

**StarHub Customer Service Warranties**  
SW-E Internet Access Service

---



**CUSTOMER SERVICE WARRANTIES – SWITCHED ETHERNET (“SW-E”) INTERNET ACCESS SERVICE**

*Under these Customer Service Warranties, we give you additional commitments to supply and restore the Services and/or assure you of specified service levels of the Services. These Customer Service Warranties form part of the Agreement for the provision of the Services and shall only apply to circuits provisioned on 8 December 2009 onwards..*

**1. Meanings of Words**

Unless the context requires otherwise, words used in these Customer Service Warranties have the same meanings as in StarHub General Terms & Conditions and the relevant Service Specific Terms & Conditions.

**2. SW-E Internet Access Service**

**2.1** Switched Ethernet (“**SW-E**”) internet access service refers to the SW-E core network (as defined below). These Customer Service Warranties shall only apply to the following:

**2.2.1** SW-E core network between the provider edge (“**PE**”) plus the Access Circuit, as defined below (“**SW-E Network**”);

**2.1.1** the access portion (“**Access Circuit**”), which may be:

**2.1.1.1** provided and managed by us with both its originating and terminating ends located locally, and shall exclude any and all access circuit portion(s) provided by a third party and customer premises equipment (“**StarHub Access Circuit**”); or

**2.1.1.2** provided by a third party through the NGN platform (“**NGN Access Circuit**”);  
and

**2.1.2** the internet access portion provided and managed by us (“**Internet**”),

The SW-E Network, Access Circuit and Internet are collectively referred to as the “**Service**”.

**2.2 Service Provisioning**

We will use our commercially reasonable endeavours to provide the Service by the Start Date. If we do not meet this due solely to our fault, we will compensate you by reducing a percentage of our installation Charge for the affected circuit(s) of the Service, as set out below:

**StarHub Customer Service Warranties**  
SW-E Internet Access Service

---

Type of Access Circuit	Delay from the Start Date	Reduction in installation Charge (%)
Where the Service is provisioned through the StarHub Access Circuit	1 full day	10
	2 full days	30
	3 full days	50
	4 or more full days	100
Where the Service is provisioned through the NGN Access Circuit	2 full days	10
	3 or more full days	20

### 2.3 **Service Availability**

- 2.3.1 **“Service Availability”** refers to the period of time where the Service is available to you over a calendar month.
- 2.3.2 We will use our commercially reasonable efforts to provide a Service Availability of **99.95%**.
- 2.3.3 If there is a disruption to the Service, you must report the failure to us immediately. Upon receipt of your report, we will test the Service to determine whether there is a loss of Service. Upon verification that the Service has been restored, we will notify you for the hand-over and acceptance of the Service.
- 2.3.4 The period during which the Service is not available is known as **“Unavailable Time”**. Provided that we have confirmed to you that there is a Service outage due to our equipment or network, Unavailable Time will be calculated from the time we receive your report and you returning the relevant circuits to us for testing to the time that we confirm that the Service is restored. Such calculation shall be determined solely by us. Unavailable Time excludes periods during which the Service has been restored using other equipment, cables or medium of transmission. If you choose to extend the tests beyond the above period and/or continue using the Service during the Unavailable Time, the period of the extended tests or continued usage will not be calculated as Unavailable Time.
- 2.3.5 If we do not meet Clause 2.3.2, we will compensate you for the Unavailable Time by reducing a percentage of the Service’s monthly recurring Charge paid by you for the affected circuit(s):

**StarHub Customer Service Warranties**  
SW-E Internet Access Service

Type of Access Circuit	Cumulative Unavailable Time per month per Service circuit	Reduction in monthly recurring Charge for the affected Service circuit (%)
Where the Service is provisioned through the StarHub Access Circuit	≤ 22 minutes	No compensation
	> 22 minutes but ≤ 6 hours	10
	> 6 hours but ≤ 24 hours	15
	> 24 hours but ≤ 36 hours	20
	> 36 hours	30
Where the Service is provisioned through the NGN Access Circuit	≤ 22 minutes	No compensation
	> 22 minutes but ≤ 6 hours	5
	> 6 hours but ≤ 24 hours	10
	> 24 hours	15

