

Dated

2019

BETWEEN

NETLINK MANAGEMENT PTE. LTD.

(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)

AND

██████████

CUSTOMISED AGREEMENT

**PROVISION OF MOBILE POINT-TO-POINT CONNECTIONS AND POINT-TO-POINT
CONNECTIONS FOR MOBILE NETWORK DEPLOYMENT AND ENTERPRISE SERVICES**

This CUSTOMISED AGREEMENT is made on

2019 between:

(A) **NETLINK MANAGEMENT PTE. LTD.** (in its capacity as trustee of NetLink Trust) (Company Registration Number: 201704784C), a company incorporated in Singapore with its registered address at 750E Chai Chee Road, #07-03 Viva Business Park Singapore 469005 ("**NLT**")

AND

(B) [REDACTED] (Company Registration Number: [REDACTED]), a company incorporated in Singapore with its registered address at [REDACTED] Singapore [REDACTED] (the "**RL**").

NLT and the RL shall hereinafter be collectively referred to as the "**Parties**", and individually as "**Party**".

WHEREAS:

- A. NLT has been granted a licence to provide facilities-based operations ("**FBO Licence**") by the Info-communications Media Development Authority ("**IMDA**") under Section 5 of the Telecommunications Act (Cap. 323) ("**Act**") and is a designated public telecommunication licensee under Section 6 of the Act. NLT operates subject to the authority of and regulation by IMDA.
- B. Under the terms of NLT's FBO Licence, NLT is required to offer certain Mandated Services to Requesting Licensees pursuant to the terms of the Approved ICO.
- C. The Parties are desirous of entering into this Customised Agreement to regulate Parties' respective obligations and responsibilities with regard to the provision of Mobile Point-to-Point Connections (as defined below) for the purpose of Mobile Network Deployment (as defined below), and Point-to-Point Connections (as defined below) for the purpose of Mobile Network Deployment and providing Enterprise Services (as defined below).

IN CONSIDERATION OF THE PARTIES' MUTUAL AGREEMENTS, UNDERTAKINGS AND COVENANTS HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, capitalised terms shall have the following meanings:-

"**Approved ICO**" has the meaning ascribed to it in Clause 1.2.1 below;

"**Base Station**" means a Building or NBAP at which a mobile base transmission station belonging to the RL is installed to support RL's mobile and cellular services;

"**Business Day**" means any day other than Saturdays, Sundays or the gazetted public holidays in Singapore;

"**Connection**" means a Point-to-Point Connection, Mobile Point-to-Point Connection, Indoor Connection or Outdoor Connection;

"**Direct End-User**" means End-Users who have entered directly into a contractual agreement with the RL or its Related Corporations;

“Effective Date” means the date described in Clause 7.1 below;

“Enterprise Customer” means any Direct End-User to whom the RL supplies an Enterprise Service;

“Enterprise Service” means the provision of one (1) fibre-based broadband enterprise connection by the RL to a Direct End-User at a Non-Residential Premise by utilizing a Point-to-Point Connection provided by NLT under this Agreement;

“Indoor Connection” means a Point-to-Point Connection or Mobile Point-to-Point Connection for which either the A-end or B-end is located indoors (e.g. within residential or commercial buildings, or multi-storey carparks);

“Law” means any domestic constitutional provision, statute or other law (including common law), act, rule, regulation, subsidiary legislation, ordinance, treaty, code, permit, certificate, licence, and any decision, decree, resolution, injunction, judgment, order, ruling, interpretation or assessment issued by any Governmental Agency, including any of the foregoing applicable to health, safety and environmental matters;

“NBAP” or **“Non-Building Address Point”** means a location in mainland Singapore or its connected islands other than a physical address;

“Mobile Hub” means a centralized location within a Building in which cellular mobile telecommunications equipment belonging to the RL is installed for the purpose of supporting connections to the respective Base Station, and includes any of the RL’s Exchanges.

“Mobile Network Deployment” means the deployment of telecommunication systems by the RL for the purpose of provisioning public cellular mobile telecommunication services to Direct End-Users who are connected to the RL’s mobile network;

“Mobile Point-to-Point Connection” means a fibre connection that is deployed between two physical points (**“A-end”** and **“B-end”**) within NLT’s network where A-end is located at a Mobile Hub; and B-end is located at a Base Station;

“Monthly Recurring Charge” or **“MRC”** means the monthly recurring charge specified under **Annex 2** of this Agreement in relation to any Point-to-Point Connection;

“Outdoor Connection” means a Point-to-Point Connection or Mobile Point-to-Point Connection for which either the A-end or B-end is located outside of a Building (e.g. lamp posts);

“Point-to-Point Connection” means a fibre connection that is deployed between two physical points (**“A-end”** and **“B-end”**) within NLT’s network, and that is not a Mobile Point-to-Point Connection;

“RL’s Exchanges” means the exchanges located at [REDACTED], in which cellular mobile telecommunications equipment belonging to the RL is located; and

“Term” means the term of this Agreement as set out in Clause 7.2 below.

1.2 Interpretation

In this Agreement:-

- 1.2.1 unless otherwise defined herein, all terms and references defined in NLT's Interconnection Offer as approved by the Authority ("**Approved ICO**") (as set out on the IMDA webpage <https://www.imda.gov.sg/regulations-licensing-and-consultations/frameworks-and-policies/nationwide-broadband-network/netlink-trusts-interconnection-offer-2017> or any successor webpage and as may be amended from time to time) shall have the same meaning and construction when used in this Agreement;
- 1.2.2 unless otherwise defined herein, the definition of terms shall apply equally to the singular and plural forms of the terms defined, and any pronoun shall include the corresponding masculine, feminine and neuter forms;
- 1.2.3 unless the context otherwise requires, any definition or reference to any instrument, statute or statutory provision shall be construed as referring to such instrument, statute or statutory provision as from time to time amended, supplemented, extended, consolidated or replaced, and subject to any restrictions on such amendments, supplements, extensions, consolidations or replacements, and any orders, regulations, instruments or other subordinate legislation made thereunder;
- 1.2.4 the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- 1.2.5 unless otherwise provided herein or the context otherwise requires, all references to clauses, schedules, recitals and annexures are references to the clauses, schedules, recitals and annexures of this Agreement;
- 1.2.6 the words "herein", "hereinafter", "hereof" and "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement;
- 1.2.7 an expression importing a natural person shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns (as the case may be), and pronouns shall have a similarly extended meaning. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;
- 1.2.8 dates and times refer to Singapore time;
- 1.2.9 the schedules and/or annexures to this Agreement form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
- 1.2.10 the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; and
- 1.2.11 any act or obligation to be done or performed under this Agreement which is required or falls to be done or performed on a stipulated day, shall be done or performed on the next succeeding Business Day, if the day upon which that act or obligation is required

or falls to be done or performed falls on a day which is not a Business Day.

2. NLT'S OBLIGATIONS

Upon request made by the RL in accordance with the terms and conditions specified herein, NLT shall provide:

- (a) Point-to-Point Connections for the purpose of Mobile Network Deployment;
- (b) Point-to-Point Connections for the purpose of providing Enterprise Services; and
- (c) Mobile Point-to-Point Connections for the purpose of Mobile Network Deployment by connecting to a mobile base transmission station that belongs to the RL.

3. RL'S OBLIGATIONS

- 3.1 In consideration of NLT's agreement to provide the services described in Clause 2 above, the RL shall comply with the terms and conditions specified in the Annex 1 hereto and as may be amended from time to time by the Parties' mutual agreement, subject to the Authority's approval.

4. CONFIDENTIALITY

- 4.1 Each Party shall protect from disclosure any confidential or proprietary information provided by the other in the course of negotiating or implementing this Agreement, use such information only for the provision of the specific Mandated Services requested by the RL and adopt appropriate procedures to ensure that the information of the other Party is not used for the development or marketing of other telecommunication services or equipment by either Party or third parties.

5. PROTECTION OF NETWORKS

- 5.1 NLT and the RL shall take reasonable measures to ensure that they will not cause physical or technical harm to each other's network.

