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| --- | --- | --- | --- | --- |
| **PORT APPLICATION FORM** | | | | |
| **Company Name** | [enter name] | | | |
| **Company Address** | [enter address line 1]  [enter address line 2]  [enter address line 3] | | | |
| **Peering & Admin Contact** | **Name:**  **Email:**  **Contact No:** | [enter name]  [enter email address]  [enter number] | | |
| **Finance & Billing Contact** | **Name:**  **Email:**  **Contact No:** | [enter name]  [enter email address]  [enter number] | | |
| **Invoice Recipient**  (Monthly invoice will be sent to these email addresses) | **Email #1:**  **Email #2:**  **Email #3:** | [enter email address]  [enter email address]  [enter email address] | | |
| **Network Operation Center (NOC)** | **Email:**  **Contact No:** | [enter email address]  [enter number] | | |
| **Autonomous System Number (ASN)** | [enter ASN] | | | |
| **Peering Location** | → Click to select location | | | |
| **Port Speed & Charges** | → Click to select port speed | | *For BDx SIN1 & Digital Realty Singapore (SIN12) - OTC $400 applies for each 1G port, 12 Month term applies for all ports.* | |
| **Link Aggregation with LACP** | → Click to select yes or no | | | |
| **Peering Policy** | → Click to select policy | | | |
| **Blackholing (BH) Service Participation** | → Click to select yes or no | | | |
| **Request-For-Service Date** | → Click to select RFS date | | | |
| **Remarks (if any)** |  | | | |
| **Notes** | 1. Minimum 1 month contract term applies unless otherwise stated. 2. No one time port set up charge (OTC) unless otherwise stated. 3. Monthly port fee excludes cross connects 4. Price quoted exclude all applicable taxes. 5. Interface Type: Single Mode Fiber (1G LX, 10G LR, 100G LR4) 6. All applications are subjected to SGIX approval. | | | |
| **Name of Officer: [enter name]**  **Designation: [enter designation]**  **Signature** | | | | FOR INTERNAL USE  (Leave Blank) |

**GENERAL TERMS AND CONDITIONS**

# SGIX will provide the port services (“Service”) in accordance with the specifications in the Port Application Form. Any request for variation by Member/Participant (“Peer”) shall be subject to acceptance by SGIX.

# Charges for the Service are as set out in the Port Application Form.

# SGIX shall bill for the Service according to its billing cycle. The due date for payment shall be thirty (30) days from the date of the bill. The Peer shall pay the bill by the due date, failing which SGIX shall be entitled to charge interest at the rate of 6% per annum, from the due date to the date of payment except where the Peer disputes the bill.

# **Peer’s Obligations**

## The Peer shall comply with the technical specifications set by and all reasonable directions of SGIX for the use of the Service. The Peer shall only connect equipment approved by SGIX to the connection point. SGIX’s approval shall not release the Peer from its other obligations.

## The Peer shall provide its own access facilities. They shall also be responsible for maintaining the secrecy and confidentiality of all identification and log-in or other security information required to access the Service.

## The Peer shall be liable for all fees resulting from use of the Service accessed through the Peer identification and log-in or other security information, whether authorised by the Peer or not.

## Peer agrees and undertakes that it shall not rent, sell, lease or otherwise transfer the Service to others.

## The Peer shall comply with SGIX’s Acceptable Use Policy, Technical Requirement Policy and other such policies as may be published on SGIX’s website from time to time.

## The Peer shall not engage in disruptive activities which may include, but are not limited to, the circulation of any unsolicited publicity or advertising material, unsolicited bulk emails, the propagation of computer worms and viruses, use of the Service to gain unauthorised access to any other computer system, the sending of harassing, obscene, offensive or threatening electronic mail, forgery of electronic mail and/ or the placement, transmission or storage of any defamatory material on the Internet.

## The Peer shall not access, nor permit any other party to access the Service for any purpose or activity of an illegal or fraudulent nature.

