

Dated Oct 2022

BETWEEN

**NETLINK MANAGEMENT PTE. LTD.**  
**(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)**

AND

**[REDACTED]**

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**CUSTOMISED AGREEMENT**

**PROVISION OF NON-RESIDENTIAL END-USER CONNECTIONS IN SUPPORT OF GOVTECH  
TENDER REF. GVT(T)-20025**

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This CUSTOMISED AGREEMENT is made on Oct 2022 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 ESR BizPark @ Chai Chee, 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 of Singapore ("**IMDA**") under Section 5 of the Telecommunications Act 1999 ("**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 RL has signed an agreement on terms of the Approved ICO with NLT ("**RL's ICO Agreement**").
- D. [REDACTED], which is the RL's holding company, was awarded Tender no. GVT (T) 20025 by the Government Technology Agency for the provision of wide area network (WAN) bandwidth services for Government ministries and departments, organs of state and statutory boards (the "**Tender**") on 30 July 2021. The RL will be supplying services to [REDACTED] in support of the Tender pursuant to Customised Agreement between [REDACTED] and the RL, and the RL needs to obtain NRES Connections (as defined below) in order to fulfil its responsibilities under the said arrangement.
- E. The Parties hereby agree to enter into this Customised Agreement, which is separate from and independent of the RL's ICO Agreement, to regulate Parties' respective obligations and responsibilities with regard to the provision of NRES Connections by NLT, and the grant of the Tender Rebate (as defined below) in respect of NRES Connections that are provisioned to the RL in support of any contracts entered into by [REDACTED] with Government ministries and departments, organs of state or statutory boards under the Tender (each of which shall hereinafter be referred to as a "**Tender Contract**").

**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:-

"**Activation Date**" means the date identified as such in the list of NRES Connections referred to in **paragraph 2.2 of Annex 1**;

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

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

"**Code**" means the NetCo Interconnection Code 2020 issued by the Authority pursuant to section 26(1) of the Act, which came into operation on 22 April 2020, or its successor code of practice, and as may be amended from time to time;

"**Effective Date**" means the date on which the Authority approves or is deemed to have approved this Agreement;

"**ETC**" means the early termination charges described under **paragraphs 1.6**, Error! Reference source not found. and Error! Reference source not found. of **Annex 1** to this Agreement;

"**Government End-User**" means a Government ministry, Government departments, organ of state or statutory board which enters into a Tender Contract with [REDACTED];

"**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;

"**MRC**" means the net monthly recurring charge that the RL shall pay for each Non-Res Connection during the Term, as stipulated in **Annex 2** to this Agreement;

"**NRES Connection**" means:

- (a) an Original T1217 Connection; and
- (b) a Connection with 1:16 split ratio which was provisioned under Schedule 2 of the RL's ICO Agreement, whose Activation Date falls before the Effective Date, and in respect of which the Request was for a 'TP to Install' order, and indicated the code "**T20025-[Company Name]**" in the "Company Name" field, and includes a Replacement Connection;

"**Original T1217 Connection**" means a Connection with 1:16 split ratio which was provisioned under Schedule 2 of the RL's ICO Agreement and in support for **T1217**, whose Activation Date falls before the Effective Date, and which has been identified by the RL pursuant to **paragraph 1.3** of **Annex 1** to this Agreement as a Connection to which the Tender Rebate will apply;

"**Order Period**" bears the meaning ascribed to it under **paragraph 1.2** of **Annex 1**;

"**OTC**" means One-Time Installation Charge that the RL shall pay for each Non-Res Connection as stipulated in **Annex 2** to this Agreement;

"**Removal**" means removal of any Termination Point or any part of the NLT as currently installed;

"**Replacement Connection**" means a Connection with 1:16 split ratio which was provisioned under Schedule 2 of the RL's ICO Agreement as a replacement for an Original T1217 Connection, whose Activation Date falls after the Effective Date, and in respect of which the Request was for a 'TP to Install' order, and indicated the code "**T20025-[Company Name]**" in the "Company Name" field.