6. BILLING INFORMATION

- 6.1 NLT and the RL shall provide each other with information within their possession that is necessary to allow them to provide accurate and timely billing to each other and to any other relevant third parties.

7. TERM AND TERMINATION

- 7.1 This Agreement shall be submitted to the Authority for approval and shall come into effect only upon such approval by the Authority. The date on which the Authority's approval is granted or is deemed to have been granted shall hereinafter be referred to as the "**Effective Date**".
- 7.2 This Agreement shall expire five (5) years after the Effective Date of this Agreement ("**Initial Term**"). Parties may agree in writing to renew this Agreement on such terms and conditions as

agreed between the Parties subject at all times to the prior approval of the Authority. Upon request for renewal by the RL, which should be made at least three (3) months prior to the expiry of the Agreement, Parties shall negotiate in good faith such terms and conditions to renew this Agreement and to conclude such negotiation prior to the expiry of the Agreement, subject to the Authority's prior approval.

- 7.3 Unless otherwise specified in the Annexures hereto, either Party may terminate this Agreement pursuant to the provisions of Clause 12.1 of the main body of Part 2 of the Approved ICO (which are incorporated pursuant to Clause 9.1 below). In addition, either Party may terminate this Agreement by giving to the other Party 180 days' written notice or such shorter notice as may be directed or requested by the Authority.

8. LIMITATION OF LIABILITY

- 8.1 This Clause 8 shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, willful or deliberate breach, breach of statutory duty or any other cause) of NLT to the RL under or in relation to this Agreement and in relation to any act, omission or event relating to or arising out of this Agreement.

- 8.2 Subject to Clause 8.4, NLT shall not be liable to the RL, whether in contract, in tort, under statute or otherwise, for the following:

- a. any direct or indirect loss of profits, revenue, business, anticipated savings, wasted expenditure or goodwill; or
- b. any consequential or indirect liability, loss or damage,

sustained by the RL and arising from or in connection with this Agreement.

- 8.3 Subject to Clause 8.4, NLT's aggregate liability to the RL for breach of any of NLT's obligations or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), shall be limited to the aggregate Monthly Recurring Charge (as set out in Annex 2 of this Agreement) paid or payable by the RL during the twelve (12) months prior to the event giving rise to the liability.

- 8.4 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury.

9. MISCELLANEOUS

- 9.1 Incorporation of Terms of Approved ICO

Save as expressly amended and/or supplemented by this Agreement, or if the context requires otherwise, the terms of the Approved ICO (as may be amended from time to time, and including but not limited to Schedules 15, 16 and 18 of the Approved ICO) shall be incorporated herein and shall form part of this Agreement, with the necessary modifications for application to this Agreement instead of an ICO Agreement. In the event of any inconsistencies between the provisions of this Agreement and the Approved ICO, the terms of this Agreement shall prevail to the extent of such inconsistencies.

- 9.2 Release, Waiver or Compromise

Any liability owed to either Party hereunder may in whole or in part be released, waived or compromised, or time or indulgence may be given, by such Party in its absolute discretion and without in any way prejudicing or affecting its rights against the other Party. Any release, waiver

or compromise shall be in writing and shall not be deemed to be a release, waiver or compromise of similar obligations or conditions in the future.

9.3 Prohibition against Assignment and Sub-Licensing

This Agreement and/or the obligations hereunder shall not be assigned or sub-licensed by the RL.

9.4 Amendment

This Agreement may be amended only by an instrument in writing signed by both Parties, which shall be conditional upon and subject to the approval of the Authority. The Parties hereby acknowledge that the Authority may direct changes to be made to this Agreement and agree that they shall amend this Agreement to incorporate such changes (including any additional or modified Duties Related to the Provision of Mandated Services as defined in the Code) as and when required by the Authority.

9.5 Invalidity and Unenforceability

Any provision of this Agreement that is invalid or unenforceable under any Law in Singapore will be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this Agreement which are self-sustaining and capable of separate enforcement without regard to the read down or severed provision shall remain valid and enforceable in accordance with their terms.

9.6 Counterparts

This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument.

9.7 Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the Laws of Singapore and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

9.8 Liability of the Trustee

NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Agreement in its capacity as trustee of NetLink Trust and not in its personal capacity and any liability of NetLink Management Pte. Ltd. (in its capacity as trustee of NetLink Trust) under this Agreement is limited to the assets of NetLink Trust over which NetLink Management Pte. Ltd. has recourse and shall not extend to any personal or other assets of NetLink Management Pte. Ltd. or its shareholders, directors, officers or employees, save where NetLink Management Pte Ltd is fraudulent, in wilful default or in breach of the trust or where the NetLink Management Pte Ltd fails to exercise such due care and skill as is reasonable in the circumstances in its capacity as trustee of NetLink Trust.

ANNEX 1

1. PROVISION OF POINT-TO-POINT CONNECTIONS

- 1.1. The RL shall not use any Point-to-Point Connection for the purpose of providing fibre-based broadband services to Residential End-Users.
- 1.2. Where a Point-to-Point Connection is provided to the RL for the purpose of Mobile Network Deployment, the A-end shall be located at any of the RL's Exchanges and the B-end shall be located at a Mobile Hub, or vice-versa.
- 1.3. Where a Point-to-Point Connection is provided to the RL for the purpose of providing an Enterprise Service:
 - (a) the RL shall use that Point-to-Point Connection to supply one (1) Enterprise Service to one (1) Enterprise Customer at the relevant Non-Residential Address. For the avoidance of doubt, the RL shall not use the same Point-to-Point Connection to provide more than one (1) Enterprise Service to the same Enterprise Customer at the same Non-Residential Address;
 - (b) the RL must provide the address of Non-Residential Premise as the handover location; and
 - (c) the RL shall procure that no Enterprise Customer shall use the Point-to-Point Connection to subsequently resell or otherwise supply broadband services to Residential End-Users or Non-Residential End-Users, or to any NBAP location.

2. PROVISION OF MOBILE POINT-TO-POINT CONNECTIONS

- 2.1 The RL acknowledges and agrees that the Mobile Point-to-Point Connections provided under this Agreement shall be used only for the purpose of Mobile Network Deployment by connecting to mobile base transmission stations that belong to the RL.
- 2.2 Where a Mobile Point-to-Point Connection is provided to the RL under this Agreement:
 - (a) the RL shall not use the Mobile Point-to-Point Connection for the purpose of providing any fibre-based broadband service to Enterprise Customers or Residential End-Users or any NBAP Location; and
 - (b) the RL shall be allowed to use the Mobile Point-to-Point Connection for the purpose of providing public cellular mobile telecommunication services to Direct End-Users, and who are connected to the RL's mobile network.

Minimum Volume Commitment for first 24 Months

- 2.3 The RL shall fulfil the minimum number of Mobile Point-to-Point Connections ("**Minimum Volume Commitment**", or "**MVC**") and the minimum revenue to be generated in terms of cumulative MRC billed in respect of Mobile Point-to-Point Connections ("**Minimum Revenue Commitment**", or "**MRVC**") that is indicated in the below table by no later than the expiry of twenty-four (24) months commencing from the Effective Date (the "**Commitment Period**").

Minimum Volume Commitment	Minimum Revenue Commitment
800 Mobile Point to Point Connections	\$3.5 million

- 2.4 The RL hereby undertakes to refrain from backloading its orders to the last 12 months of the Commitment Period for the purpose of fulfilling the MVC. To this end, the RL shall make reasonable efforts, but is under no obligation, to submit orders for an average of 40 Mobile Point-to-Point Connections per month during the Commitment Period. Notwithstanding anything in this Agreement, NLT shall not be obliged to provision more than 50 Mobile Point-to-Point Connections per month during the last six (6) months of the Commitment Period.
- 2.5 The RL shall fulfill the MVC and the MRVC specified above by the last day of the Commitment Period. The RL acknowledges that NLT is only able to offer the charges set out in Annex 2 on the condition that the MVC and the MRVC are met, and the RL hereby agrees to pay an additional payment in the event that the RL fails to meet the MVC and MRVC at the end of the Commitment Period (or such earlier date of cessation of the Agreement pursuant to termination by the RL) (the “**Additional Payment**”). The Additional Payment shall be calculated according to the below formula:

$$A = (MRVC - B)$$

Where A = Amount of Additional Payment payable for failure to meet the MRVC within the Commitment Period

B = Cumulative MRC billed during the Commitment Period, including total MRC and Early Termination Charge billed in respect of Mobile Point-to-Point Connections which are terminated prior to the expiry of the Commitment Period

- 2.6 Subject to Clause 2.5, NLT shall calculate and issue an invoice for the Additional Payment based on the total cumulative MRC billed to the RL as of the last day of the Commitment Period, or such earlier date of cessation of the Agreement pursuant to termination by the RL (as the case may be). For the avoidance of doubt, interest payable on overdue amounts provided for in the relevant Schedules of the Approved ICO (including but not limited to Schedule 16) shall apply to any part of the Additional Payment which is overdue.

