

DARK FIBRE SERVICE SUPPLEMENT

(Version 2026.02)

This Service Supplement (“**Supplement**”) governs the sales and purchases of dark fibre from Xenith IG group of companies, including from Xenith IG Holdings Pte Ltd, Xenith IG Singapore Pte Ltd, Xenith IG Hong Kong Ltd, Xenith IG Australia Pty Ltd, PT XenithIG Indonesia Network and Xenith IG Malaysia Sdn Bhd (as applicable, “**Company**”) unless agreed otherwise.

1. DEFINITIONS

Unless otherwise defined below, capitalised terms used in this Supplement have the same meanings as given to them in the General Terms.

Term	Meaning
“Authorisations”	all grants, authorisations, certifications, leases, consents, approvals, orders, permits, permissions, franchises, licences, rights-of-way, underlying rights, consents, easements, and the like from any Government Agency or pursuant to any law.
“Cable”	the fibre optic cable, the fibre optic strands contained therein and any other communications transmission media, associated splicing connections and splice boxes.
“Company Facility”	a physical structure on or near the Network that is owned, licensed or leased by Company.
“Company Required Rights”	all rights or interests, including Authorisations and Underlying Rights, acquired from a third party as required for Company to construct, install or maintain the Network or to grant the rights and interests in the Licensed Fibres.
“Company Target RFS Date”	in respect of each Service, Company’s target date for achieving Ready for Service, being the later of (i) the Customer Requested RFS Date; and (ii) lead time from the Service Order Date required by Company for delivery of the Services as specified in the Service Order after the relevant Service Order Date, as may be extended from time to time in accordance with this Supplement.
“Customer Equipment”	Customer’s Cables, handholes, manholes, and any other equipment or facilities (including racks, power, switches, routers, amplifiers, multiplexers, etc.) owned, leased, or utilised by Customer to operate or use the Licensed Fibres and the Services, but excluding the Licensed Fibres and other equipment and facilities provided by Company to Customer.
“Customer License”	the licence to use the Licensed Fibres under clause 2.1 of this Supplement.
“Customer Requested RFS Date”	in respect of each Service, Customer’s requested RFS Date for the Service as set out in the Service Order.
“Customer Required Rights”	all rights or interests, including Authorisations and Underlying Rights, acquired from a third party as required for Customer to use the Licensed Fibres.
“Customer Route”	the route of the Licensed Fibres on the Network Side of the Demarcation Points.
“Customer Side”	the side of the Demarcation Point other than the Network Side.
“Demarcation Point”	a termination point up to which Company is responsible for installing, maintaining, and repairing the Licensed Fibres and related facilities,

where Customer Equipment joins the Licensed Fibres.

“Facility Owner”	any third party (a) owning any portion of the Network or any associated property, or (b) leasing to Company, or providing a right of use or similar interest in any portion of the Network to Company.
“Licensed Fibres”	the number of dark fibre optic strands along a Customer Route that are provided by Company to Customer pursuant to a Service Order.
“Network Side”	the side of the Demarcation Point where the Network, including the Licensed Fibres, is located.
“Network”	Company’s conduit and fibre optic communication network that is owned, licensed or leased by Company, and comprised of the innerducts and other conduit tubing, manholes, handholes, lateral extensions and Cables located therein.
“Non-Routine Maintenance”	has the meaning given in Exhibit B.
“Ready for Service”	the stage where Company has completed its testing of the Licensed Fibres and provided a “Service Completion Letter” to Customer in accordance with Exhibit A.
“RFS Date”	in respect of each Service, the date the Service is Ready for Service as indicated in the “Service Completion Letter” provided to Customer in accordance with Exhibit A.
“Routine Maintenance”	has the meaning given in Exhibit B.
“Service Interruption”	any physical damage to or failure of the Network that is unscheduled and causes a complete and continuous loss of connectivity between two Demarcation Points and interrupts Customer’s ability to carry traffic on the Licensed Fibres between the two Demarcation Points.
“Underlying Rights”	all deeds, licences, leases, easements, rights-of-way, contracts and other rights, titles and interests to use real property of any third party required for Company or Customer, as the case may be, to construct, install and maintain, access and/or use the Licensed Fibres.