"**Requesting Licensees**" means Qualifying Persons who had executed an ICO Agreement on terms of the Approved ICO with OpenNet Pte. Ltd. ("**OpenNet**") prior to 1 October 2014 and had executed a novation agreement dated 1 October 2014 to novate the ICO Agreement from OpenNet to NLT, or who had entered into an ICO Agreement with NLT;

"**Schedule 2 Rebate CA**" means the customised agreement for the Non-Residential End-User

Connection Rebate Programme between the RL and NLT dated 20 February 2020;

“**SME Tariff Agreement**” means the Tariff Agreement Waiver of Monthly Recurring Charge of Non-Residential End-User Connections for Small and Medium Enterprise End-Users entered into by the Parties on 16 October 2020;

“**T1217**” means the IMDA’s tender reference: IDA (T)-1217 Bulk Tender for the Provision of SG-WAN Bandwidth Services to the Government Ministries/Departments, Statutory Boards, and Organs of State issued in November 2013 and subsequently awarded to [REDACTED];

“**Tender Rebate**” means the rebate specified in **Annex 2** which applies to NRES Connections; and

“**Term**” means the term of this Agreement as stated under **clause 7** 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-and-licensing-listing/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 annexes are references to the clauses, schedules, recitals and annexes 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 annexes 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**

- 2.1 Upon request made by the RL in accordance with the terms and conditions specified herein, NLT shall:
  - 2.1.1 provision NRES Connections in support of the RL's performance of its obligations under Tender Contracts; and
  - 2.1.2 apply the Tender Rebate to a maximum of six hundred and thirty (630) NRES Connections, provided that the RL shall procure for all Government End-Users to whom █████ provides services using the NRES Connections to utilize such services solely in such manner and for the benefit of such parties as specified in the relevant Tender Contracts.

## **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 Annexes 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.
- 7.2 This Agreement shall expire seven (7) years after the date on which the Authority approves or is deemed to have approved this Agreement (“**Effective Date**”).
- 7.3 The Parties may review the terms of this Agreement prior to the date of expiry of this Agreement and may renew this Agreement on such terms as Parties may agree, subject to the Authority’s prior approval.
- 7.4 Unless otherwise specified in the Annex 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 30 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 a Party to the other Party 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, neither party shall be liable to the other Party, 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 and arising from or in connection with this Agreement.
- 8.3 Subject to Clause 8.4, each Party’s aggregate liability in any given year (commencing on the Effective Date of this Agreement and each anniversary thereof) to the other Party for breach of any of their 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. Nothing in this Clause 8 excludes or restricts:
- a. either Party’s liability for fraud, wilful default and/or gross negligence;
  - b. the RL’s liability for not using the NRES Connections strictly in accordance with paragraph 1 of Annex 1; and
  - c. the RL’s liability to make payment to NLT under this Agreement.

## **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 2, 15, 16, 17 and 18) 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. For the avoidance of doubt, this Agreement shall be deemed to be a “Customised Agreement” referred to in Clause 1.4 of the main body of Part 2 of the Approved ICO and as defined under Clause 1.2.1 of the Code. 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. This Agreement may be executed by way of a certificate-based digital signature and the Parties hereby agree that such digital signature shall be treated as an original signature for all purposes hereof.

#### 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 TENDER REBATES FOR NRES CONNECTIONS

- 1.1. NLT shall apply the Tender Rebate in respect of all NRES Connections for a period of sixty (60) months during the Term, provided that the request for the NRES Connections are submitted within the Order Period in compliance with **paragraph 1.2**.
- 1.2. Subject to **paragraph 1.3** below, RL shall request for the application of the Tender Rebates a maximum of six hundred and thirty (630) NRES Connections with 1:16 split ratio during the period of twenty-four (24) months commencing from the Effective Date ("**Order Period**") and shall ensure that each of the said NRES Connections fulfils either one of the following conditions:
- 1.2.1. In respect of a NRES Connection whose Activation Date falls before the Effective Date, the Request for that NRES Connection must be for a 'TP to Install' order, and the code "**T20025-[Company Name]**" has been indicated in the "Company Name" field. This NRES Connection must be listed in the notification submitted by the RL pursuant to **paragraph 1.3** below ("**T20025 NRES Connection**"); and
- 1.2.2. In respect of a NRES Connection which is an Original T1217 Connection, the ORI of the NRES Connection must be listed in the notification submitted by the RL pursuant to **paragraph 1.3** below.

For the avoidance of doubt, the request for an Original T1217 Connection and the corresponding Replacement Connections provisioned during the Order Period shall count as one (1) request for a NRES Connection under this clause.

- 1.3. The RL shall submit the exhaustive list of the Original T1217 Connections and T20025 NRES Connections (including the ORI) no later than one (1) calendar month after the Effective Date. For the avoidance of doubt, the RL shall not be entitled to seek the application of the Tender Rebate on Original T1217 and T20025 NRES Connections after the aforementioned deadline.
- 1.4. Save as expressly stated otherwise in this Agreement, the terms of the Approved ICO (including but not limited to Schedules 2, 15 and 18 of the Approved ICO) shall continue to govern the provision of NRES Connections by NLT, and nothing in this Agreement shall affect the rights and obligations of both Parties under the Approved ICO in respect of the NRES Connections provisioned to the RL during the Term.