Minimum Volume Commitment after 24 Months

- 2.7 The RL shall maintain the Minimum Volume Commitment throughout the remainder of the Initial Term after the Commitment Period.
- 2.8 Commencing after the last day of the Commitment Period, NLT shall perform checks on the total number of active Mobile Point-to-Point Connections on the last day of each calendar month during the remainder of the Initial Term. The last day of each calendar month after the Commitment Period shall hereafter be referred to as a “**Check-In Date**”.
- 2.9 In the event that the total number of active Mobile Point-to-Point Connections on a Check-In Date falls below the Minimum Volume Commitment, the RL hereby agrees to pay an additional payment that is equivalent to the difference between the total aggregate Monthly Recurring Charge which would have been payable during the relevant calendar month had the RL met the Minimum Volume Commitment, and the total aggregate Monthly Recurring Charge which was actually invoiced to the RL during the said calendar month (the “**Check-In Payment**”). An illustration of the calculation method is set out in **Annex 8**.

- 2.10 NetLink Trust shall issue an invoice to the RL for the total Check-in Payment payable over each three-month period commencing from the expiry of the Commitment Period, and payment shall be made in full to NLT within 30 days from the date of NLT's invoice. For the avoidance of doubt, NLT shall issue monthly bills for the MRC payable for Mobile Point-to-Point Connections notwithstanding anything in this Agreement, and interest payable on overdue amounts provided for in the relevant Schedules of the Approved ICO (including but not limited to Schedule 16) shall apply to any part of the Check-in Payment which is overdue.
- 2.11 In the event that the total number of active Mobile Point-to-Point Connections on a Check-In Date exceeds the Minimum Volume Commitment, NLT agrees to pay the RL a rebate that is equivalent to the difference between the total aggregate Monthly Recurring Charge for the active Mobile Point-to-Point Connections that was actually invoiced to the RL during the relevant calendar month, and the total aggregate Monthly Recurring Charge that would have been payable by the RL for the active Mobile Point-to-Point Connections during the calendar month based on the volume tier monthly charge that applies according to the table set out below (the "**Check-In Rebate**"):

No. of active Mobile Point-to-Point Connection on the relevant Check-in Date	Volume Tier Monthly Charge for each Mobile Point-to-Point Connection
Minimum volume of 800	\$450
801 – 1000	\$400
1001 – 1,200	\$350
> 1,201	\$320

An illustration of the calculation method is set out in **Annex 8**.

- 2.12 The Check-In Rebate for each three-month period commencing from the expiry of the Commitment Period shall be credited to the RL's account and reflected in the next invoice issued by NLT.

Rebate during first 24 Months

- 2.13 The RL shall be eligible to receive an early rebate in the event that the RL exceeds the Minimum Volume Commitment any time before the expiry of the Commitment Period ("**Early Rebate**"), provided always that:
- (a) NLT shall only be liable to pay out the Early Rebate in respect of the first time that the RL exceeds the Minimum Volume Commitment during the Commitment Period;
 - (b) the Early Rebate shall be calculated based on the total number of Mobile Point-to-Point Connections that are active as of the last day of the calendar month during which the RL exceeded the Minimum Volume Commitment ("**Early Check-in Date**");
 - (c) in the event that the RL fails to meet the MRVC at the end of the Commitment Period (or such earlier date of cessation of the Agreement pursuant to termination by the RL), the RL shall reimburse NLT the Early Rebate that has been credited to the RL's account; and
 - (d) nothing in this paragraph shall affect the RL's obligations under paragraphs 2.3 – 2.5 of this Annex 1.
- 2.14 The Early Rebate shall be equivalent to the difference between the total aggregate Monthly

Recurring Charge for the active Mobile Point-to-Point Connections that was actually invoiced to the RL during the period commencing on the Effective Date and ending on the Early Check-in Date, and the total aggregate Monthly Recurring Charge that would have been payable by the RL for the active Mobile Point-to-Point Connections during the aforementioned period based on the volume tier monthly charge that applies according to the table set out in paragraph 2.11 of this Annex 1.

- 2.15 The Early Rebate shall be credited to the RL's account and reflected in the next invoice issued by NLT.
- 2.16 For the avoidance of doubt, NLT's assessment on whether RL has maintained the Minimum Volume Commitment throughout the Initial Term shall be based on the number of Mobile Point-to-Point Connections that are active on the last day of the Commitment Period, and on the last day of each calendar month during the remainder of the Initial Term, commencing after the last day of the Commitment Period. NLT shall not have any regard to the length of time for which each Mobile Point-to-Point Connection has been active.
- 2.17 In the event of any delays in the provisioning of Mobile Point-to-Point Connections due to circumstances beyond the reasonable control of NLT and its suppliers and contractors, NLT shall not be liable to reimburse the RL for any loss in the Check-In Rebate or Early Rebate payable to the RL, or any part of the Additional Payment or Check-In Payment that has been paid to NLT.

3. PROCEDURE FOR REQUEST FOR SERVICES

- 3.1. The RL shall submit a request for a Connection ("**Request**") via email using the form set out in **Annex 5**. Within one (1) Business Day of receiving the Request, NLT will notify the RL on whether the Request has been accepted or rejected by NLT. Where the Request has been rejected, NLT shall inform the RL of the reason for the rejection.
- 3.2. Where the Request is accepted by NLT, NLT shall conduct a desktop study to evaluate the feasibility of supplying the Connection, and shall issue a desktop study report on the details of the proposed deployment of the Connection, which may include (but is not limited to) the following information:
 - (a) Distance of the proposed fibre route; and
 - (b) The theoretical signal loss applicable for the proposed fibre route.
- 3.3. In the event that the RL does not accept the desktop study report, and decides to cancel the Request, Cancellation Charges as set out in Annex 2 shall apply.
- 3.4. In the event that the RL accepts the desktop study report, and decides to proceed with the Request, the RL shall notify NLT of its acceptance via email.
- 3.5. Subject to the RL's acceptance of the desktop study report and any charges to be imposed by NLT on the RL on Cost-Oriented Basis, NLT shall conduct a site survey to assess the cable routing for each Connection. NLT shall thereafter provide a quotation of any applicable one-time Installation Charge ("**OTC**") for digging or trenching work prior to fulfilling the said order ("**Quotation**").
- 3.6. NLT shall commence the fibre deployment subject to the following conditions:
 - 3.6.1. The RL agrees to the OTC for digging or trenching work indicated in the Quotation pursuant to **paragraph 3.5** above;

