

APPENDIX

**DIRECTED AMENDMENTS TO GENERAL SERVICE TERMS AND
CONDITIONS**

NUCLEUS CONNECT PTE. LTD.
INTERCONNECTION OFFER (ICO) AGREEMENT
GENERAL SERVICE TERMS AND CONDITIONS

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1. DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise defined herein, terms defined and expressions construed in the Master ICO Agreement shall have the same meanings and construction in these General Service Terms and Conditions.

1.2 In these General Service Terms and Conditions, a reference to a paragraph, unless stated otherwise, is to a paragraph of these General Service Terms and Conditions.

1.3 In these General Service Terms and Conditions:

Affected Connection means a Connection which is (a) the subject of a Fault; or (b) in respect of which the SLA is not met (as the case may be), and in each case, the Contracting QP has submitted a claim therefor in accordance with these General Terms and Conditions;

Affiliated Operator has the meaning ascribed to it in the Code;

Connection means a connection installed by Nucleus Connect pursuant to its provision of a Basic Mandated Service to the Contracting QP;

Deactivation or Deactivate means terminating a Basic Mandated Service which has been activated and being provided to the Contracting QP;

End-User Connection means the following services:

1. Residential Per-End-User Connection;
2. Non-Residential Per-End-User Connection;
3. NBAP Per-End-User Connection;
4. L2 VPN Service;
5. L3 VPN Service; and
6. E-LAN Service;

Fault means a fault in a Connection, provided that any service unavailability due to any planned network maintenance shall not constitute a Fault;

Installation Charge in relation to a Connection, means the NC Charges payable by the Contracting QP in respect of the installation of such Connection as set out in the Service Schedule for such Connection;

Modification or Modify in relation to any Connection to be provided or being provided to the Contracting QP, means:

- (a) any upgrade or downgrade of subscribed bandwidth and/or Class of Service;
- (b) any changes in layer 2 or layer 3 network protocol information; and/or
- (c) any other grounds for modification as may be set out in the Service Schedule for such Connection,

provided that any changes to installation address shall not constitute a Modification but shall constitute a relocation upon which paragraph 7 shall apply;

MTTR	has the meaning ascribed to it in paragraph 9.9;
NBAP Service Port	means a Service Port situated at NBAP;
NetCo Licence	means the Facilities-based Operator Licence granted by the Authority to OpenNet in relation to the provision of telecommunication services;
NetCo Network	means the passive infrastructure for the Next Generation National Broadband Network which is designed, built and operated by OpenNet;
Non-Residential Service Port	means a Service Port situated at Non-Residential Premises;
NTE	means equipment used to connect devices to a Network;
Order	means an order in respect of Basic Mandated Services submitted by the Contracting QP to Nucleus Connect;
Prescribed SAP	has the meaning ascribed to it in paragraph 2 of Appendix 1;
QP	means a Operating Company Qualifying Person who is a Facilities-Based Operator, a Services-Based Operator or Broadcasting Licensee;
Residential Service Port	means a Service Port situated at Residential Premises;

RFS Date means the date on which a Connection or a Modification (as the case may be) is activated, in each case such that it is available and ready for the Contracting QP to use, which shall either be notified by Nucleus Connect to the Contracting QP or agreed by Nucleus Connect and the Contracting QP (as the case may be) pursuant to these General Service Terms and Conditions;

DEFINITION OF "RSP PORTAL" - APPROVED

RSP Portal has the meaning ascribed to it in the Service Schedule for Platform Connection Service;

SAP means the period commencing from the SAP Start Date within which Nucleus Connect shall activate the required Connection or Modification (as the case may be);

SAP Start Date in relation to an Order submitted by the Contracting QP which is not rejected by Nucleus Connect, means the date on which such Order is due to be processed by Nucleus Connect pursuant to and in accordance with these General Service Terms and Conditions;

Service Port means the physical port which the Contracting QP's or End-User's equipment shall interface to the Active Network for the purpose of receiving or using the relevant Connection; and

SLA has the meaning ascribed to it in paragraph 1 of Appendix 2.

