

SPECIFIC TERMS AND CONDITIONS

Fibernet and Fibernet Lite

ViewQwest's Fibernet Service is a broadband service delivered over carrier-grade infrastructure and consists of the following options to cater to specific business needs:-

- (a) Fibernet Lite – tailored for SMEs with high bandwidth requirements. The Fibernet Lite Service is provided on a best effort basis only.
- (b) Fibernet – businesses that run mission-critical, latency-sensitive applications, and require high availability.
- (c) Fibernet Extend – designed to provide SMEs a cost-effective and reliable alternative to traditional dual-link wired backup connections. ViewQwest aims to provide an affordable resilient option for Internet access delivered over ViewQwest's own nationwide fibre network and a trusted wireless network.
- (d) Fibernet Premium – for businesses that rely on the Internet to run mission-critical operations, a trusted and dependable backup connection is as important as reliable Internet access. Fibernet Premium allows businesses to have a robust disaster recovery plan, preventing unexpected downtime and service interruption or disruption that will result in a loss of productivity at huge financial costs.

1 Overview

- 1.1 This Specific Terms and Conditions, read together with the General Terms and Conditions, the Master Services Agreement (and its accompanying annexures), and any other agreement entered into between the Customer and ViewQwest as necessary for the provision of the Services, when attached to or referenced in the Service Application Form, will constitute a contract between the Customer and ViewQwest for the provision of the Services. Accordingly, the Customer agrees to use the Services in accordance with the terms and conditions of the contract between the Customer and ViewQwest.
- 1.2 Unless otherwise defined in this Specific Terms and Conditions, the words used in this Specific Terms and Conditions shall bear the same meaning as those used in the contract between the Customer and ViewQwest.
- 1.3 This Specific Terms and Conditions apply to the Customer who ordered either the Fibernet Lite Service, Fibernet Service, the Fibernet Extend Service, or the Fibernet Premium Service (the "**Services**").

2 Definitions

- 2.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings in this Specific Terms and Conditions:-

Charges	Shall mean charges payable by the Customer to ViewQwest, including (where applicable) installation, connection, re-connection, usage, cancellation, administrative, and other related charges payable for the Services.
Pricebook	Shall mean the ViewQwest Pricebook made available to the Customer, which shall set out the relevant Charges, One Time Charges, and Miscellaneous Charges in relation to the Services.
Service Activation Date	Shall mean the date the Services is fully activated and ViewQwest starts billing the Customer. The Service Activation Date will be based on the handover document provided by ViewQwest to the Customer.
Service Application Form	Shall mean the service application form, which shall be completed by the Customer in connection with the Services.
Service Term	Shall mean the term (including the initial term and any extension or option term) for each ordered Services, which shall commence on the Service Activation Date.
ViewQwest Services	Shall mean telecommunications services, any other services (including, where applicable, the standard cabling, construction and connection service in order for the Customer to access the Services), products or applications which ViewQwest provides to the Customer including any value-added services.

3 Services

- 3.1 ViewQwest shall provide the Services to the Customer in accordance with this Specific Terms and Conditions, the relevant Service Level Agreement, and any other agreement entered into between the Parties in connection with the Services provided under this Specific Terms and Conditions.
- 3.2 The following provisions shall apply to Fibernet Extend Services:-
 - (a) The primary connection (Fibre Broadband) differs from the secondary connection (Mobile Broadband). The primary connection will be based on the subscribed bandwidth of the Fibre Broadband, but the secondary connection will be based on the subscribed local LTE data bundle per month. In the event that local LTE data usage on the secondary connection exceeds the committed data pool, prevailing excess local data Charges shall apply.

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- (b) When the primary connection fails over to the secondary connection:-
 - (i) The secondary connection on 4G mobile network can only support internet surfing, email, and general Internet access; and
 - (ii) There will be a change of IP address. ViewQwest will not be responsible to the Customer for such change of IP address. The Customer acknowledges and agrees that the Fibernet Extend Services only supports Dynamic IP on the secondary connection.
- (c) If the Customer wants to sign up for the LTE Service without any Fibernet Service, the availability and performance of the LTE Service will be on a best effort basis.

3.3 The following provisions shall apply to Fibernet Premium Services:-

- (a) The load balancer supports link aggregation and failover for outgoing traffic only.
- (b) The Fibernet Premium Services is suitable for use with broadband circuits from two (2) different platforms or Internet Service Providers. The total or aggregated bandwidth will be dependent on several factors including, but not limited to, the bandwidth of individual links. As such, ViewQwest is unable to warrant or guarantee on the total or aggregated bandwidth that the load balancer will be able to support or manage.
- (c) ViewQwest will not be able to support or troubleshoot any third party Internet Service Provider link, Customer Premise Equipment related issues, configurations, or settings.