2. LICENSE OF FIBRES

2.1. Grant of Licence

Subject to the terms of the Agreement and the relevant Service Order, in consideration of Customer’s payment of the Charges, Company grants to Customer for the Service Term:

- (a) an exclusive right to use the Licensed Fibres for any lawful purpose;
- (b) a right to interconnect the Licensed Fibres between Customer’s facilities, equipment or network with any other facilities, equipment or network; and
- (c) a non-exclusive right to use associated property in Company’s possession or control that is required for Customer to use the Licensed Fibres.

The Customer Licence does not include any equipment to “light” the Licensed Fibres.

2.2. Restriction on use and access

- (a) Customer may use the Licensed Fibres for the provision of any telecommunication services, information services and capacity services, including wavelength, transmission or managed services using the Licensed Fibres, other than reselling, exchanging, swapping, leasing, subleasing, assigning, licensing, sublicensing, grant any right of use, indefeasible right of use or other similar rights of use, in or to any Licensed Fibres as “dark” fibre, directly or indirectly, to any person except any Customer Affiliate.
- (b) Except as expressly set out in this Supplement, Customer will not have any right to (i) own or control the Licensed Fibres, (ii) physically access any part of the Network or Licensed Fibres, or perform any work to maintain, repair, splice, adjust, align, cut, or replace the Licensed Fibres.

2.3. Title and interest to the Licensed Fibres

- (a) The Customer Licence does not convey to Customer any form of ownership interests or title to real or personal property to Customer, including the Network and any associated property thereto. Legal title to and sole ownership of the Network, including any such interest in the Cables and the Licensed Fibres and any property installed or constructed on any part thereof, will be owned by Company, or other Facility Owners, as applicable. Customer acknowledges and agrees that this Supplement is not a sale, lease or grant of any indefeasible right of use of or over the Licensed Fibres.
- (b) Customer agrees that it will not take any action that is inconsistent with or detrimental to Company's legal title or ownership in the Licensed Fibres. Customer specifically acknowledges and agrees that it shall have no right to (i) encumber the Network or the Licensed Fibres in any manner, including liens, security interests, rights or claims of any third-party person, or (ii) use any portion of the Network that is not specifically part of the Licensed Fibres or allowed as provided in this Supplement.

2.4. Company Required Rights

- (a) The Customer Licence is subject to Company's rights under the Company Required Rights, the terms of the Company Required Rights, and the terms under which the Company Required Rights are owned or held by the person granting the Company Required Rights to Company, including covenants, conditions, restrictions, easements, reversionary and other interests, bonds, mortgages and indentures, and other matters, and to the rights of tenants and licensees in possession.
- (b) Prior to delivery of the Licensed Fibres, Company shall obtain all material and applicable Company Required Rights required for Company to provide the Licensed Fibres to Customer at the RFS Date. Company shall use reasonable efforts to maintain or renew all such Company Required Rights for the duration of the Service Term.
- (c) Company will not be in breach of this clause 2.4 during any period when Company is seeking to renew or extend existing Company Required Rights, such Company Required Rights have not yet been renewed or extended, and the grantor of such Company Required Rights has not given Company notice of default or termination of Company Required Rights.
- (d) If any Company Required Rights are modified or terminated, threatening to cause or causing material financial harm to Company, or preventing or materially interfering with Company's control, possession or use of the Licensed Fibres, then Company, in its sole discretion may: (i) provide Customer with comparable Services using alternate portions or facilities of Company's then existing Network or networks or facilities of third parties; or (ii) terminate the affected Service(s) without liability to Customer.

3. ROUTE AND DEMARCATION POINTS

3.1. Customer Route and Network

- (a) Company shall have complete control of any routing configurations of the Network and the location and configurations of all lateral extensions, manholes and handholes. The location of each Customer Route and lateral extension of the Network, including the specific location of manholes and handholes will be determined by Company in its sole discretion.
- (b) Company may acquire any portion of the Network from a Facility Owner (whether by purchase, license, lease, sublease, indefeasible right of use or otherwise) in lieu of constructing and installing the Network containing the Customer Route. Where Company acquires any portion of the Network from a Facility Owner that is exclusively for the Customer (such as third party tails), Customer acknowledges and agrees that the Customer Licence shall be subject to and governed by the terms and conditions between Company and the Facility Owner, and Company makes no warranty that such portion of the Network will be free from interruptions, outages, errors, defects or failure.
- (c) If the Licensed Fibres extend to or through Customer's lateral extension(s), its manhole or handhole, then Customer will obtain for the benefit of Company, all Company Required Rights and Customer Required Rights necessary for Company to enter such facilities to access, install, splice, maintain, repair, replace, and remove the Licensed Fibres as extended therein to the Network.