## Fault reporting shall be done in accordance with SGIX’s instructions from time to time. If the Peer becomes aware of any problems or disruptions in SGIX’s system or functions, it shall immediately report such information to SGIX. The Peer shall conduct a preliminary determination of whether the fault originated from the Peer or SGIX’s equipment, or due to some other reason, and shall promptly notify SGIX of the same. All costs of fault localization and maintenance or repair work, which is requested by Peer and which proves to be unwarranted, shall be borne by the Peer.

# **SGIX’s Rights and Obligations**

## From time to time the Service may be unavailable due to maintenance or other reasons. SGIX shall notify the Peer of any scheduled maintenance at least one (1) month in advance.

## SGIX has no responsibility to provide training in the use of the Service. SGIX shall be entitled to charge Peer for additional services required by the Peer at the rates applicable from time to time.

## SGIX is not a content provider or host and does not have knowledge or control of data or information accessed or made available through use of the Service and cannot in any way supervise, edit or control the content and form of any information or data passing or accessed through the Service. SGIX shall not be held responsible in any way for any content or information passing through or accessed via the Service.

## SGIX only provides a technical service and does not assume any liability for how the Service is used by the Peer. Each Peer shall be responsible for its own operations.

## SGIX shall endeavour to ensure that the availability of the Service to each Peer shall meet or exceed the service level published on SGIX’s website from time to time. In the event that the Service does not meet the service level published, the Peer may terminate this agreement pursuant to clause 7.4, but the Peer is not entitled to damages, reduction of monthly charges or refund of any monthly charges paid.

## To the fullest extent permitted by law, SGIX disclaims all warranties including without limitation, any warranties as to the suitability, merchantability, fitness for any particular purpose or non-infringement of third party rights. SGIX does not warrant that the Service will operate uninterrupted or error-free. No representation or other affirmation of fact, including without limitation statements regarding capacity, suitability for use or performance of the Service, whether made by SGIX’s employees or otherwise, that is not contained in these Terms and Conditions, shall be deemed to be a warranty by SGIX for any purpose, or give rise to any liability of SGIX whatsoever.

## From time to time, SGIX may modify the functionality of the Service, amend these Terms and Conditions, amend the charges payable by the Peer, amend or implement new policies which Peer have to comply with, or make any other changes to the Service (including amendment of service level). SGIX shall notify the Administrative Contact of the Peer at least one (1) month in advance of such changes taking effect, and the proposed changes will be published on SGIX’s website. Continued use of the Service by the Peer shall be deemed as acceptance of the changes. The Peer may terminate this agreement pursuant to clause 7.4 if the Peer does not accept the modifications, amendments, new policies or any other changes, but the Peer is not entitled to damages, reduction of monthly charges or refund of any monthly charges paid.

# **Mutual Undertakings**

## Each party acknowledges that it, its employees or subcontractors, may be given access to confidential information (including information confidential to third party suppliers) in the course of delivery and receipt of the Service. Each party shall keep the confidential information confidential and shall not disclose it to any third party or use it otherwise than:

### for the purposes of this agreement;

### as authorised in writing by the other Party;

### as required by any law, judicial body or governmental agency; or

### by way of disclosure to that party's professional advisers who have agreed to keep the confidential information confidential.

## On termination of this agreement, each party shall return to the other party all documents or copies of documents containing information which is, at the date of termination, confidential information.

## Each party shall ensure that its employees, agents, suppliers and other persons within its control comply with the provisions of clauses 6.1 and 6.2.

## Subject to clauses 6.5 and 6.6, each party indemnifies and keeps indemnified the other party and their respective personnel against all actions, demands, damages, costs, charges, expenses and claims that the other party and/or its personnel may sustain or incur directly or indirectly relating to or in connection with breach of any terms and conditions of this agreement, or any action or omission of the first mentioned party.