3.4 The following provisions shall apply to Fibernet NBAP Services:-

- (a) Non-Building Address Point ("NBAP") refers to installation sites that do not have a registered address or unit number, examples include but are not limited to carparks, ATM Machines, e-service Kiosks, bus stops, public areas, work sites and site offices.
- (b) A mandatory Pre-Order Site Survey is required before processing any orders and the applicable Site Survey Fees will be payable by the Customer in accordance with Clause 7.3 of this Specific Terms and Conditions.

3.5 ViewQwest reserves the right to modify, suspend, or discontinue the whole or any part of the Services from time to time with or without notice. The Customer agrees that ViewQwest will not be liable to the Customer or to any Third Party for any modification, suspension, or discontinuance of the Services or any part thereof.

4. Equipment

- 4.1 An Optical Network Terminal/Modem/Service Equipment may be or is provided for the purposes of provisioning the Services. The Customer will be liable for any applicable Charges for, including but not limited to, loss, defect, damage, misuse, unauthorised modification, or unauthorised replacement of such equipment.
- 4.2 In the event the Customer wishes to use an equipment that is a supported model, ViewQwest will install it on a best effort basis free of charge for the Services. If the equipment is not a supported model, ViewQwest will install it on a best effort basis and the applicable Charges shall apply if successfully installed.
- 4.3 In the event that the Customer requested Service Equipment is unavailable, ViewQwest reserves its rights to replace the Service Equipment with an alternative model.
- 4.4 For Service Equipment provided by a recommended ViewQwest Partner, ViewQwest will not be responsible for such Service Equipment and the Customer will have to contact the relevant ViewQwest Partner. Provided hereunder is the list of the ViewQwest Partner available, which is not exhaustive and is subject to change from time to time:-

Service Equipment	Partner Contact Details	Important Information
Asus	Avertek Enterprises Pte Ltd 25 Kallang Avenue, #03-03 Singapore 339416 Contact Number: 6341 7839	Warranty for all ASUS devices is three (3) years from the Service Activation Date. Customer to provide latest monthly invoice or Service Notification Letter from ViewQwest.
Linksys	Digital Hub Pte Ltd 150 Ubi Ave 4, #04-01 Singapore 408825 Contact Number: 6512 9206	Warranty for all Linksys devices is three (3) years from the Service Activation Date. Customer to provide latest monthly invoice or Service Notification Letter from ViewQwest.

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Netgear	Kaira Technologies Pte Ltd 178 Paya Lebar Road, #02-02 Singapore 409030 Contact Number: 6494 4879	Warranty for all Netgear devices is three (3) years from the Service Activation Date. Customer to provide latest monthly invoice or Service Notification Letter from ViewQwest.
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- 4.5 The ViewQwest Partner reserves their right to replace the Service Equipment with an alternative model.
- 4.6 The Customer acknowledge that ViewQwest does not warrant the Service Equipment would be error free and agree to exclude ViewQwest from whatsoever Services disruption, damages and liabilities arises from or due to such Service Equipment.

5 Technical Support

- 5.1 In the event of any queries or technical support issues, the Customer may contact ViewQwest Technical Support at +65 6491 1010 or via email at corporate.support@viewqwest.com.
- 5.1 In the event that the Customer requires on-site technical support, it shall be subject to availability and the relevant prevailing Charges.
- 5.2 ViewQwest is not responsible for the functionality of unmanaged network equipment that is connected after ViewQwest's Optical Network Terminal, or the condition of internal wiring at the Customer's premises.

6 Order and Provisioning

- 6.1 To order the Services, the Customer shall adhere to the Request for Service Process set out in the Master Service Agreement. In the absence of a Master Service Agreement, the Customer shall order the Services using the applicable Service Application Form.
- 6.2 Subject to availability and delays caused by factors beyond ViewQwest's reasonable control (e.g. delays caused by the Customer, the building management, and/or any third parties), the estimated lead time for the Services are as follows:-

Service	Estimated Lead Time
Fibernet Lite	21 Business Days
Fibernet	21 Business Days
Fibernet Extend	21 Business Days
Fibernet Premium	30 Business Days
Fibernet NBAP	80 Business Days