3.2. Demarcation Points

Company will provide the Licensed Fibres up to the end of the Network Side of the Demarcation Points as set forth in the Service Order. Unless otherwise specified in the Service Order, the Demarcation Point at a Customer Side shall be a splice enclosure or fibre termination panel located (i) at Company's Point-of-Presence within a building; or (ii) in the zero or last serving manhole serving a building for cases where Company does not gain access into such building.

4. CUSTOMER EQUIPMENT AND CONNECTION

4.1. Installation of Customer Equipment

- (a) Unless expressly specified in the Service Order, Customer will procure, at its sole cost and expense, all Customer Equipment and any other inside plant facilities ("**In-Building Facilities**") on the Customer Side to access and interconnect its own facilities with the Licensed Fibres. All In-Building Facilities must be technically compatible with Company's Cable as determined by Company (i.e. ribbon cable, metallic or non-metallic sheath and equivalent Cable type that is compatible with Company's requirements). The manufacturer, model number and description of the In-Building Facilities must be supplied to Company prior to splicing.
- (b) Company may, upon request of Customer, install the In-Building Facilities and extend the Licensed Fibres to a termination point beyond the Demarcation Points. In such event, Company will (i) perform a feasibility study, (ii) engineer and (iii) install the necessary In-Building Facilities (collectively "**In-Building Work**"), provided that an agreement is reached for Company to carry out such In-Building Work, any such In-Building Work shall be ordered through and reflected in a Service Order (or a variation to an existing Service Order). In the event that the feasibility study shows that it is not possible or practicable for Company to extend the Licensed Fibres as agreed in the Service Order, such In-Building Work shall automatically terminate, and all costs and expenses incurred by Company in carrying out the feasibility study shall be reimbursed by Customer.

4.2. Cross Connections with Customer Equipment

- (a) Unless expressly specified in the Service Order, Customer will directly arrange, at its sole cost and expense, for all connections between Customer Equipment and the Licensed Fibres at the Demarcation Points. Connections include any Cable or circuit connected or cross-connected between Customer Equipment or a third party's equipment to a Demarcation Point
- (b) All connections between Customer Equipment and the Licensed Fibres must meet and adhere to good industry practices and will be installed per Company's instructions. Customer must not connect Customer Equipment to any part of the Network on the Network Side without the express, prior written consent of Company.

- (c) Where Company agrees to arrange for any connection between Customer Equipment and the Licensed Fibres at a Demarcation Point that is exclusively for the Customer (such as cross-connects), Customer acknowledges and agrees that such connection shall be subject to and governed by the terms and conditions between Company and the Facility Owner, and Company makes no warranty that such connection will be free from interruptions, outages, errors, defects or failure.

5. DELIVERY

5.1. Testing and acceptance

Before delivering any Licensed Fibres, Company shall test the Licensed Fibres in accordance with Exhibit A. Company may only deliver the Licensed Fibres where Company establishes the Licensed Fibres are in conformity with the applicable specifications. Customer shall accept or reject delivery of the Licensed Fibres in accordance with Exhibit A.

5.2. Delay in delivery

- (a) Company shall use reasonable endeavours to ensure the Licensed Fibres are Ready for Service by the Company Target RFS Date. The Company Target RFS Date shall be extended to reflect any delay caused or contributed by (i) any direct or indirect acts or omissions, negligence or misconduct of Customer or its Associates; or (ii) any Force Majeure Event.
- (b) Company shall notify Customer as soon as possible if a delay is preventing or delaying delivery of the Licensed Fibres by the Company Target RFS Date. Company shall exercise reasonable efforts to mitigate or minimise the delay.
- (c) If the Licensed Fibres are not Ready for Service within 90 days after the Company Target RFS Date (as extended pursuant to clause 5.2(a) of this Supplement), Customer shall have a right to terminate the Service Order by notice in writing to Company in accordance with the Agreement, and the Service Order shall terminate without any further liability between Company and Customer.
- (d) Notwithstanding any delay by Company, if a Service Order is not terminated by the RFS Date, Customer is taken to have waived its rights and remedies for the delay in achieving Ready for Service by the Company Target RFS Date.
- (e) The remedy in this clause shall be Customer's sole and exclusive remedy for any failure by Company to ensure the Licensed Fibres are Ready for Service by the Company Target RFS Date.