- 3.6.2. The RL must provide its acceptance of the service activation period indicated by NLT and the Quotation within ten (10) Business Days of receipt of the Quotation, failing which, the Request shall be deemed cancelled and the RL shall be liable for Cancellation Charges stipulated in Annex 2;
- 3.6.3. The RL shall assist NLT by providing access to the necessary existing facilities within the relevant Building or NBAP for the deployment of the Point-to-Point Connection or Mobile Point-to-Point Connection which may include (but are not limited to) the cable trunking leading to the TP location;
- 3.6.4. In the event that NLT is unable to deploy the Connection using existing facilities, NLT shall revise the Quotation to include NLT's charges for building new facilities, which shall be calculated on a Cost-Oriented Basis, and the revised Quotation shall be submitted for the RL's approval. The RL must provide its acceptance of the revised Quotation within ten (10) Business Days, failing which, the Request shall be deemed cancelled and the RL shall be liable to pay the Cancellation Charges stipulated in **Annex 2**, and all costs that NLT has already incurred under the original Quotation accepted by the RL under paragraph 3.6.2 above;
- 3.6.5. In the event that NLT has to incur any additional cost (e.g. special trunking and scaffolding) to carry out the installation work arising from the need to access rooftop sites and/or deploy specialised equipment, NLT shall recover the cost from the RL on a Cost-Oriented Basis; and
- 3.6.6. The RL shall secure access for NLT to carry out any works and to liaise with building management where necessary.
- 3.7. For the avoidance of doubt, the RL shall not be permitted to submit any self-provide order under this Agreement.
- 3.8. In the event that the RL cancels the Request for a Connection after the commencement of the site survey referred to in **paragraph 3.5** of this Annex 1 and before accepting the Quotation, the Request for the relevant Connection will be deemed to have been cancelled and the RL shall be liable for the Cancellation Charge(s) set out in Annex 2.
- 3.9. In the event that the RL cancels the Request for a Connection after accepting NLT's Quotation, the Request for the relevant Connection will be deemed to have been cancelled and the RL shall be liable for the Cancellation Charge(s) stipulated in Annex 2.

4. SERVICE LEVEL GUARANTEES

- 4.1. NLT will provide the service level guarantees set out below (collectively the "**Service Level Guarantees**"):
- 4.1.1. NLT shall offer a service level availability of 99.99% per month for each Connection; and
- 4.1.2. NLT shall restore any fault within a standard recovery time of six (6) hours.
- 4.2. If NLT fails to meet the service level availability set out in **paragraph 4.1.1** above for a particular month and such failure is solely caused by NLT, its contractors and/or suppliers, NLT shall offer to rebate the RL ten per cent (10%) of the MRC for each affected Connection. The calculation of the rebate shall be determined according to the rules set out in **Annex 6** of this Agreement. An illustration of the calculation method is set out in **Annex 8**.
- 4.3. If NLT fails to meet the standard recovery time set out in **paragraph 4.1.2** above and such failure

is solely caused by NLT, its contractors and/or suppliers, NLT shall provide a remedy in the form of a rebate to the RL for each affected Connection that fails to meet the standard recovery time of six (6) hours, and the rebate shall be determined according to the rules set out in **Annex 6** of this Agreement. An illustration of the calculation method is set out in **Annex 8**.

- 4.4. A claim by the RL shall be made in writing within thirty (30) Calendar Days of the completion of the relevant calendar month on which the Service Level Guarantees are measured. The amount in respect of any claim shall be paid to the RL in the form of a rebate. The RL acknowledges that a failure to make a claim within the specified timeframes under this paragraph means that the RL waives any entitlement to the relevant rebate. NLT will respond within (30) Calendar Days from the date of claim stating whether the claim by the RL: is (a) valid for rebates; or (b) is an invalid claim. Where NLT assessed that the RL's claim is invalid, NetLink Trust will explain its basis or require the RL to provide additional information. For valid claims submitted within the timeframe, NLT shall provide the rebate in its next invoice.
- 4.5. If the RL is entitled to a rebate pursuant to the claim made under **paragraph 4.4**, NLT shall issue a credit note for the amount of the rebate due to the RL within thirty (30) Calendar Days of the date of the RL's claim.
- 4.6. The Service Level Guarantees and rebates provided by NLT are of an ex-gratia nature and personal to the RL and are non-transferable.
- 4.7. Notwithstanding anything in this Agreement, the Service Level Guarantees shall not apply in any of the following circumstances:
 - (a) fault due to any equipment, wiring and/or cabling owned or operated by the RL or on behalf of the RL;
 - (b) restoration of the Connection where any site-coordination meeting, fault investigation, Joint Investigation Meeting or fault identification coordination meeting is involved, except where (i) the fault was caused by NLT; and (ii) the RL has not contributed to any delay in setting up the meeting. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by NLT, the time taken from the start of arranging any site-coordination meeting, fault investigation, Joint Investigation Meeting or fault identification coordination meeting up to the end of the meeting, shall always be excluded;
 - (c) NLT is unable to obtain or maintain any licence or permission necessary to the restoration of the Connection despite using its best endeavours to obtain expeditiously or maintain such licence or permission. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by NLT, the time taken by NLT to obtain or maintain any licence or permission necessary to the restoration of the Connection shall always be excluded. Provided that in the event that the RL maintains the licence/permission, NLT will provide evidence that it has used such best endeavours;
 - (d) NLT has difficulty accessing the TP location despite using its best endeavours to expeditiously remedy the access difficulties, provided always that in the event there is a dispute as to whether NLT has used its best endeavours to expeditiously remedy the access difficulties, NLT will provide evidence that it has used such best endeavours;
 - (e) delay in the restoration of the Connection caused by events beyond the reasonable control of NLT and its suppliers and contractors;
 - (f) fault is reported by the RL but no fault is found or confirmed after due and careful investigation, and verification by NLT;
 - (g) NLT is required to carry out service interruption, and RL has been given prior written

notification of the same;

- (h) NLT is required to carry out fibre diversion at the request of the Government Agencies, private developers or other relevant parties and the RL has been given prior written notification of the same; and
 - (i) where the RL or MCST (of the development where the Connection is to be provisioned) requires customised arrangements or conditions to be fulfilled before access is granted to NLT, but such exclusion shall only be limited to the time taken for access to be granted to NLT.
- 4.8. The estimated period required by NLT to provision a Connection using the existing NLT infrastructure is 1 calendar month, and approximately 3 calendar months are required to provision a Connection where there is no existing NLT infrastructure. The RL acknowledges and accepts that the aforementioned timelines are purely indicative, and that the actual time required to provision each Connection shall depend on the availability of access to the TP location, actual site conditions, the grant of the necessary licences, permits, consents, waivers and authorization by the relevant building management or any other party, and any unforeseen circumstances beyond the control of NLT.
- 4.9. Notwithstanding anything in this Agreement, NLT shall not be bound by the aforementioned indicative timelines, and the RL shall not be entitled to make any claims arising out of the failure of NLT to meet the service activation period in relation to any request for a Connection under this Agreement.
- 4.10. If duplicate claims for the same failure to meet the Service Level Guarantees are made under **paragraph 4.4** and NLT subsequently issues credit notes for the amount of the rebates claimed, NLT shall notify the RL accordingly within thirty (30) Calendar Days on which the most recent credit note was issued, and shall be entitled to recover from the RL an amount that is equivalent to the duplicate rebates credited to the RL.

5. FAULT REPORTING

- 5.1. The RL shall report all faults by filling in the form set out in **Annex 7** of this Agreement and emailing the same to NLT's Fault Team at fault@netlinknbn.com. The RL must then follow up with a telephone call to Fault Team at telephone no. 6631 9090.
- 5.2. Upon receipt of a fault report from the RL in accordance with **paragraph 5.1** above, NLT shall investigate the cause of the fault and shall provide periodic updates to RL on the status of the fault rectification.
- 5.3. The calculation of the total time taken for the investigation to be completed will exclude the period during which NLT is not able to obtain permission to access or work in a Building or NBAP due to the Building or NBAP being inaccessible.
- 5.4. If, following the investigation, NLT determines that:
- (a) There is no fault in NLT's Network; or
 - (b) The fault resides in NLT's Network and such fault is not evidently caused by NLT or its contractors or NLT's Network or equipment,

then, upon completion of the fault investigation by NLT, NLT shall charge the RL the fault investigation charge specified in **Annex 6** of this Agreement.

