Acceptable Use Policy.

8. Additional Charges

- 8.1 There will be additional Charges for:
 - 8.1.1 provision of the Services, installation of and/or Service support for the Equipment outside our normal scope of work. These include:
 - 8.1.1.1 Services requested by you that are provided at a greater cost than what we would normally incur because of the materials used, the manner of installation. In these cases, we will notify you of the additional Charges before the installation starts;
 - 8.1.1.2 work or the Services is/are performed outside our normal working hours; and
 - 8.1.1.3 work or the Services required because of your or any third party's action, fault or negligence or because of any fault or problem associated with any other telecommunication system which you or other Service Providers control; and
 - 8.1.1.4 our work done in response to your complaint of a fault in the Services if the work reveals no such fault. Please [click here](#) for more information about the Charges.

9. Customer Service Warranty

- 9.1 Not all Services are provisioned with Customer Service Warranty. If you accept any of the Services which expressly provide for a Customer Service Warranty, if the Services fail or if we fail to meet an agreed delivery date for starting the Services, you agree that the compensation provided under the warranty represents a reasonable pre-estimate of all your losses. We have no further liability to you for the failure.
- 9.2 Your rights to claim compensation from us shall solely be as set out in the applicable Customer Service Warranty and you agree to any limits on such compensation as set out in the applicable Customer Service Warranty.

10. Additions, Changes & Cancellations

- 10.1 Applications for additional Services or request for changes to be made to existing Services must be given to us in writing. Charges may be imposed for additions, changes and cancellations.
- 10.2 If you cancel your application for the Services before the RFS date, you shall pay us the Charges specified in paragraph 2.6 above.
- 10.3 If you cancel the Services after the RFS date, and any time within the Minimum Period of Services, you shall be liable to pay us the Early Termination Charges.

11. Resale and Relocation

- 11.1 The Services are provided to you solely for your own business use. You must not resell or transfer the Services or the Equipment (which we lease or rent to you) 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 Services if we determine, in our absolute discretion, that you use the Services for any of the aforementioned or similar activities.

11.2 If you wish to relocate the Services to a new location ("New Location"), the following terms will apply:

- 11.2.1 We may accept or reject any application for the Services to a New Location without giving reasons. We may consider these criteria in our determination:
- 11.2.2 the New Location has previously been assessed by us as not being a feasible site for installation or operation of the Services; and/or
- 11.2.3 you have been given quotes for several Service requests, but have not asked us to proceed to install the Services arising from such quotes.
- 11.2.4 You must either accept or decline the Quote for Relocation within the quote's validity period.

12. Ending and Suspending the Services

12.1 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 this paragraph 11, this Agreement or the Services hereunder may be terminated by either party giving 30 days' written notice to the other party.

12.2 If you give us notice to terminate the Services during the applicable Minimum Period of Services, you must immediately pay us the Early Termination Charges.

12.3 If the Services or this Agreement are/is terminated pursuant to paragraph 12.4 or 12.5 below, you will compensate us for any damages or losses we may suffer because of the termination. In addition, if such termination occurs during the applicable Minimum Period of Services, you have to pay us the sums referred to in paragraph 12.2 above.

12.4 In the event of any of the following:

- 12.4.1 you breach any of the terms and conditions of this Agreement or any other agreement you have with us;
- 12.4.2 you become or are likely to become bankrupt or insolvent, or die;
- 12.4.3 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;
- 12.4.4 the equivalent of any of the events referred to in paragraphs 12.4.2 and 12.4.3 above under the laws of any relevant jurisdiction occurs to you;
- 12.4.5 you provide incorrect, false, inaccurate or incomplete information to us;
- 12.4.6 the requirements of any relevant regulatory authority result in us having to stop providing the Services or to provide the Services in a manner which is unacceptable to us;
- 12.4.7 we believe you are likely to create imminent harm (such as interruption, disruption, congestion, signal leakage and any Unauthorised Act) to our Network or any third party's networks or systems or our provision of the Services, or defraud us, or are likely to create imminent harm or harass or are abusive to our personnel; or
- 12.4.8 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 Services,

we may suspend or terminate all or any part of the Services or terminate this Agreement with 7 working days' notice (for paragraphs 12.4.1 and 12.4.5 above) or with immediate effect (for paragraphs 12.4.2, 12.4.3, 12.4.4, 12.4.6, 12.4.7 and 12.4.8 above) in each case without compensation to you and without prejudice to our rights to damages for any antecedent breach by you of this Agreement. You may immediately contact our business helpdesk or our account manager to tell us why such suspension or termination should not occur. We will consider each case and where we deem appropriate, will not proceed with the suspension or termination of such account or take any other appropriate action where necessary.

- 12.5 If we suspect that you are using or allowing the Services to be used for fraud, misconduct or any other illegal or improper purpose, we will refer this to the relevant authorities and comply with directions or guidelines issued by them, without notice or reference to you.
- 12.6 If and when you make good any breach or default, we may restore any suspended Services after you have paid for any reinstallation, restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending the Services.
- 12.7 If the Services are terminated:
- 12.7.1 all sums due, accruing due or payable to us in respect of the Services 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; and
- 12.7.2 you must immediately return to us all Equipment which we may have leased or rented to you in respect of the Services, in good condition. We will be entitled to charge you (i) all costs incurred in repossessing or acquiring replacement for any such Equipment which you have failed to return to us; and/or (ii) at our standard prescribed rates for acquiring a replacement for any Equipment which is returned to us in a damaged or defective condition.
- 12.8 In addition to paragraph 12.6 above, we reserve the right to charge you our prevailing reactivation Charges for restoring any suspended Services. Restoration of any Services is subject to our absolute discretion.
- 12.9 The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.

13. Other Legal Matters

13.1 Changes to this Agreement

- 13.1.1 We may from time to time change any of these Terms & Conditions and/or any other applicable terms and conditions for the Services you subscribe for. We may also from time to time withdraw, suspend, or change any of the Services. We will try, where we reasonably can, to give you advance notice of such changes, and we will notify you of such changes in writing or via our website, or such other form as we may decide. The display of the revised terms and conditions on our website will constitute notice of the changes and your continued use of the Services will be taken as acceptance thereof.

13.2 Meanings

This paragraph 13.2 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.

13.3 What these words mean in this Agreement

- 13.3.1 "Early Termination Charges" means:
- 13.3.1.1 the aggregate of the recurring Charges for the Services for the rest of the Minimum Period of Service;
- 13.3.1.2 any charges and expenses applicable to local access or other services procured by us on your behalf in connection with the Services; and
- 13.3.1.3 any taxes payable by you.
- 13.3.2 "RFS" shall have the meaning set out in paragraph 2.2.
- 13.3.3 "Services" refers to the connection provided to customer for the purpose of accessing the customer's public cloud services and any value-added services provided by StarHub Ltd (Reg. No. 199802208C).