#### Minimum Contract Term

- 1.5. Each NRES Connection activated pursuant to the RL's Request shall be subject to a minimum contract term of sixty (60) months (for the purpose of **paragraphs 1.5 and 1.6**, the "**Minimum Contract Term**").
- (a) In respect of a T20025 NRES Connection whose Activation Date falls before the Effective Date, the Minimum Contract Term shall commence from the Effective Date.
- (b) In respect of an Original T1217 Connection, the Minimum Contract Term shall be deemed to commence from the Effective Date.
- 1.6. Subject to **paragraph 3.3** below, the termination of a NRES Connection prior to the expiry of the Minimum Contract Term shall be subject to an early termination charge ("**ETC**") that is equivalent to:

$$\text{ETC} = \frac{\text{MRC for NRES Connection} \times 60}{\text{months}} - \text{total MRC billed in respect of the terminated NRES Connection}$$

### Service Level Guarantee

- 1.7. For the avoidance of doubt, the Service Level Guarantees prescribed in Clause 2 of Schedule 2 of the Approved ICO will apply to the provision of all NRES Connections.

### Relocation

- 1.8. In the event that a NRES Connection (for the purpose of paragraph 1.8 , the “**first NRES Connection**”) is relocated to a different Non-Residential Premise after provisioning, the Tender Rebate shall continue to be applied to the relocated NRES Connection (which would be allocated a new ORI) until the end of the period that would have been the remainder of the Minimum Contract Term of the first NRES Connection.

## **2. NRES CONNECTION REBATE CALCULATION**

- 2.1. The value of the Tender Rebate that shall be applied to each NRES Connection is specified under **Annex 2**. For the avoidance of doubt, the Tender Rebate shall be applied to Original T1217 Connections and T20025 Connections as submitted by the RL pursuant to **paragraph 1.3** above starting from the Effective Date. For the avoidance of doubt, the Tender Rebate shall be applicable for sixty (60) months starting from the Effective Date. NLT shall have no obligation to apply the Tender Rebate in the event that the NRES Connection remains active for any period that exceeds the Minimum Contract Term. Subject to **paragraph 3**, the Tender Rebate shall also apply to Replacement Connections.
- 2.2. NLT shall generate a list of active NRES Connections that are due to enjoy the Tender Rebate during each billing cycle, and NLT shall compute the total amount of rebates payable to the RL for the relevant billing cycle based on this list. NLT shall make reasonable endeavours to provide the RL with a copy of the aforementioned list of NRES Connections, and a statement indicating the total amount of rebates payable for each billing cycle within two (2) calendar weeks of the end of the relevant billing cycle.
- 2.3. The RL shall provide written confirmation of the accuracy of the list of NRES Connections and the statement of the total amount of rebates payable by NLT no later than one (1) calendar week from the date of receiving the same. In the event that the RL fails to provide the said written confirmation within this timeline, the RL shall be deemed to have confirmed the accuracy of the said list and statement, and the RL shall no longer be entitled to seek a review or revision of the said list and statement thereafter. In the event that the RL believes that an active NRES Connection has been omitted from the list of active NRES Connections mentioned in **paragraph 2.2**, the RL shall notify NLT of the omission within one (1) calendar week of receiving the said list, and the RL shall also submit the necessary supporting document(s) to prove that the omitted NRES Connection was active during the relevant billing cycle together with the written notice. The parties agree that NLT shall thereafter review the written notice and supporting documents, and NLT shall assess whether to grant the Tender Rebate for the omitted NRES Connection at its sole discretion.
- 2.4. The full amount of the total rebates payable by NLT for each billing cycle shall be credited to the RL's account and shall be reflected in the next invoice issued by NLT.

## **3. PROVISION OF REPLACEMENT CONNECTIONS**

- 3.1. The RL may submit a Request for a Replacement Connection for the purpose of replacing an Original T1217 Connection at any time during the Order Period. For the avoidance of doubt, the RL may not submit a Request for a Replacement Connection after the expiry of the Order Period.
- 3.2. Where the RL has submitted a Request for a Replacement Connection, the RL shall:

- 3.2.1. promptly submit a request for the termination of the corresponding Original T1217 Connection within ten (10) Business Days of the completion of the Replacement Connection, and
- 3.2.2. within ten (10) Business Days of the date of completion of the Replacement Connection, notify NLT in writing of the request for termination and the provisioning of the Replacement Connection.