6. FEES & CHARGES

- 6.1. The fees set out in Annexes 2, 3 and 4 shall apply for all Connections provided by NLT pursuant to this Agreement. In the event that any charges for services are not stipulated in Annexes 2, 3 and 4, the charges for such services as set out in Schedule 15 of the Approved ICO shall apply.
- 6.2. The fees set out in Annexes 2, 3 and 4 shall be valid until the occurrence of the earlier of the following events:
- (a) the expiration of five (5) years from the effective date of the Agreement; or
 - (b) until such time the Authority reviews the prices of the Mandated Services offered by NLT pursuant to the terms of the Approved ICO. In the event there is any change to such prices that affects the fees set out in Annexes 2, 3 and 4, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further Point-to-Point Connections or Mobile Point-to-Point Connections at the fees set out in Annexes 2, 3 and 4. The RL acknowledges that there may be a need to enter into a new agreement on revised tariffs and terms and conditions approved by the Authority at the relevant time, in which case this Agreement shall be terminated by mutual agreement without liability on the part of either Party, save that both Parties shall settle any payments which have accrued at the time of termination, and that, in the event that this Agreement is terminated during the Commitment Period, the RL shall be liable to pay an amount equivalent to the Minimum Revenue Commitment less the cumulative MRC billed during the period between the Effective Date and the effective date of termination.
- 6.3. NLT will review the fees set out in Annexes 2, 3 and 4 periodically and may revise the fees at its discretion following such review, subject to IMDA's approval. In the event there is a fee revision approved by IMDA, NLT shall notify the RL of the revised fees in writing and the revised fees shall take effect two (2) months from the date of such notification, subject to any direction by IMDA. In such event, the Parties shall enter into good faith discussions in an effort to reach a mutual agreement on a new definition of the Minimum Volume Commitment.

7. ADDITIONAL TERMS AND CONDITIONS

- 7.1. Each Point-to-Point Connection activated by the RL shall be subject to a minimum contract term of twenty-four (24) months, commencing from the Ready For Service (RFS) date as advised by NLT (the "**Minimum Connection Term**").
- 7.2. The termination of any active Point-to-Point Connection before the expiry of the Minimum Connection Term shall be subject to an Early Termination Charge that is equivalent to the total aggregate Monthly Recurring Charge which would have been payable during the remainder of the Minimum Connection Term.
- 7.3. The RL shall obtain all necessary approvals, permits and consents (including approvals from the relevant building manager) at its own cost to facilitate NLT's access to all necessary areas within the relevant Building or NBAP, and all works relating to the Connection (including but not limited to any subsequent repair, replacement or upgrade to any equipment or facility forming part of the Connection).
- 7.4. Upon termination of an existing Connection at any time, including termination of a Point-to-Point Connection before the expiry of the Minimum Connection Term, the RL shall arrange for the Removal of the TP or any part of the Network as currently installed, and shall bear the charges

relating to any reinstatement work to be performed by NLT in relation to the Removal at the RL's request. Such reinstatement charges will be recovered by NLT from the RL on a Cost-Oriented Basis. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of this Agreement.

- 7.5. For the avoidance of doubt, all ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling any request by the RL pursuant to this Agreement shall belong to NLT and the RL shall take all steps that may be necessary to ensure ownership of these ducts and manholes vests in NLT at no additional cost to NLT.
- 7.6 Upon request by NLT, the RL shall submit supporting evidence to show that each Mobile Point-to-Point Connection is used only for the purpose of Mobile Network Deployment by connecting to a mobile base transmission station that belongs to the RL. The RL shall provide NLT with all reasonable assistance (including but not limited to obtaining the necessary approvals, permits and consents to access any areas within the relevant building) in the event that NLT wants to conduct on-site verification that the Mobile Point-to-Point Connection has been deployed in such a manner as specified herein.
- 7.7. The rights and remedies of NLT provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 7.8. Schedule 16 of the Approved ICO shall apply to this Agreement.

ANNEX 2

CHARGES

The charges for Point-to-Point Connections and Mobile Point-to-Point Connections are set out below.

Charges for Point-to-Point Connections for Mobile Network Deployment and Enterprise Services

S/N	Description of Charges	Amount
1	Monthly Recurring Charge ("MRC")	\$1,200 per Point-to-Point Connection.
2	One – Time Installation Charge ("OTC")	<p>\$1,500 per Point-to-Point Connection with fibre length up to 80 metres using existing facilities at each end.</p> <p>Where Indoor Connection requires fibre length exceeding 80 metres and / or new facilities is required, additional OTC as set out in Annex 3 (One Time Installation Charge - Indoor Connection) shall apply on top of the \$1,500 One-Time Installation Charges</p> <p>Where Outdoor NBAP Connection is required, additional OTC as set out in Annex 4 shall apply on top of the \$1,500 One-Time Installation Charges for Digging/Trenching Work</p>
3	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for each Point-to-Point Connection.

Charges for Mobile Point to Point Connections

S/N	Description of Charges	Amount
1	Monthly Recurring Charge ("MRC")	\$450 per Mobile Point-to-Point Connection
2	One – Time Installation Charge ("OTC")	<p>\$1,500 per Mobile Point-to-Point Connection with fibre length up to 80 metres using existing facilities at each end.</p> <p>Where Indoor Connection requires fibre length exceeding 80 metres and / or new facilities is required, additional</p>

		<p>OTC as set out in Annex 3 (One Time Installation Charge - Indoor Connection) shall apply on top of the \$1,500 One-Time Installation Charges</p> <p>Where Outdoor NBAP Connection is required, additional OTC as set out in Annex 4 shall apply on top of the \$1,500 One-Time Installation Charges for Digging/Trenching Work</p>
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Other Charges

S/N	Description of Charges	Amount
1	One-Time Installation Charges for Digging/Trenching Work	\$1,500 + all applicable costs set out in Annex 4
2	Cancellation Charges due to RL's rejection of desktop study report	\$50
3	Cancellation Charges after acceptance of desktop study report and before commencement of site survey	\$50
4	Cancellation Charges after commencement of site survey and before acceptance of the One-Time Installation Charges	\$76 per site survey
5	Cancellation Charges after acceptance of the One-Time Installation Charges by the RL	\$76 per site survey + incidental costs calculated on a Cost-Oriented Basis.

ANNEX 3

ONE-TIME INSTALLATION CHARGE: INDOOR CONNECTIONS

The OTC payable by the RL to NLT for Indoor Connections where the fibre length exceeds 80 metres and / or new facilities are required will be derived based on the schedule of rates attached to this Annex 3. The rates set out in the said schedule shall be valid for a period of five (5) years from the effective date of this Agreement, subject to early termination under Clause 7 of the Agreement.

For the avoidance of doubt, NLT will not undertake any works that are not listed in the schedule of rates attached to this Annex 3 (including but not limited to works in relation to the hacking of wall and restoration, coring of floors, walls and ceilings).

SCHEDULE OF RATES TO ANNEX 3

Commercial in Confidence

NetLinkTrust
the fibre of a smart nation

Annex 3 : ONE-TIME INSTALLATION CHARGE: INDOOR NBAP CONNECTIONS
Prices are passed through from 3rd Party Contractors.