6. CUSTOMER OBLIGATIONS

6.1. Customer Required Rights

- (a) Customer shall be responsible, at its sole cost and expense, obtain and maintain all Customer Required Rights (if any), to (i) access and interconnect from Customer Equipment to the Licensed Fibres at the Demarcation Points and (ii) use the Licensed Fibres, Customer Equipment, and lateral extension(s) for the duration of the Service Term. Upon Company's request, Customer will deliver copies of documents to confirm Customer's compliance with Customer Required Rights.
- (b) Customer shall be responsible for arranging its own cage space, manhole assignments, Company Required Rights and Customer Required Rights for Company to install Licensed Fibres to any location other than Company Facilities.

6.2. Access

Customer shall:

- (a) grant Company access to any land, premises or facility owned or controlled by Customer as required in order for Company to comply with its obligations under this Supplement; and
- (b) use reasonable endeavours to obtain and maintain all necessary approvals or licences for Company to enter all land, premises or facility required to deliver the Services and to comply with its obligations under this Supplement.

6.3. Damage to Network

- (a) Customer shall not use its facilities, including the Licensed Fibres and Customer Equipment, in a manner that may endanger or damage the Network, or create an unreasonable risk of damage to property or injury or death to any third party. Customer will promptly notify Company in writing of any matters or circumstances that could have such effect. Customer will not, without the express written consent of Company, perform any repairs or maintenance to any Licensed Fibres or other ancillary Company equipment.
- (b) If any part of Company's or any third party's equipment, including the Licensed Fibres, requires maintenance or repair by reason of an act or omission of Customer or its Associates, then Company may perform such maintenance or repair, and Company shall be entitled to invoice, and Customer shall pay, Company's costs plus an administrative margin.

6.4. Interference with Network

- (a) Customer will not install any equipment for use with the Licensed Fibres that may damage or interfere with the Network. Customer will not use its facilities, including the Licensed Fibres and Customer Equipment, in any manner that may interfere with any part of the Network, or other equipment and facilities of a third party using the Network.
- (b) In the event that if any interference by Customer or Customer Equipment, Company will notify Customer in writing and Customer shall, within 8 hours of receiving such notice, ensure the cessation of such interference to the satisfaction of Company. If Customer fails to cease such interference within such 8-hour period to the satisfaction of Company, Company will be entitled to, without prejudice to all other rights and remedies available to it, suspend all Services to Customer until such interference is resolved to the satisfaction of Company. For the avoidance of doubt, Customer will continue to be liable for all Charges during the period of such suspension.

6.5. Privacy and interception

- (a) Customer shall not use the Services for any purpose that may impair the privacy of any communications carried over the Network or infringe the rights of any person, including intellectual property rights.
- (b) Company may intercept, without any prior or subsequent notification to Customer, communications carried over the Network in order to meet any lawful order or direction of a law enforcement or other Government Agency which has powers to require interception. Customer shall provide all reasonable assistance to Company in respect of any legal requirement for Company to intercept communications.

6.6. Compliance

Customer shall:

- (a) comply with all applicable laws, including any standards, directives or guidelines as may be imposed by any relevant Government Agency, when using the Services;
- (b) obtain and maintain all Authorisations required to purchase and use the Services; and
- (c) do all things necessary, including providing information regarding the usage of the Services provided, to enable Company to comply with its obligations as a carrier, or owner or controller of the Network under any directives or guidelines as may be imposed by any relevant Government Agency or as otherwise required by law.

7. NETWORK RELOCATION

7.1. Relocation

If, after the RFS Date, with respect to a Customer Route, Company is required to relocate any portion of the Network or facilities that has a potential impact on the Customer Route (a "**Relocation**") (a) by any Government Agency or third party ("**Relocation Authority**") pursuant to any applicable laws under the power of eminent domain, nationalization, expropriation or contractual arrangement with Company or in connection with a Company Required Right; or (b) by the occurrence of any Force Majeure Event, then

Company will have the right, but not the obligation, to proceed with a Relocation, including the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, a Relocation. Company shall provide as much notice as possible of a Relocation to Customer, but in any event no less than 20 days unless the Relocation Authority or circumstance requires less time.