The RL's notification must include the ORIs of the Original T1217 Connection and the Replacement Connection, and any other information that NLT may request for from time to time.

- 3.3. The RL shall be entitled to terminate the Original T1217 Connection which corresponds to a Replacement Connection without incurring any liability for ETC under **paragraph 1.6** above, provided that the RL submits the notification set out in **paragraph 3.2** above.
- 3.4. For the avoidance of doubt, the Tender Rebate shall continue to be applicable to the Replacement Connection until the end of the period that would have been the remainder of the Minimum Contract Term (i.e. remainder of the sixty (60) months) of the Original T1217 Connection. The Minimum Contract Term for a Replacement Connection shall commence from the Activation Date of that Replacement Connection only. The partially-fulfilled Minimum Contract Term of the corresponding Original T1217 Connection shall have no relevance when determining whether the Minimum Contract Term of the Replacement Connection has been fulfilled.

#### 4. MINIMUM REVENUE COMMITMENT

- 4.1. The RL shall fulfil the minimum revenue to be generated in terms of cumulative MRC billed in respect of NRES Connections ("**Minimum Revenue Commitment**", or "**MRVC**") that is indicated in the below table:

No. of Connections during the Term	Minimum Revenue Commitment
630 NRES Connections	\$1,323,000
<b>TOTAL MRVC</b>	<b>\$1,323,000</b>

For the avoidance of doubt, the cumulative MRC billed in respect of an Original T1217 Connection and the corresponding Replacement Connection during the Term shall be regarded as the cumulative MRC billed in respect of one (1) NRES Connection under the above table.

- 4.2. The RL shall fulfil the MRVC specified above by the last day of the Term. The RL acknowledges that NLT has offered the Tender Rebate and MRC set out in **Annex 2** on the condition that the MRVC is met, and the RL hereby agrees to pay an additional payment in the event that the RL fails to meet the MRVC at the end of the Term (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:

$$A = (\text{MRVC} - X)$$

Where A = Amount of Additional Payment payable for failure to meet the MRVC within the Term  
X = Cumulative MRC billed during the Term, including any ETC payable by RL that falls during the Term

- 4.3. The Additional Payment shall be made in full to NLT no later than ten (10) Business Days from the last day of the Term, 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.

## 5. EXPIRY OR TERMINATION OF AGREEMENT

- 5.1. The prevailing MRC for Non-Residential End-User Connections as stipulated in Schedule 15 of the Approved ICO shall immediately apply to all remaining active NRES Connections upon the expiry or termination of the Agreement.

## 6. FEES & CHARGES

- 6.1. The fees set out in **Annex 2** herein shall apply for all NRES Connections provided by NLT pursuant to this Agreement, unless expressly stated otherwise. In the event that any charges for Services related to the provision of NRES Connections are not stipulated in **Annex 2**, the charges for such Services in relation to the NRES Connections (under Schedule 2 of the Approved ICO), as set out in Schedule 15 of the Approved ICO, shall apply.
- 6.2. The fees set out in Annex 2 and herein shall be valid until the occurrence of the earlier of the following events:
- 6.2.1. the expiration of the Term of the Agreement, with the option for the parties to extend the Agreement for such further duration and on such terms and conditions as may be mutually agreed between the Parties; or
- 6.2.2. until such time the Authority reviews the scope and prices of the Services offered by NLT pursuant to the terms of the Approved ICO. In the event there is any change to such scope and prices that affects the fees set out in **Annex 2** and herein, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further NRES Connections at the fees set out in **Annex 2**. 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 for any payments which have accrued at the time of termination.

## 7. APPLICATION OF OTHER REBATE AGREEMENTS

- 7.1. A NRES Connection that enjoys the Tender Rebate under this Agreement shall not be regarded as a 'Qualifying Connection' under the Schedule 2 Rebate CA, or a 'SME Connection' under the SME Tariff Agreement at any time. For the avoidance of doubt, RL shall not benefit from the rebates paid out under both this Agreement, and the Schedule 2 Rebate CA or SME Tariff Agreement in respect of any NRES Connection at any time.
- 7.2. In the event that a NRES Connection has also been counted as a Qualifying Connection under the Schedule 2 Rebate CA and/or a SME Connection under the SME Tariff Agreement for any reason whatsoever, including an error on NLT's part, NLT shall be entitled to make the necessary adjustments to the rebate payable to the RL under the Schedule 2 Rebate CA and/or SME Tariff Agreement.