Schedule of Rates			
Description	Unit	Unit Price (\$)	Remarks
Supply, install & provision of In-Building Cabling on or through cable tray/trunking, riser ducts/trench/PVC casing/rack or above false ceiling by pulling method			
2 core Single Mode (SM) Fibre Optic Cable (G.652D)	Metre		
6 core Single Mode (SM) Fibre Optic Cable (G.652D)	Metre		
12 core Single Mode (SM) Fibre Optic Cable (G.652D)	Metre		
24 core Single Mode (SM) Fibre Optic Cable (G.652D)	Metre		
48 core Single Mode (SM) Fibre Optic Cable (G.652D)	Metre		
Splicing to pigtail or fibre to fibre splicing (per core splicing)	Number		Per splice job (i.e. at one end of fibre)
Supply and install of vertical, horizontal and inclined galvanized Metal/PVC Trunking comes with removable cover and wall/ceiling brackets/supports, including opening and putting back of false ceiling, touch-up painting, and make good of all necessary jobs for the completion of the installation			
50mm x 50mm galvanized Metal Trunking	Metre		
75mm x 50mm galvanized Metal Trunking	Metre		
40mm x 25mm x 2mm PVC Trunking	Metre		
Supply and install of uPVC pipe, HDPE pipe, GI steel pipe, flexible pipe including proper supports and clips to wall/ceiling/floor, cutting of wall and floor boards, opening of false ceiling, touch-up painting, and make good of all necessary jobs for the completion of the installation			
25mm Ø uPVC pipe	Metre		
25mm Ø GI Steel pipe	Metre		
25mm Ø corrugated flexible PVC pipe	Metre		
Supply of materials			
Single Mode (SM) SC/APC patch cord (1 meter long)	Number		
Single Mode (SM) SC/APC patch cord (3.0 meter long)	Number		
Single Mode (SM) SC/APC patch cord (6.0 meter long)	Number		
Single Mode (SM) SC/APC patch cord (10.0 meter long)	Number		
Supply and install of Wall Mounted Fibre Termination/Distribution Box with 2 (SC/APC) Ports and splicing Tray	Unit		
Supply and install of Wall Mounted Fibre Termination/Distribution Box with 12 (SC/APC) Ports and splicing Tray	Unit		
Supply and install of Wall Mounted Fibre Termination Box with 24 (SC/APC) Ports and splicing Tray	Unit		
Supply and install of Fibre Distribution Unit with 12 (SC/APC) Ports and splicing Tray	Unit		
Supply and install of Fibre Distribution Unit with 96 (SC/APC) Ports and splicing Tray	Unit		
Supply and install of 19" mounted 24 ports SC Simplex FO patch panel with splice tray	Unit		
Miscellaneous			
Site Survey	Site Survey		
Moveable Metal Scaffolding with Platform to reach working height of up to 5m	Unit		
Moveable Boom Lift or Scissor Lift to reach height greater than 5m	Unit		
Night allowance for contractor for working in building where the building owner/management allow works only after 8pm	Site		
Fire Stop Opening & Reinstatement	Unit		
MCT removal including supply & reinstatement of MCT /duct seals	Unit		
END OF SCHEDULE OF RATES			

Notes:

1. All prices are in Singapore dollars.
2. All prices shall exclude GST.

ANNEX 4

ONE-TIME INSTALLATION CHARGE: OUTDOOR CONNECTIONS

The OTC payable by the RL to NLT for Outdoor Connections will be derived based on the schedule of rates attached to this Annex 4. The rates set out in the said schedule shall be valid for a period of five (5) years from the effective date of this Agreement, subject to early termination under Clause 7 of this Agreement.

For the avoidance of doubt, NLT will not undertake any works that are not listed in the schedule of rates attached to this Annex 4.

SCHEDULE OF RATES TO ANNEX 4

Commercial in Confidence



ANNEX 4: ONE-TIME INSTALLATION CHARGE: OUTDOOR NBAP CONNECTIONS
Prices are passed through from 3rd Party Contractors.

Description	Unit	Schedule of Rates		Remarks
		Unit Price (\$) for CBD (\$)	Unit Price (\$) for non CBD	
Pipe laying with Excavation and Reinstatement				
Supply and lay/instal 100mm Ø pipe. All areas and existing services that may temporary be remove/d shifted for the pipeline laying to be make good with reinstatement to the Authorities / owner's satisfaction.				
In Soil/Turf with excavation and reinstatement				
1-way 110mm Ø uPVC pipe	1st 30 m			There is a minimum charge for the first 30 metres. This charge includes LTA charge (estimated) and PowerGrid charge. For job exceeding 30 metres, the total charge will be: minimum charge + (excess length in metre X unit rate)
1-way 110mm Ø uPVC pipe	Metre			
2-way 110mm Ø uPVC pipe	1st 30 m			
2-way 110mm Ø uPVC pipe	Metre			
4-way 110mm Ø uPVC pipe	1st 30 m			
4-way 110mm Ø uPVC pipe	Metre			
In Footpath with excavation and reinstatement				
1-way 110mm Ø uPVC pipe	1st 25 m			There is a minimum charge for the first 25 metres. This charge includes LTA charge (estimated) and PowerGrid charge. For job exceeding 25 metres, the total charge will be: minimum charge + (excess length in metre X unit rate)
1-way 110mm Ø uPVC pipe	Metre			
2-way 110mm Ø uPVC pipe	1st 25 m			
2-way 110mm Ø uPVC pipe	Metre			
4-way 110mm Ø uPVC pipe	1st 25 m			
4-way 110mm Ø uPVC pipe	Metre			
In Concrete Road with excavation and reinstatement				
1-way 110mm Ø uPVC pipe	1st 20 m			There is a minimum charge for the first 20 metres. This charge includes LTA charge (estimated) and PowerGrid charge. For job exceeding 20 metres, the total charge will be: minimum charge + (excess length in metre X unit rate)
1-way 110mm Ø uPVC pipe	Metre			
2-way 110mm Ø uPVC pipe	1st 20 m			
2-way 110mm Ø uPVC pipe	Metre			
4-way 110mm Ø uPVC pipe	1st 20 m			
4-way 110mm Ø uPVC pipe	Metre			
In Concrete Pavement with excavation and reinstatement				
1-way 110mm Ø uPVC pipe	1st 25 m			There is a minimum charge for the first 25 metres. This charge includes LTA charge (estimated) and PowerGrid charge. For job exceeding 25 metres, the total charge will be: minimum charge + (excess length in metre X unit rate)
1-way 110mm Ø uPVC pipe	Metre			
2-way 110mm Ø uPVC pipe	1st 25 m			
2-way 110mm Ø uPVC pipe	Metre			
4-way 110mm Ø uPVC pipe	1st 25 m			
4-way 110mm Ø uPVC pipe	Metre			
In Carriageway (along road) with excavation and reinstatement				
1-way 110mm Ø uPVC pipe	1st 20 m			There is a minimum charge for the first 20 metres. This charge includes LTA charge (estimated) and PowerGrid charge. For job exceeding 20 metres, the total charge will be: minimum charge + (excess length in metre X unit rate)
1-way 110mm Ø uPVC pipe	Metre			
2-way 110mm Ø uPVC pipe	1st 20 m			
2-way 110mm Ø uPVC pipe	Metre			
4-way 110mm Ø uPVC pipe	1st 20 m			
4-way 110mm Ø uPVC pipe	Metre			
In Carriageway (across road) with excavation and reinstatement				
1-way 110mm Ø uPVC pipe	1st 10 m			There is a minimum charge for the first 10 metres. This charge includes LTA charge (estimated) and PowerGrid charge. For job exceeding 10 metres, the total charge will be: minimum charge + (excess length in metre X unit rate)
1-way 110mm Ø uPVC pipe	Metre			
2-way 110mm Ø uPVC pipe	1st 10 m			
2-way 110mm Ø uPVC pipe	Metre			
4-way 110mm Ø uPVC pipe	1st 10 m			
4-way 110mm Ø uPVC pipe	Metre			
Supply and construct Reinforced Concrete Manholes with Manhole Frame & Cover of sizes, shape and thickness as described in COPE 2013				
Standard Manholes				
Manhole JF2 (vol = 0.366cu m) internal dimension 910mm long x 610mm wide x 700mm high with wall thickness of 120mm G20 concrete (1:2.4 – 19mm) with medium duty manhole frame and cover	Number			
Manhole MF1 (vol = 1.65 cu.m.) internal dimension 1500mm long x 1000mm wide x 1100mm high with wall thickness of 150mm G20 concrete (1:2.4 – 19mm) with medium duty manhole frame and cover	Number			
Manhole MF2 (vol = 2.31 cu.m.) internal dimension 2100mm long x 1000mm wide x 1100mm high with wall thickness of 150mm G20 concrete (1:2.4 – 19mm) with medium duty manhole frame and cover	Number			
Manhole JC2 (vol = 0.366cu m) internal dimension 910mm long x 610mm wide x 700mm high with wall thickness of 120mm G20 concrete (1:2.4 – 19mm) with heavy duty manhole frame and cover	Number			
Manhole MC1 (vol = 1.65 cu.m.) internal dimension 1500mm long x 1000mm wide x 1100mm high with wall thickness of 150mm G20 concrete (1:2.4 – 19mm) with heavy duty manhole frame and cover	Number			
Manhole MC2 (vol = 2.31 cu.m.) internal dimension 2100mm long x 1000mm wide x 1100mm high with wall thickness of 150mm G20 concrete (1:2.4 – 19mm) with heavy duty manhole frame and cover	Number			
OSP Cabling Installation Work				
Joining of any gauge of fully-filled and air-core cables using appropriate connectors, closing with appropriate closures, printing of cables code, numbering, labelling of closure, and pulling of fibre (0.652 D) cable & splicing of fibre, as specified and performing electrical performance test and/or fibre test. Payment shall be on pair spliced. (Notes: All areas and existing services that may temporary be remove/d shifted for the pipeline laying to be make good to the Authorities / owner's satisfactions.)				
Supply and provision of 2 core Single Mode (SM) Optic Fibre OSP cable by pulling method	Metre			
Supply and provision of 6 core Single Mode (SM) Optic Fibre OSP cable by pulling method	Metre			
Supply and provision of 12 core Single Mode (SM) Optic Fibre OSP cable by pulling method	Metre			
Supply and provision of 24 core Single Mode (SM) Optic Fibre OSP cable by pulling method	Metre			
Supply and provision of 48 core Single Mode (SM) Optic Fibre OSP cable by pulling method	Metre			
Splicing to pigtail or fibre to fibre splicing (per core optional)	Number			Per splice job (i.e. at one end of fibre)
Supply of materials				
Supply of 1 meter single mode SC/APC patch cord	Number			

