

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
FACILITY MANAGEMENT SERVICES

These are our Service Specific Terms & Conditions for Facility Management Services, 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. Duration of Services

- 1.1 This Agreement commences on the date of provisioning of the Services (the "**Effective Date**") and continues for the Minimum Period of Service (the "**Term**").
- 1.2 Subject to paragraph 13.5.3 of the Business General Terms & Conditions, (i) this Agreement will continue on a month-to-month basis upon the expiry of the Term unless otherwise terminated in accordance with the terms of this Agreement; or (ii) this Agreement may be renewed on terms to be agreed between the parties in writing. Unless otherwise agreed by us in writing, the Charges for the renewed term will be based on our then prevailing Charges.
- 1.3 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.

2. Licensing FM Space

- 2.1 We agree to grant you a licence to use the FM Space at the Building in accordance with the terms in this Agreement for the sole purpose of you locating the Customer Equipment in that space for (i) your data centre requirements; or (ii) the provision of your data centre services.
- 2.2 The licensing of the FM Space under this Agreement does not vest in you any right, title or proprietary interest in the FM Space and the Building.
- 2.3 The licensing of the FM Space under this Agreement is also conditional on you completing, signing and submitting our application forms and complying with all of our policies and procedures for the Building, FM Space and Services.

3. Site Preparation Work

- 3.1 We shall notify you if any site preparation work has to be carried out before or after the Start Date of the Services, as the case may be, in order to enable facility management of the Customer Equipment under this Agreement. You shall bear the cost of such works. We will not carry out any such works without your prior written consent.
- 3.2 A cancellation charge will be applicable if the Services are cancelled any time before the Delivery Date.

4. Physical Access and Safety

- 4.1 We grant physical access to the FM Space at the Building to your authorised personnel for the purpose of installing, maintaining, modifying or removing the Customer Equipment on (i) the terms and conditions in this Agreement; and (ii) the condition that you and your authorised personnel shall strictly follow the terms and conditions and any other relevant written directions provided by us from time to time.

4.2 You must not grant a third person any right to access the FM Space at the Building to which you have been granted access unless our prior written approval has been obtained.

4.3 Where we determine that the Customer Equipment poses an immediate risk of personal injury or significant property damage, we may at your cost and expense take all interim measures necessary to prevent such injury or damage, pending attendance by you to perform corrective work.

5. **Your Obligations**

5.1 The obligations set out in these Service Specific Terms & Conditions shall be in addition to your obligations set out elsewhere in this Agreement, as the case may be.

5.2 You warrant that:

5.2.1 you shall not install at the FM Space or the Building, any equipment other than the Customer Equipment;

5.2.2 you shall not use the Customer Equipment for any purposes other than for your data centre or data centre-related services usage;

5.2.3 you shall not and shall not permit any other party to alter, damage or in any way tamper with the FM Space, the Building or any other equipment located therein;

5.2.4 you shall not move or re-locate any of the Customer Equipment outside the FM Space or remove any of the Customer Equipment from the FM Space, without our prior written consent. For the avoidance of doubt, you are entitled to move or re-locate any of the Customer Equipment within the same rack or between different racks located in the same FM Space and Building without our prior written consent;

5.2.5 you shall not do, permit or suffer to be done on the FM Space or the Building anything which may:

5.2.5.1 (i) threaten or be likely to threaten the safety of; (ii) create or be likely to create imminent harm to; (iii) harass; or (iv) abuse (whether verbally or otherwise), our employees, customers or third persons;

5.2.5.2 interfere or be likely to interfere physically, electrically or otherwise with the delivery of telecommunications services supplied or to be supplied by us;

5.2.5.3 jeopardise or be likely to jeopardise the integrity or confidentiality of communications within the Network; or

5.2.5.4 threaten or be likely to threaten the security of the Building;

5.2.6 you shall not do, permit or suffer to be done on the FM Space or the Building, anything which is or may become a nuisance, annoyance, inconvenience or disturbance to us or to any other occupiers of the Building;

5.2.7 you shall keep and maintain the Customer Equipment in good working condition and repair and take such other action as a reasonably prudent user of data services or operator of a data centre or provider of data centre related services would;

5.2.8 you shall ensure that the Customer Equipment does not cause heavy power surge, high frequency voltage and current, airborne noise, vibration or any electrical or mechanical interference or disturbance whatsoever which may prevent in any way the service or use of any communication system or affect the operation of any other equipment, installation, machinery, apparatus or plant of ours or other occupiers of the Building and in connection

therewith, you agree to allow the Regulatory Authority, us or the Landlord to inspect at all reasonable times the Customer Equipment to determine the source of the interference and thereupon, to take suitable measures at your own costs and expense to eliminate or reduce such interference or disturbance to the satisfaction of the Regulatory Authority, us or the Landlord if it is found that such Customer Equipment is the cause of or contributing cause of the said interference or disturbance; and

5.2.9 if a fault, defect or problem with the Customer Equipment causes or may cause damage to the FM Space or our facilities, you must:

5.2.9.1 notify us as soon as possible; and

5.2.9.2 repair the fault, defect or problem or take other appropriate corrective action promptly.