## 8. REPORTS AND RECORD-KEEPING

- 8.1. The RL shall maintain accurate records of all matters relating to the NRES Connections provided under this Agreement, and shall upon request by NLT, submit supporting evidence showing that:
- 8.1.1. the NRES Connections are used only for purposes directly related to the Tender Contracts; and

- 8.1.2. all Government End-Users to whom services using the NRES Connections are provided have utilised such services in such manner and for the benefit of such parties as specified in the Tender Contracts.

## 9. ADDITIONAL TERMS AND CONDITIONS

- 9.1. 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 Connections (including but not limited to any subsequent repair, replacement or upgrade to any equipment or facility forming part of the NRES Connections).
- 9.2. Upon termination of an active NRES Connection at any time, the RL shall arrange for the Removal by NLT and shall bear the Removal Charge set out in **Annex 2**. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of this Agreement.
- 9.3 All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. Wherever possible, NLT shall use its existing ducts and manholes to fulfil a Request. Where, in NLT's sole opinion, NLT's existing ducts and/or manholes are unable to fulfil a Request, NLT shall in its sole discretion determine whether the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes.
- (a) In the event that NLT in its sole discretion determines that the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes, NLT shall notify the RL of the same. Upon the RL's confirmation that NLT should nonetheless fulfil the Request, NLT shall dig, trench, construct and install such new ducts and/or manholes as NLT in its sole discretion deems necessary to fulfil the Request, and shall further be entitled to charge the RL for all works undertaken and all costs and expenses incurred in this relation to such new ducts and/or manholes. For the avoidance of doubt, such new ducts and/or manholes shall belong to NLT.
- (b) In the event that NLT in its sole discretion determines that new ducts and/or manholes cannot be dug, trenched, constructed and/or installed to fulfil the Request, NLT shall notify the RL that NLT will require the assignment and/or transfer of the RL's existing ducts and/or manholes to fulfil the Request. Upon the RL's confirmation that NLT should nonetheless fulfil the Request, Parties shall negotiate in good faith for the said assignment and/or transfer of the RL's existing ducts and/or manholes and effect the same by entering into an agreement which shall include the following terms:
- (i) The ducts and/or manholes to be assigned and/or transferred to NLT free and clear of any and all encumbrances;
- (ii) The price payable by NLT to the RL for the said ducts and/or manholes;
- (iii) That the RL warrants that the relevant ducts and/or manholes are in good working condition, and are free from defect, deformity, damage, breakage and/or blockage; and
- (iv) That the RL shall do and cause to do all such acts, deeds and things for the purpose of assigning or transferring the relevant ducts and/or manholes in the name and in favour of NLT.

For the avoidance of doubt, there shall be separate agreements for each Request that needs to be fulfilled by the assignment and/or transfer of the RL's existing ducts and manholes.

9.4 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).

9.5 Schedule 16 of the Approved ICO shall apply to this Agreement.

9.6 Regardless of termination or expiration of the Agreement the rights and obligations of the Parties under the provisions of the Agreement which by their context, intent and meaning would reasonably be expected to survive the termination or expiration of the Agreement or any part thereof, will so survive including but not limited to **Clauses 4** (Confidentiality), **8** (Limitation of Liability), **9.2** (Release, Waiver or Compromise), **9.5** (Invalidity and Unenforceability), **9.7** (Governing Law and Submission to Jurisdiction) and **9.8** (Liability of the Trustee) of the Agreement, and **paragraphs 4.3 5.1, 6.2, 7.2, 8.1, and 9.2** of this **Annex 1**.

**ANNEX 2**

The charges payable by the RL for NRES Connections are set out below and shall be valid for a period of seven (7) years from the Effective Date of the Agreement. For the avoidance of doubt, all charges applicable to NRES Connections under the Approved ICO – as may be amended under IMDA's direction from time to time – shall apply unless specifically provided for otherwise below.

<b>S/N</b>	<b>Description of Charge</b>	<b>Type of Connection</b>	<b>Charge / Rebate (SGD)</b>
1.	Tender Rebate (Applicable for sixty (60) months)	NRES Connection	\$20 per connection
2.	Monthly Recurring Charge (“MRC”)	NRES Connection (after Tender Rebate)	\$35 per connection
3.	One-Time Installation Charge (“OTC”)	Non-Residential End-User Connection from CO to Termination Point inside the Non-Residential Premise	\$717 per connection
4.	Service Activation Charge	NRES Connection	\$64 per connection
5.	Early Termination Charge	NRES Connection	Total MRC for the remaining 60-month Minimum Contract Term for each NRES Connection
6.	Removal Charge cables.	NRES Connection	\$717 per connection