Supply and install of Wall Mounted Fibre Termination/Distribution Box with 2 (SC/APC) Ports and splicing Tray	Unit			
Supply and install of Wall Mounted Fibre Termination/Distribution Box with 12 (SC/APC) Ports and splicing Tray	Unit			
Supply and install of Wall Mounted Fibre Termination/Distribution Box with 24 (SC/APC) Ports and splicing Tray	Unit			
Supply and install of Fibre Distribution Unit with 12 (SC/APC) Ports and splicing Tray	Unit			
Supply and install of Fibre Distribution Unit with 96 (SC/APC) Ports and splicing Tray	Unit			
Supply and install of 19" mounted 24 ports SC Simplex FO patch panel with splicing Tray	Unit			
Supply and install of vertical, horizontal and inclined galvanized Metal/PVC Trunking comes with removable cover and wall/ceiling brackets/supports, including opening and putting back of false ceiling, touch-up painting, and make good of all necessary jobs for the completion of the installation				
50mm x 50mm galvanized Metal Trunking	Metre			
100mm x 50mm galvanized Metal Trunking	Metre			
40mm x 25mm x 2mm PVC Trunking	Metre			
Miscellaneous				
Site Survey	Site Survey			
Moveable Metal Scaffolding with Platform to reach working height of up to 5m	unit			
Moveable Boom Lift or Scissor Lift to reach height greater than 5m	unit			
Right of way for contractor for working in building where the building owner/management allow works only after 9pm.	Site			
Supply and station at site a LTA certified and approved TMA T (ruck Manual Attenuator) mounted onto an appropriate shadow vehicle with the necessary equipment for traffic control and road safety. The rate shall be inclusive of TMA, shadow vehicle and driver & all necessary insurance coverage and other cost not stated herein.	Day			
LTA application for road opening	Day			In the event that the job requires longer time to complete, these charge will be added on a per day basis.
NCE (Notification for Commencement of earth work) to SPPC (including purchasing of plant map from power grid and cable detector)	Application			
Hiring of water tank truck (bring water tanker or alike, with high power pump, including labour for placing signboards, pumping and transporting and discharging water/briny/muddy water to approved discharge channel/ground).	Site			
JOINT CLOSURE 48F	Unit			
Truss Strip Cleaning & Reinstallation	Unit			
MCT removal including supply & reinstatement of MCT /duct seals	Unit			
END OF SCHEDULE OF RATES				

Notes:

- All prices are in Singapore dollars.
- All prices exclude GST.
- CBD refers to the Central Business District, which shall consist of the following areas in mainland Singapore: Downtown Core, Marina East, Marina South, the Museum Planning Area, Newton, Orchard, Outram, River Valley, Rochor, Singapore River and Straits View (https://www.ura.gov.sg/di/ziping_area/image/ziping_area_map_4.gif), and may be subject to changes/updates as determined by the Urban Redevelopment Authority of Singapore.

ANNEX 5

**REQUEST FORM FOR POINT-TO-POINT CONNECTION
& MOBILE POINT-TO-POINT CONNECTION**

Date of Application (dd/mm/yyyy):	
Application Reference Identifier:	
Section A: Particulars of Licensee	
Licensee Name:	Licensee Designation. :
Licensee Company Name:	
Licensee E-mail Address:	Licensee Contact No: (Mobile) (Office)

Section B: Particulars of Point to Point Connection Request	
Purpose of Point to Point Connection Request (please tick (✓) the relevant box):	
<input type="checkbox"/> Enterprise Service	
<input type="checkbox"/> Mobile Network Deployment (Hub to RL's Exchange)	
<input type="checkbox"/> Mobile Point to Point (Mobile Base Transmission Station to Hub)	
Recipient of Enterprise Service (if applicable):	
A-End Address: Postal Code () *Please fill in GPS Coordinates for NBAP Site	B-End Address: Postal Code () *Please fill in GPS Coordinates for NBAP Site
Expected distance/ dB loss between A-End and B-End:	
Request for Activation date (dd/mm/yyyy):	
Remarks:	

Section C: Undertaking		
*I/We accept the NetLink Trust's Terms and Conditions for Point-to-Point Connection, including any amendments NetLink Trust may make from time to time to those terms and conditions. *I/We confirm that all the information herein given is true and correct.		
Signed for on behalf of the applicant by its Authorised Officer:		
_____ Signature of Authorised Officer	_____ Date (dd/mm/yyyy)	_____ *Firm/Company Stamp (if applicable)

For Official Use Only

Order Taking	
<input type="checkbox"/> Application accepted	Date:
Order Reference Identifier:	
Service Reference:	
<input type="checkbox"/> Application rejected	Date:
Reason for rejection:	
Documents verified & submitted by:	
_____ NetLink Trust Personnel / Signature	
Order Completed	
<input type="checkbox"/> Order Completed	Date of Completion:
Remarks:	
Verified by:	
_____ NetLink Trust Personnel / Signature	

ANNEX 6

SLG REBATES & FAULT IDENTIFICATION CHARGE

A1. REBATES FOR POINT-TO-POINT CONNECTIONS FOR MOBILE NETWORK DEPLOYMENT AND ENTERPRISE SERVICES

Subject to **paragraph 4.7** of Annex 1, NLT shall compensate the RL a rebate (as detailed in table below) in the event NLT fails to meet the standard recovery time of six (6) hours for each affected Connection for a particular month.

Recovery Time	Percentage of MRC Amount Credited for each affected Connection that fails to meet the standard recovery time of six (6) hours
< 6 hours	0%
Between 6 hours to < 12 hours	10%
Between 12 hours to < 18 hours	20%
Between 18 hours to < 24 hours	60%
24 hours and above	100%

A2. SLA REBATES FOR POINT-TO-POINT CONNECTIONS FOR MOBILE NETWORK DEPLOYMENT AND ENTERPRISE SERVICES

The service level availability for each Point-to-Point Connection for Mobile Network Deployment or Enterprise Services is calculated as follows:

$$\frac{(A - B)}{(A)} \times 100\%$$

Where A = 24 hours x number of days for the month (in hours); and

B = total network outage time for each affected Point-to-Point Connection for Mobile Network Deployment or Enterprise Services in the same month (in hours)

Subject to **paragraph 4.7** of **Annex 1**, the total network outage time is the sum of all minutes for which each of the RL's affected Point-to-Point Connection for Mobile Network Deployment or Enterprise Services is unavailable measured from the time each fault is reported by the RL to the time NLT confirms that the fault is restored, excluding fault incidents where NLT is prevented or restricted from restoring the service owing to matters that are not within NLT's control.