7.2. Alternate Routes

In the event a Relocation is not possible, Company may in its sole discretion provide Customer with comparable Services using alternate portions or facilities of Company's then existing Network or networks or facilities of third parties, or terminate the affected Service Order(s) without liability to Customer.

8. MAINTENANCE OF THE NETWORK

8.1. Maintenance

- (a) During the Service Term, Company will provide all Routine Maintenance and Non-Routine Maintenance of the Licensed Fibres in accordance with the provisions set out in Exhibit B. Company will have no obligation to maintain, repair or replace Customer Equipment.
- (b) Customer shall relinquish use of the Services to the extent reasonably required by Company during the period of any Routine Maintenance and Non-Routine Maintenance. Company will provide Customer with at least 10 days prior notice of any scheduled Routine Maintenance that may affect Customer's use of a Service, and use reasonable endeavours to coordinate any outage that is necessary for any Routine Maintenance and Non-Routine Maintenance with Customer. Customer shall comply with all reasonable requests made by Company in relation to the Services or Network during the period of any Routine Maintenance and Non-Routine Maintenance.

8.2. Routine Maintenance

Routine Maintenance is work specifically identified as Routine Maintenance in Exhibit B, provided that Routine Maintenance excludes:

- (a) work arising out of or in connection with direct or indirect acts and/or omissions of Customer or its Associates;
- (b) work arising out of or in connection with negligence or misconduct of Customer or its Associates; and
- (c) Customer's elective maintenance or repair requests.

8.3. Additional Work

If Customer requires any additional work with respect to the Licensed Fibres, such as changes to the Demarcation Points or additional splicing or testing or any work that Company is not customarily required to perform to deliver a Service, such additional work shall be agreed between the parties, ordered through and reflected in a Service Order (or a variation to an existing Service Order).

9. SERVICE INTERRUPTION

9.1. Service Interruption

In the event that a Service Interruption exists in all or any part of Customer Route, Company will use reasonable efforts to resolve such Service Interruption utilising the procedures described in Exhibit B. A Service Interruption begins when Company is notified and continues until Customer is able to carry traffic through the Licensed Fibres as determined by Company following its testing per Exhibit A.

9.2. Service Credit

Customer will be given a credit against Recurring Charges ("**Service Credit**") for the duration of the Service Interruption. The Service Credit will be a fraction of the Recurring Charges equal to the number of minutes of Service Interruption divided by the number of minutes in the month. No Service Credit will be given for any Service Interruption (i) lasting 24 hours or less; (ii) occurring on any part of the Network or connection that is acquired by Company from a third-party that is exclusively for the Customer; or (iii) caused by any Force Majeure Event or any act or omission by Customer or its Associates. The maximum Service Credit for a month shall not exceed the monthly Recurring Charges for the affected Service.



Company's sole liability and Customer's sole and exclusive remedy for any Service Interruption will be limited to resolving the Service Interruption and issuing Service Credits against Recurring Charges for the affected Service in accordance with this clause. Notwithstanding anything to the contrary, Company shall not incur any liability to any third party for any Service Interruption.

10. TERMINATION

All rights of Customer under or in connection with this Supplement or Licensed Fibres shall immediately cease upon the termination or expiry of the applicable Service Order, and all rights to use the Licensed Fibres shall revert to Company.

EXHIBIT A

TESTING AND ACCEPTANCE PROCEDURES

1. **GENERAL.** This document outlines the testing and acceptance procedures for the Services. Company may deviate from the specifications in this Exhibit A when necessary, which will be in Company's sole discretion and may occur in those circumstances where either (i) compliance is impractical, including physical (including environmental) field conditions, issues or code restrictions for Company Required Rights, or (ii) Company has acquired any portion of a Customer Route or segment from a Facility Owner.
2. **TESTING.** Company will test the Licensed Fibres in accordance with the testing procedures in this paragraph 2 ("**Acceptance Testing Procedures**").