## 2.4 Average Latency

- 2.4.1 The Round Trip Time (“**RTT**”) is the time taken for an Internet Protocol (“**IP**”) packet to traverse between our backbone router in Singapore and a designated router.
- 2.4.2 We will use our commercially reasonable efforts to ensure that the monthly average latency calculated from the RTT measurements taken at regular intervals over a calendar month, disregarding the top 5% highest RTT measurements, shall meet within the levels as specified below:

Destination	Monthly Average Latency (milliseconds (“ms”))
Between Singapore and the West Coast of the United States of America	250ms

The measurement of the Average Latency will be accordance with the following formula:

$$\text{Average Latency} = X / Y$$

Where:

X = Accumulated RTT in a calendar month

Y = Total number of RTT measurements performed in the calendar month

*Note: Both X and Y figures disregard the top 5% highest RTT measurements*

- 2.4.3 If we exceed the average latency in a calendar month, you will be entitled to the following credit of the monthly recurring Charges. Regardless of the number of occurrences and the number of countries affected, you can only claim a maximum of 4% credit of the monthly recurring Charges.

**StarHub Customer Service Warranties**  
SW-E Internet Access Service

---

Destination	Monthly Average Latency (milliseconds ("ms"))	Credit offered (% of the monthly recurring Charges for the Service)
Between Singapore and the West Coast of the United States of America	> 250ms	4%

**2.5 Intentionally left blank.**

**2.6 How to Claim Compensation**

2.6.1 Upon our confirmation of your entitlement to compensation under these Customer Service Warranties, you must make your claim as follows:

- (a) In relation to Service Provisioning: make a claim within 30 days from the Start Date.
- (b) In relation to Service Availability, and Average Latency: provide us with all claims arising during the previous billing cycle, before the next billing date.

2.6.2 To make a claim, you must write to us at the following address, addressed to your respective Account Manager and setting out the grounds of your claim:

StarHub Ltd  
67, Ubi Avenue 1 #05-01  
StarHub Green  
Singapore 408942  
Attn: Product & Solution Division (Business Solutions)

2.6.3 Upon our written confirmation that you are entitled to compensation, we may, as determined by us, set off the amount of compensation against your next bill or send you a cheque for a similar sum. We may also set off all or part of the compensation amount against any outstanding Charges you owe us.

**2.7 Claiming of Compensation**

2.7.1 All credits and compensation issued under these Customer Service Warranties are non-transferable.

2.7.2 If we fail to meet these Customer Service Warranties, your exclusive remedy is the compensation made to you in accordance with these Customer Service Warranties. Except for the compensation made in accordance with these Customer Service Warranties, we have no further liability to you for any failure to meet these Customer Service Warranties.

2.7.3 In the absence of fraud and/or manifest error, our records and reports relating to the Service and these Customer Service Warranties are conclusive evidence of the accuracy, completeness and truth of all matters stated in them and shall prevail over any other documents and information.

**StarHub Customer Service Warranties**  
SW-E Internet Access Service

---

2.7.4 All credits and compensation may only be set-off against your next bill for the Service. Residual credits and compensation shall not be carried over to subsequent bills or periods, unless otherwise agreed by us in writing.

2.7.5 We shall not be liable for any credit and compensation where the claim for such credit and compensation is not presented by you to us within 14 days from the date on which the outage, fault, interruption or failure in Service has occurred.

**2.8 What these Customer Service Warranties Do Not Cover**

2.8.1 You shall not be entitled to any compensation under these Customer Service Warranties for delay, unavailability or service degradation due to, but not limited to, the following:

- (a) 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;
- (b) failure in public network facilities to which the Service may be connected;
- (c) any Equipment directly connected to your local area network which connects to the Service;
- (d) provision or restoration of the circuit(s) where special construction work is necessary or where work is required to be carried on offshore islands;
- (e) planned outages in our network which we have given advance notice to you;
- (f) 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;
- (g) 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 Service for maintenance);
- (h) outages or disruptions not reported by you to us;
- (i) Service under trial;
- (j) 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 Service (i.e. force majeure events);
- (k) faults, interruption or disruption of the network or equipment of other Service Providers;
- (l) your request for us to conduct any test on the circuit(s);
- (m) 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; and/or
- (n) a breach by you of any of the provisions set out in the Agreement between us for the provision of the Service.

**StarHub Customer Service Warranties**  
SW-E Internet Access Service

---

- 2.8.2 In the event of a dispute with regard to your qualification to make a claim or as to the quantum of the claim payable to you, our decision on the matter or issue shall be final.

- *the end* --