## Except where a party is in wilful default or is grossly negligent, and to the fullest extent permitted by law, neither party shall be under any liability to the other party in respect of any consequential, incidental, indirect, special or punitive damage or loss which may be suffered or incurred by the other party, including but not limited to lost profits, business opportunity or goodwill.

## To the fullest extent permissible under the law, and save for liability for death and personal injury, the aggregate cumulative liability of each party to the other shall not, for any reason, exceed twelve (12) times the monthly charges payable by the Peer to SGIX at the time the liability arose. This limitation applies to all causes of action in the aggregate including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

# **Termination**

## Either party may terminate this agreement:

### by giving the other party at least one (1) month’s prior written notice.

### if any proceedings are commenced for the liquidation, dissolution or bankruptcy of the other party and are not discharged or discontinued within ninety (90) days of its commencement, or if the other party becomes bankrupt or goes into liquidation either voluntarily or compulsorily, or compounds with its creditors or has a receiver appointed in respect of the whole or any part of its assets or ceases to carry on business

### if the other party is prevented from complying with its obligations for a continuous period of more than twenty-eight (28) days due to a Force Majeure Event.

## If the Peer is in breach of any provisions in these Terms and Conditions, SGIX shall at its sole discretion be entitled to:

### suspend the Service and disconnect the Peer from the SGIX peering point or other service; and/or

### terminate the Service provided always that where a breach is capable of remedy, SGIX shall not suspend or terminate the service until it has notified the Peer of the breach, and the Peer has failed to remedy the breach within seven (7) days of SGIX’s notice.

## Where SGIX has disconnected a Peer, the disconnected service may only be re-established following SGIX’s policies and procedures (as may be specified by SGIX from time to time).

## In the event that SGIX seeks to make any changes pursuant to clauses 5.5 or 5.7, the Peer may terminate this agreement by notice in writing to SGIX, effective on the date SGIX receives the notice of termination.

# **Consequences of Termination**

## In the case of termination by SGIX pursuant to clauses 7.1 (b) and (c) and 7.2, any deposit and all charges (if any) paid in advance by the Peer shall be forfeited.

## In the case of any other termination, SGIX shall be entitled to be paid for all Service rendered up to the date of termination.

## On termination of this agreement the Peer shall deliver to SGIX, in the format and in the manner directed by SGIX, any material (belonging to SGIX) related to receipt of the Service as at the date of termination.

## Termination of this agreement shall not affect any rights or remedies that may have accrued to the Parties prior to termination or consequent upon termination.

# **General Provisions**

## This agreement does not create any partnership, joint venture or agency relationship between the parties.

## Other than the payment of money due from one party to the other, no party shall be liable for its inability to perform, or for any delay in performing any of its obligations if that inability or delay is caused by any event beyond the reasonable control of that party (“**Force Majeure Event**”).

## For the avoidance of doubt, Force Majeure Event shall mean any act of God, any outbreak or escalation of hostilities (whether or not war has been declared) or any other unlawful act against public order or authority, any industrial dispute, any governmental restraint, or any other event which is not within the reasonable control of the Parties.

## Any clause or part of a clause of these Terms and Conditions which is void, illegal or unenforceable in any jurisdiction is void, illegal or unenforceable only to that extent in that jurisdiction. Where any clause or part of a clause is void, illegal or unenforceable it may be severed without affecting any other part of this agreement.

## SGIX may assign its rights and obligations without the consent of the Peer, but the Peer may not assign its rights or obligations without the prior written consent of SGIX, such consent shall not be unreasonably withheld.

## The parties shall comply with all applicable laws and regulations in the performance of their respective obligations, and in the delivery and use of the Service.

## These Terms and Conditions embody the entire agreement between the parties and supersedes all previous agreements in respect of its subject matter.

## These Terms and Conditions shall be governed by the laws of the Republic of Singapore, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

## A person who is not a Party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of its terms.

## The paragraph headings contained herein are for reference only and shall not affect the interpretation of these Terms and Conditions.