- (a) **Insertion Loss Testing.** Company will conduct end-to-end loss measurements for each Licensed Fibre in the span and from both directions using an industry-accepted light source and power meter. Company will use the bi-directional average to determine the end-to-end loss at each appropriate wavelength. Company will conduct this testing at both 1310 nm and 1550 nm for standard single mode fibre. Testing must ensure fibre continuity and the absence of crossed fibres in the span. Testing must be conducted where the Licensed Fibre is terminated by Company in fibre termination panels at both ends of the span.

Each Licensed Fibre will be measured in accordance with the above specifications and will meet or exceed the overall Insertion Loss Budget (ILB). The ILB will be calculated as follows:

$$ILB = (F \times L) + (S \times N) + (CL \times C) + 0.3$$

Where:

F = Fibre attenuation coefficient [dB/km] at 1310nm and 1550nm

Fibre Type and Wavelength	Attenuation Coefficient (dB/km)
Single mode at 1310 nm	0.40
Single mode at 1550 nm	0.30

L = Fibre Link Length as measured end-to-end by OTDR

S = 0.1 dB, being the maximum splice loss

N = Number of splices in, including termination splices

CL = 0.5 dB, being the maximum allowable connector attenuation

C = Number of optical thru-connectors

Any changes to network due to upgrades or alterations will meet or exceed the recalculated overall Insertion Loss Budget (ILB).

- (b) **OTDR Testing.** Company will conduct optical time-domain reflectometer ("**OTDR**") testing at both 1310 nm and 1550 nm wavelengths when the Licensed Fibre consists of standard single mode fibre. Company will conduct OTDR testing on a bi-directional basis for each Licensed Fibre in each span. However, if due to length or attenuation reasons, the Licensed Fibre span exceeds the OTDR dynamic range, a portion or the entire span may be tested on a unidirectional basis and at one wavelength. Alternatively, the Licensed Fibre span may be divided into shorter testing spans in order to obtain bi-directional analysis. In instances where Customer intends to accept Licensed Fibre that is not terminated at one end by Customer in a fibre termination panel, only unidirectional testing will be performed.
3. **DELIVERABLES AND ACCEPTANCE PROCEDURES.** When Company reasonably determines that the Licensed Fibres have satisfied the Acceptance Testing Procedures, Company will provide written notice of the completion of such testing, together with a written copy of the Service Completion Deliverables to Customer via a letter (which may be sent by e-mail) confirming the completion of such testing (the "**Service Completion Letter**").

- (a) **Deliverables.** Company will provide to Customer in PDF or other electronic format the following information for the relevant Licensed Fibres (the “**Service Completion Deliverables**”):
- (i) Insertion loss measurement of the fibres taken end-to-end with power level readings (dB) for each fibre taken with a light source and power meter.
 - (ii) Company Service ID and Link IDs to aid in identifying segments containing the Licensed Fibres within the Cable system.
 - (iii) Site Names – Demarcation Points will be identified using Company's names for such sites, whether or not Customer uses the same names.
- (b) **Acceptance Procedures.** Customer will review the Service Completion Deliverables and accept or reject the Licensed Fibres in accordance with the following procedures:
- (i) Customer will, within 2 days of receipt of the Service Completion Letter, either
 - (A) accept the testing results set forth in the Service Completion Letter and the Service Completion Deliverables by delivering a written notice of acceptance to Company (“**Notice of Acceptance**”), which Notice of Acceptance will constitute acceptance of the Licensed Fibres; or
 - (B) reject the testing results set forth in the Service Completion Deliverables by delivering a written notice of rejection to Company (“**Notice of Rejection**”), which Notice of Rejection will specify in writing, in reasonable detail, the alleged defect or failure in the Licensed Fibres.
 - (ii) In the event that Customer does not respond within such 2-day period, Customer will be deemed to have issued a Notice of Acceptance to Company and accepted the Licensed Fibres on the date immediately following such 2-day period.
 - (iii) In the event Customer delivers a good faith Notice of Rejection to Company, Company will, and at no cost to Customer, take such action as is reasonably necessary to investigate, and if required, correct or cure such defect or failure specified in the Notice of Rejection and conduct any additional testing of the Licensed Fibres in accordance with the Acceptance Testing Procedures that Company deems necessary in its sole discretion. Thereafter, Company will reissue the Service Completion Letter and updated Service Completion Deliverables for Customer's acceptance. The process for testing and acceptance in this Exhibit shall repeat until Customer issues or is deemed to have issued a Notice of Acceptance.
 - (iv) The date on which a Notice of Acceptance is issued or deemed to be issued will be the Contract Start Date for the Service, unless Customer has started using the Licensed Fibres prior to such date (other than for Customer's testing of the Licensed Fibres prior to notification date for acceptance or rejection), in which case the Contract Start Date shall be such earlier date.