- 6.3 Prior to the provisioning of the Services, a site survey is required to determine if additional works need to be carried out in order to provision the Services. ViewQwest will provide a Quotation for any additional third party costs for the aforesaid works and the Customer will be responsible for these additional third party costs.
- 6.4 The following provisions shall apply to any Service Equipment:-
- ViewQwest will only support Service Equipment supplied by ViewQwest;
 - Service Equipment provisioned are leased to the Customer, and ownership of the Service Equipment remains with ViewQwest at all times. ViewQwest reserves the right to update, change, remove, or replace the Service Equipment (whether in part or in whole) at any time;
 - The provision of the Service Equipment shall be subject to stock availability. In the event that stock is not available, an alternative model will be provided;
 - ViewQwest reserves the right to charge the Customer the prevailing Charges for responding to an onsite visit or a request to change, replace, or reconfigure any defective Service Equipment supplied by ViewQwest, unless ViewQwest subsequently ascertains that the malfunction or defect is not caused by or attributable to the Customer's act, omission, equipment and/or systems. For the avoidance of doubt, ViewQwest will use commercially reasonable endeavours to assist the Customer in troubleshooting the Service Equipment supplied by ViewQwest but will not be responsible if ViewQwest fails to troubleshoot or resolve the fault;
 - The Customer will be solely responsible for the content/data retrieved, stored, or transmitted through the Services and/or the Service Equipment; and

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- (f) The Customer acknowledge that ViewQwest does not warrant the Service Equipment would be error free and agree to exclude ViewQwest from whatsoever Services disruption, damages and liabilities arises from or due to such Service Equipment.

7 Term

- 7.1 The Services shall commence on the Service Activation Date for a Service Term as set out in the Service Application Form, unless terminated in accordance with this Specific Terms and Conditions. If no such term is specified, the Service Term shall be at least twelve (12) months.
- 7.2 Upon expiry of a Services, the Service Term will be automatically renewed on a monthly basis on similar terms, unless prior to the expiry of the Service Term, the Customer gives one (1) month prior written notice to ViewQwest of its intention not to renew.

8 Charges

- 8.1 In addition to the provisions set forth in the agreements entered into between the Parties, the Customer shall pay ViewQwest the following Charges in accordance with this Clause 8:-
- (a) The Charges for the Services as set out in the Service Application Form;
 - (b) Any applicable One Time Charges and/or Miscellaneous Charges as set out in the Schedule 1 or ViewQwest Pricebook or Quotation sent to the Customer (if applicable); and
 - (c) Any additional non-recurring charges including, but not limited to,:-
 - (i) Any non-recurring charges imposed by local access providers in connection with Service reconfigurations or cancellations;
 - (ii) Service upgrades or modifications;
 - (iii) Service cancellations or disconnections; and
 - (iv) Miscellaneous charges to install, upgrade, modify, or disconnect any aspect of the Services due to the Customer's delay or default.
- 8.2 For Fibernet Extend Services, the Customer will also be responsible for any applicable Charges in the event that the Customer exceeds the monthly local LTE data quota as indicated in the Service Application Form.
- 8.3 For Fibernet NBAP Services, the Customer shall pay a non-refundable One Time Charge for the Pre-Order Site Survey once the Service Application Form has been signed by the Customer. If the Customer continues to subscribe to the Services after the Pre-Order Site Survey, ViewQwest will waive the aforesaid One Time Charge.
- 8.4 All Charges payable to ViewQwest are exclusive of any Taxes unless stated otherwise. All such Taxes arising out of or in connection with this Specific Terms and Conditions shall be borne by the Customer.
- 8.5 Unless otherwise stated in this Specific Terms and Conditions, ViewQwest will render invoices for the Services in advance on a monthly basis or such other intervals as may be determined by ViewQwest.

9 Service Level (if applicable)

- 9.1 ViewQwest will use commercially reasonable endeavours to maintain the Service Level Guarantees in accordance with the applicable Service Level Agreement and any amendments thereto for Fibernet, Fibernet Extend and Fibernet Premium Services only. Fibernet Lite Services are provided on a best effort basis only.
- 9.2 If ViewQwest fails to meet the Service Level Guarantees set out in the applicable Service Level Agreement, ViewQwest will pay a service credit to the Customer calculated in accordance with the applicable Service Level Agreement.

10 Suspension

- 10.1 In addition to the provisions set forth in the agreements entered into between the Parties, ViewQwest may suspend the Services if:-
- (a) The Customer is in breach of any terms and conditions of this Specific Terms and Conditions; or
 - (b) The Customer fails to pay any invoice or any Charges under Clause 8 of this Specific Terms and Conditions.