5.3 You shall report immediately to us any incident, injury or harm, fatal or otherwise that occurs at the Building. For fatal or serious accident, the accident site shall be left undisturbed to facilitate the relevant authority to investigate on the circumstances leading to the accident. You shall report immediately to the Ministry of Manpower, police and your insurance company (if any) of any fatal accident having occurred at the site. You shall be liable for and shall indemnify and keep us indemnified against all losses, claims, proceedings, damages, liabilities, costs and expenses for injuries or death to any person whomsoever or any loss or damage to any property whatsoever which arise out of or in consequence of any act or omission of your employees and contractors in relation to the Building.

5.4 You certify that all work performed by you for which access has been approved is performed by appropriately qualified, skilled and trained personnel.

6. **Connection with other Equipment**

6.1 You acknowledge and agree that nothing in this Agreement permits you to make any physical connection with any equipment or interconnect with any network or part of a network of any other occupier of the Building or any site adjoining the FM Space unless we expressly agree to the connection or interconnection in writing and the terms of such physical connection have been agreed between us in writing, and such terms shall include the manner and costs of such physical connection.

7. **Additional FM Space and/or additional requirements (e.g. replacement, modification, rearrangement or additional equipment)**

7.1 If you seek the provision of additional space and/or additional requirements at the Building, you shall submit a written request to us and we may consider that request at our absolute discretion, always subject to the availability of space and resources. There may also be additional terms and conditions imposed for such additional space and/or requirements, including additional Charges.

8. **Insurance**

8.1 You acknowledge and agree that the risk of loss or damage to the Customer Equipment shall at all times remain with you and you shall take out and keep in force the following insurance policies and name us as a principal for paragraphs 8.1.1 and 8.1.3 below:

8.1.1 a comprehensive public liability insurance in an amount not less than Singapore Dollars One Million (S\$1,000,000) or in such higher amounts as we may from time to time prescribe, in respect of any one occurrence;

8.1.2 property insurance for the Customer Equipment and those assets used by you under this Agreement, and

- 8.1.3 worker's compensation insurance for payment of compensation under or by virtue of the Work Injury Compensation Act (Cap. 354) or any other law amending or replacing such Act.
- 8.2 The policies under this paragraph 8 shall be extended to include your legal liability for loss or damage to the Building and our equipment and you shall ensure that the relevant exclusion in the policy relating to the property in your care, custody or control or any servant of yours, be deleted entirely.
- 8.3 On our request, you must produce evidence that you have complied with and continue to comply with your obligations under this paragraph 8.
9. **Landlord**
- 9.1 You acknowledge that your occupation of the FM Space and the facility in relation thereto shall be conditional on the existence of a lease of the Building in our favour ("**Lease**") and subject to the terms and conditions imposed by the Landlord of the Building (the "**Landlords' Terms**"), which are incorporated in this Agreement. You shall not use, permit or suffer the FM Space or any part of the Building in relation thereto to be used in breach of the Landlords' Terms. In the event that you are in breach of the Landlord's Terms, and we notify you of such a breach, you shall immediately remedy such breach according to the notice.
10. **Liability and Indemnity**
- 10.1 This paragraph 10 shall be in addition to the liability and indemnity provisions set out elsewhere in this Agreement.
- 10.2 We shall not under any circumstances be liable to you or any third party (including your customers, invitees, affiliates, employees or contractors) for any indirect, incidental, punitive, special or consequential loss, cost or damage of any kind including loss of business, profits, revenue, contracts, goodwill, anticipated savings, production or claims by any other parties whether arising out of negligence, breach of statutory duty, breach or non-performance of this Agreement, any act or omission of our employees, agents, or sub-contractors, or otherwise.
- 10.3 We exclude all statutory and tortious liability incurred by you or any third party (including your customers, invitees, affiliates, employees or contractors) and all liability for any losses, damages, costs, expenses incurred by you or any third party (including your customers, invitees, affiliates, employees or contractors) arising from or in connection with this Agreement.
- 10.4 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.
- 10.5 You must indemnify and keep us indemnified in full from and against all claims, demands, actions, suits, proceedings, damages, costs, loss and expenses of any nature whatsoever and howsoever that we may suffer or incur arising out of any occurrences in or the use of the Building by you, your customers, affiliates, agent, contractors or invitees or arising out of the breach of the Agreement or the Customer Equipment or any other equipment located in the FM Space, or any loss or damage to the Building caused directly or indirectly by you, your agent, contractors or invitees.
11. **Ending the Services**
- 11.1 At any time, we may terminate this Agreement or the Services without assigning any reason by giving 30 days' written notice to you.
- 11.2 At any time after the Minimum Period of Service, you may terminate this Agreement or the Services by giving us 30 days' written notice.
- 11.3 We may terminate this Agreement at any time with immediate effect by giving notice to you if:

- 11.3.1 you breach this Agreement and fail to remedy that breach within 30 days after receiving our written notice to do so;
 - 11.3.2 our licence of Building or Lease is terminated, revoked or expired; or
 - 11.3.3 you become insolvent, or cease or become likely to cease business, or a petition for winding up or bankruptcy has been filed, a resolution for voluntary winding up has been passed, or a receiver and manager or judicial manager has been appointed over the whole or substantial part of your assets or property.
- 11.4 Upon expiry or termination of the Services or this Agreement, you must at your own cost and expense (i) vacate the FM Space; (ii) remove the Customer Equipment; and (iii) restore the FM Space to its original condition, within 10 days from the aforesaid expiry or termination. If the Customer Equipment is not removed within 10 days from the date of expiry or termination of the Services or this Agreement, we shall be entitled to turn off the power supply for the Customer Equipment and remove the Customer Equipment at your own risk and charge you the Charges and all costs associated with such removal. We shall have no liability to you for any loss or damage that you may suffer as a result.
- 11.5 You grant us a security interest in all of your equipment stored in the Building (whether or not outside of the FM Space) for any unpaid Charges. If any Charge remains unpaid upon the termination or expiry of this Agreement or Services for any reason whatsoever, we shall be entitled to sell or otherwise dispose of all or part of your equipment stored in the Building (whether or not outside of the FM Space), without prior notice to you, in such manner without any judicial proceedings whatsoever, at such times and price as we deem fit, without prejudice to our other rights and remedies. We shall be entitled to apply the proceeds of sale, if any, after deducting the costs associated with such realisation or disposal (including an administration charge solely determined by us), towards payment of all sums of money due and payable by you to us and hold the balance thereof, if any, to the order of you. If there are no sale proceeds, or if such proceeds are insufficient, then all outstanding sums owed to us shall be payable by you to us within 21 days of demand. You shall indemnify us against any liability incurred by us to any third party whose property shall have been sold by us in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to you and was liable to be dealt with as such pursuant to this paragraph 11.5.
- 11.6 For the avoidance of doubt, if the Services or this Agreement are/is terminated for any reason, any physical access granted shall immediately terminate.
- 11.7 In the event that the early termination of the Services or this Agreement is due to your default, you shall, upon termination, immediately pay us an early termination Charge equivalent to the aggregate of the monthly recurring Charges for the Services for the remainder of the unfulfilled Minimum Period of Service as well as any and all discounts and/or waivers extended to you.
- 11.8 If and when you make good any breach or default, we may restore any suspended or terminated Services after you have paid for any reinstallation, restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending or terminating the Services. In addition, we reserve the right to charge you our prevailing reactivation charges for restoring any suspended or terminated Services. Restoration of any Services is subject to our absolute discretion.

12. Other Legal Matters

12.1 Changes to this Agreement

- 12.1.1 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.

12.2 Meanings

This paragraph 12.2 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.

What these words mean in this Agreement

- 12.2.1 "**Building**" refers to the premises in which we agree to provide the Services to you.
- 12.2.2 "**Customer Equipment**" means your equipment or such other equipment permitted by us to be installed by you at the FM Space in accordance with the terms herein.
- 12.2.3 "**Delivery Date**" means the date on which the installation of the Services has been completed, as evidenced by our confirmation of deployment and/or delivery.
- 12.2.4 "**Effective Date**" shall have the meaning set out in paragraph 1.1.
- 12.2.5 "**FM Space**" means the designated space at the Building at which the Customer Equipment is located.
- 12.2.6 "**Landlord**" means the owner of the Building.
- 12.2.7 "**Landlords' Terms**" shall have the meaning set out in paragraph 9.1.
- 12.2.8 "**Lease**" shall have the meaning set out in paragraph 9.1.
- 12.2.9 "**Minimum Period of Service**" means 12 months or such other period as you and we may have agreed in writing.
- 12.2.10 "**Services**" refers to the provision of Facility Management Services provided by StarHub Ltd (Reg. No. 199802208C).
- 12.2.11 "**Start Date of the Services**" means the requested ready for service date that we have agreed to in writing, which date we may change without liability.
- 12.2.12 "**Term**" shall have the meaning set out in paragraph 1.1.