B1. REBATES FOR MOBILE POINT-TO-POINT CONNECTIONS

Subject to **paragraph 4.7** of Annex 1, NLT shall compensate the RL a rebate (as detailed in table below) in the event NLT fails to meet the standard recovery time of six (6) hours for each affected Connection for a particular month.

Recovery Time	Percentage of MRC Amount Credited for each affected Connection that fails to meet the standard recovery time of six (6) hours
< 6 hours	0%
Between 6 hours to < 12 hours	10%
Between 12 hours to < 18 hours	20%
Between 18 hours to < 24 hours	60%
24 hours and above	100%

For the avoidance of doubt, the MRC used in above standard recovery time computation will be \$450.

B2. SLA REBATES FOR MOBILE POINT-TO-POINT CONNECTIONS

The service level availability for each Mobile Point-to-Point Connection is calculated as follows:

$$\frac{(A - B)}{(A)} \times 100\%$$

Where A = 24 hours x number of days for the month (in hours); and

B = total network outage time for each affected Mobile Point-to-Point Connection in the same month (in hours)

Subject to **paragraph 4.7 of Annex 1**, the total network outage time is the sum of all minutes for which each of the RL's affected Mobile Point-to-Point Connection is unavailable measured from the time each fault is reported by the RL to the time NLT confirms that the fault is restored, excluding fault incidents where NLT is prevented or restricted from restoring the service owing to matters that are not within NLT's control.

For the avoidance of doubt, the MRC used in above SLA rebate will be \$450.

C. FAULT IDENTIFICATION CHARGE

Description	Charges (\$\$)
Minimum charge (per visit up to first two hours)	\$64

Subsequent hourly blocks will be charged according to the rates listed below, subject to a cap of four hours.

Period	Time	Rate (\$\$/hr)
Monday to Friday	9.00 am to 5.00 pm	\$20
Monday to Friday	After 5.00 pm to 9.00 am the next day	\$30
Saturday	9.00 am to 1.00 pm	\$20
Saturday	After 1.00 pm to 12.00 am the next day	\$30

Sundays and Public Holidays	12.00 am to 9.00 am the next day	\$40

For avoidance of doubt, the maximum quantum for the fault identification charge will be based on the first four (4) hours of fault investigation.

ANNEX 7

REQUEST FORM FOR TROUBLE TICKET TO REQUESTING LICENSEES

Date of Application (dd/mm/yyyy):		
Section A: Particulars of Licensee		
Licensee Name:		Licensee Designation. :
Licensee Company Name:		
Licensee E-mail Address:		Licensee Contact No: (Mobile) (Office)

Section B: Particulars of Dark Fibre Service Request
ORI which Licensee want to file a Trouble Ticket:
Remarks:

Section C: Undertaking			
*I/We accept the NetLink Trust's Terms and Conditions for Dark Fibre Service, including any amendments NetLink Trust may make from time to time to those terms and conditions. *I/We confirm that all the information herein given is true and correct.			
Signed for on behalf of the applicant by its Authorised Officer:			
<table border="1" style="width: 100%;"><tr><td style="width: 33%; text-align: center;">_____ Signature of Authorised Officer</td><td style="width: 33%; text-align: center;">_____ Date (dd/mm/yyyy)</td><td style="width: 33%; text-align: center;">_____ *Firm/Company Stamp (if applicable)</td></tr></table>	_____ Signature of Authorised Officer	_____ Date (dd/mm/yyyy)	_____ *Firm/Company Stamp (if applicable)
_____ Signature of Authorised Officer	_____ Date (dd/mm/yyyy)	_____ *Firm/Company Stamp (if applicable)	

For Official Use Only

Order taking	
<input type="checkbox"/> Application accepted	Date:
Trouble Ticket Identifier:	
<input type="checkbox"/> Application rejected	Date:
Reason for rejection:	
Documents verified & submitted by:	
_____ NetLink Trust Personnel / Signature	
Trouble Ticket Rectified	

<input type="checkbox"/> Trouble Ticket Rectified	Date of Rectification:
Remarks:	
Verified by: _____ NetLink Trust Personnel / Signature	

ANNEX 8

ILLUSTRATION OF HOW THE REBATE / BILLING WILL BE DISPERSED / CHARGED AFTER 24 MONTHS IN RELATION TO THE MINIMUM VOLUME COMMITMENT

With reference to paras 2.9 and 2.11 of Annex 1, the following illustrations provide examples of how the Check-in Payment and Check-in Rebate can be calculated under the specific circumstances described herein. These illustrations are provided only for clarification purposes. NLT will do a reconciliation of the total number of active Mobile Point-to-Point Connections as of the last day of each calendar month period commencing after the 24th month i.e. last day of 25th month, 26th month, 27th month, and so on.

- In the event that, on the last day of 25th month, RL has 810 active Mobile Point-to-Point Connections: NLT will bill $810 \times \$A = \$810A$, but based on the table set out in para 2.11 of Annex 1, volume from 801 – 1000 is charged at the lower amount $\$B$. As such, NLT will raise a credit for Check-in Rebate of $810 \times (\$A - \$B)$.
- In the event that, on the last day of 26th month, RL's total active Mobile Point-to-Point Connections drops to 780 connections (i.e. below the Minimum Volume Commitment of 800): NLT will invoice the difference of $20 \times \$A = \$20A$ as Check-in Payment. This is on top of the $780 \times \$A = \$780A$ that NLT has invoiced as MRC for that month.
- In the event that on the last day of 27th month, ■■■ total active Mobile Point-to-Point Connections increases to 1,100: Based on the table set out in para 2.11 of Annex 1, volume from 1,001 to 1,200 is charged at $\$C$. As such, NLT will raise a credit for Check-in Rebate of $1,100 \times (\$A - \$C)$ will be raised. This is on top of the $1,100 \times \$A = \$1,000A$ that NLT has invoiced as MRC for that month.
- NLT will issue an invoice for the total Check-in Payment payable by the RL for the 26th month. The invoice will also reflect the Check-in Rebate for the 25th month and 27th month.

ILLUSTRATION: SLG REBATES COMPUTATION

REBATES FOR POINT-TO-POINT CONNECTIONS FOR MOBILE NETWORK DEPLOYMENT AND ENTERPRISE SERVICES

The following illustration provides an example of how the rebate described in **paragraph 4.2 of Annex 1** will be calculated under the specific circumstances described herein. This illustration is provided only for clarification purposes.

Subject to **paragraph 4.7** of Annex 1, NLT shall compensate the RL a rebate (as detailed in table below) in the event NLT fails to meet the standard recovery time of six (6) hours for each affected Connection for a particular month.

Recovery Time	Percentage of MRC Amount Credited for each affected Connection that fails to meet the standard recovery time of six (6) hours
< 6 hours	0%
Between 6 hours to < 12 hours	10%
Between 12 hours to < 18 hours	20%
Between 18 hours to < 24 hours	60%
24 hours and above	100%

In the event that a Point to Point Connection is recovered by the 7th hour, the percentage of MRC that RL can claim is 10% x \$X (MRC of Point to Point Connection) = \$X/10

SLA REBATES FOR POINT-TO-POINT CONNECTIONS FOR MOBILE NETWORK DEPLOYMENT AND ENTERPRISE SERVICES

The following illustration provides an example of how the rebate described in **paragraph 4.3 of Annex 1** will be calculated under the specific circumstances described herein. This illustration is provided only for clarification purposes.

The service level availability for each Point-to-Point Connection for Mobile Network Deployment or Enterprise Services is calculated as follows:

$$\frac{(A - B)}{(A)} \times 100\%$$

Where A = 24 hours x number of days for the month (in hours); and

B = total network outage time for each affected Point-to-Point Connection for Mobile Network Deployment or Enterprise Services in the same month (in hours)

$$\frac{[(24\text{hrs} \times 30\text{ days}) - 7\text{hrs}]}{(24\text{hrs} \times 30\text{ days})} \times 100\% = 99.02\%$$

$$(24\text{hrs} \times 30\text{ days})$$

In the event that a Point to Point Connection with a 7 hour outage for the whole month, SLA achieved is 99.02%. RL can claim 10% x \$X (MRC of Point to Point Connection) = \$X/10