11 Termination

- 11.1 The Customer shall provide thirty (30) days prior written notice to ViewQwest if the Customer wishes to terminate the Services. The Customer

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shall also provide such written notice to corporate@viewqwest.com.

- 11.2 In addition to the provisions set forth in the agreements entered into between the Parties, ViewQwest may also terminate the Services by way of written notice to the Customer:-
- (a) Immediately if the Customer is in breach of this Specific Terms and Conditions, or if such breach is remediable, the Customer fails to remedy the breach within thirty (30) days after receiving notice from ViewQwest to do so;
 - (b) Immediately if the Customer is using the Services in contravention of any applicable law, license, code, regulation, and/or direction;
 - (c) With thirty (30) days prior written notice if the Customer does not respond, constantly delays or postpones the fulfilment dates for the additional works described in Clause 6.3 of this Specific Terms and Conditions. The Customer will also be responsible for any prevailing Cancellation Charges that ViewQwest may impose due to the cancellation of the order; or
 - (d) If the Customer fails to pay any invoice or any Charges under Clause 8 of this Specific Terms and Conditions in accordance with the following procedure:-

Credit Term	Action
30 days past due	Notice of Suspension
37 days past due	Suspension of Service
60 days past due	Notice of Termination
67 days past due	Termination of Service

- (e) With thirty (30) days written notice if ViewQwest subsequently decides to discontinue the operation and provision of the Services to the Customer
- 11.3 Where the Services is terminated, the Customer shall be liable to pay ViewQwest any outstanding Charges and early termination charges (if applicable) in accordance with the terms and conditions of the contract between the Customer and ViewQwest.

12 General

- 12.1 ViewQwest expressly disclaims 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 permitted by applicable law. No advice or information whether oral or written obtained by the Customer from ViewQwest or through the Services will create any warranty not expressly made in this Specific Terms and Conditions.
- 12.2 ViewQwest reserves the right to vary this Specific Terms and Conditions from time to time with or without prior notice. The Customer's use of the Services will constitute acceptance of this Specific Terms and Conditions and the amendments thereof.
- 12.3 In the event of any conflict between this Specific Terms and Conditions, the Master Services Agreement, and the General Terms and Conditions, this Specific Terms and Conditions shall prevail.

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Schedule 1
Table of Charges

1 Table of Charges

1.1 The Customer may be required to pay the following Charges for the provision of the Services:-

Description	Charges (SGD)
Order Cancellation Charges (within 3 Business Days of an order placed)	100% of the OTC charges and/or applicable third party charges incurred as a result of the cancellation.
Order Cancellation Charges (after 3 Business Days of an order placed)	100% of the Charges for the remaining Service Term and any applicable third party charges incurred as a result of the cancellation.
Relocation Charges	\$900.00
Relocation Charges (Fibernet Premium)	\$1500.00
Relocation of Managed WiFi (APs)	\$200.00 per unit (up to 2 units) \$150.00 per unit (2 units or more)
Site Survey Charges	\$150.00 per site survey The Pre-Order Site Survey OTC can be waived if the Customer subscribes to any NBAP Business Fibre Broadband Service Plan.
Remote Hands Service Charges	\$300.00 per hour/resource or part thereof Service Response Time Targets: From 0600h to 1800h SGT: 3 hours From 1801h to 0559h SGT: 5 hours Tasks requiring more than 30 minutes to perform require 3 calendar days advance written notice.
On-site General Charges	\$150.00 per hour (Weekdays Business Hours) \$300.00 per hour (Weekdays After Business Hours) \$500.00 per hour (Weekends and Public Holidays) Minimum Charge time is 1 hour per trip. Incremental unit is 1 hour or part thereof. Business Hours: Mon-Fri, 0900h to 1800h SGT (excluding Public Holidays).
Cancellation/postponement of on-site visit (within 2 hours of the appointment time) or if a Field Engineer has arrived on site.	\$100.00
LTE – Excess data usage	\$10 per GB
Loss of SIM card	\$150.00
Replacement of lost or damaged Service Equipment (TP/ONT/Router) Charges	\$150.00 + Cost of the Service Equipment
Reactivation Charges (from the date of suspension)	\$100.00 for 1 st 60 calendar days of suspension or part thereof \$100.00 for each subsequent 30 calendar days of suspension or part thereof

Note: (a) The charges provided herein is merely an indication and the actual charges may varies due to the conditions or circumstances applicable, as and when ViewQwest deems appropriate at its sole discretion.