EXHIBIT B**MONITORING, MAINTENANCE AND REPAIR SERVICES**

1. **GENERAL**. This Exhibit B describes the policies and procedures to monitor and maintain the Network. The purpose of monitoring and maintenance shall be to assure (in the case of Routine Maintenance) or restore (in the case of Non-Routine Maintenance) the functionality of the Licensed Fibres on the Network. Company shall have no obligation to replace the Licensed Fibres as result of normal wear and tear or degradation associated with the life span of the Licensed Fibres. Company reserves the right to modify procedures to comply with performance specifications.
2. **ADMINISTRATION**. Company maintains a network database ("**Database**") of information for the Network to identify and respond to routine and corrective maintenance situations. The Database will identify the Network and all facilities installed or connected to the Network, including, Customer's Cable type, number and colour coding of fibre strands, origin and destination of each fibre strand and their technical specifications.
3. **CUSTOMER SUPPORT**. Company will establish a Network Operations Centre ("**NOC**") capable of receiving notifications 24x7x365 from Customer. Customer shall report Service Interruptions to Company in accordance with the Customer Support & Delivery (Hours of Operation & Escalation Guide) as may be updated by Company from time to time. Reports on Service Interruptions shall include at a minimum (a) the service circuit ID, (b) the location of the problem at the end point(s) (not the location within the Network) and (c) any other pertinent information that may help in identifying, repairing, and resolving the Service Interruption. If Customer does not respond to a final call back or email from the NOC to verify a Service Interruption or its resolution within 30 minutes, Company will consider the Service Interruption ticket closed.
4. **ROUTINE MAINTENANCE**. Company shall perform the following activities as "**Routine Maintenance**":
 - (a) **Network Fibres Maintenance**. Company will perform routine maintenance on the Network in accordance with Company's then current preventative maintenance procedures. Company's preventative maintenance procedures shall not substantially deviate from industry practice.
 - (b) **Route Patrol**. Company will patrol the Route on a regular basis, and take such preventative maintenance as necessary to preserve the Network.
5. **NON-ROUTINE MAINTENANCE**. "Non-Routine Maintenance" means maintenance and repair work provided by Company which is not Routine Maintenance. Company will perform all Non-Routine Maintenance, and except as otherwise provided, all Non-Routine Maintenance will be covered by Recurring Charges. Customer shall promptly report the need for Non-Routine Maintenance in accordance with the Escalations Protocol as set out in the Customer Support & Delivery (Hours of Operation & Escalation Guide). Non-Routine Maintenance includes emergency repairs to the Network in the event of a Service Interruption.
6. **FIBRE OPTIC CABLE REPAIR AND RESTORATION**. When Company identifies or is notified of a problem, Company will initiate response and repair activities as necessary.
 - (a) Provided that Company has access to the affected Licensed Fibres, immediately upon notification, Company will respond and be on site to determine the course of action required to restore a Service Interruption, and use reasonable endeavours to restore effective use of the Licensed Fibres as soon as possible. Such repairs may be temporary, and Company will commence planning permanent repairs thereafter and notify Customer of its plans.
 - (b) Should a Service Interruption affect multiple customers, the restoration sequence will occur in a logical order and Company shall use reasonable endeavours to not favour or disfavour any particular customer. Company shall use reasonable endeavours to restore in-use fibres prior to inactive fibres. In the event Company responds to a Service Interruption that is not related to a Service provided by Company, Company will invoice, and Customer agrees to pay, Company's costs plus an administrative margin.

7. **COOPERATION**. Company and Customer will cooperate to resolve any impairments to the Network in an expedient and efficient manner. Such cooperation shall include notification of the other party after becoming aware of the need for maintenance or repair of the Network or Company's ability to provide services to Customer.