CLAUSE 1.4 – APPROVED

1.4 In these General Service Terms and Conditions, unless otherwise stated herein, the reference to "third party" shall not include Nucleus Connect's contractors and/or suppliers.

2. ORDER HANDLING

2.1 The Contracting QP must place Orders for any of the following purposes in accordance with paragraph 2.2:

- (a) subject to paragraph 4.1, to take up Basic Mandated Service(s);
- (b) to Modify Basic Mandated Service(s) taken up or to be taken up by the Contracting QP; and/or
- (c) to Deactivate Basic Mandated Service(s) taken up by the Contracting QP.

2.2 The Contracting QP shall use the Platform to place Orders, or (only if the Platform is not in operation) shall send Orders using the application form attached to the relevant Service Schedule by email to orderdesk@nucleusconnect.com (and/or such other email address as Nucleus Connect may notify the Contracting QP from time to time) in the first instance or if email is not available for any reason by facsimile to (65) 6808 2820 (or such other facsimile number as Nucleus Connect may notify the Contracting QP from time to time) (the latter method shall hereinafter be referred to as the "Manual Process").

- 2.3 The Contracting QP is responsible for the acts and omissions of its Authorised Users in connection with the Platform and the Manual Process.
- 2.4 All Orders received by Nucleus Connect will be processed by Nucleus Connect in the order in which they are received. For Orders received via the Platform or via email, Nucleus Connect shall notify and send to the Contracting QP an acknowledgement that the Orders have been received.
- 2.5 The Contracting QP acknowledges and agrees that Nucleus Connect is able to process up to four hundred and ten (410) Orders, for Residential Per-End-User Connections and/or Non-Residential Per-End-User Connections and/or Connections provided through the Residential Service Port and/or Non-Residential Service Port for L2 VPN Service, E-LAN Service or L3 VPN Service (that utilise resources provided by OpenNet), from all Contracting QPs per Business Day (the “**Request Quota**”) as follows:
- (a) if Nucleus Connect receives such an Order before 12 noon on a Business Day for which the Request Quota has not been exceeded and the request quota of OpenNet has not been exceeded, Nucleus Connect shall process such an Order on the same day of receipt; or
 - (b) if Nucleus Connect receives such an Order:
 - (i) after 12 noon on a Business Day for which the Request Quota has not been exceeded;
 - (ii) on a non-Business Day;
 - (iii) at any time on a Business Day for which the Request Quota has been exceeded; or
 - (iv) at any time on a Business Day for which the request quota of OpenNet has been exceeded.

Nucleus Connect shall process such Order in the order in which it was received on the next Business Day for which the Request Quota has not been exceeded and the request quota of OpenNet has not been exceeded.

Any rejection of such an Order by Nucleus Connect pursuant to paragraph 2.8 or 2.9 (as the case may be), and the reasons therefor, shall be notified to the Contracting QP by the next Business Day after such Order is due to be processed in accordance with this paragraph 2.5.

- 2.6 All other Orders, including Residential Per-End-User Connections, Non-Residential Per-End-User Connections and/or Connections provided through the Residential Service Port and/or Non-Residential Service Port for L2 VPN Service, E-LAN Service or L3 VPN Service (that do not utilise resources provided by OpenNet) are not subject to the Request Quota, and Nucleus Connect shall use commercially reasonable efforts to process each such Order received and notify the Contracting QP by the next Business Day if Nucleus Connect rejects such Order pursuant to paragraph 2.8 or 2.9 (as the case may be). If Nucleus Connect is not able to do so, Nucleus Connect shall notify the Contracting QP of such inability by the next Business Day following such receipt, and at the same time provide the date by which Nucleus Connect will process such Order, which date shall be no later than the date falling three (3) Business Days thereafter. Any rejection of such an Order by Nucleus Connect pursuant to paragraph 2.8 or 2.9 (as the case may be), and the reasons therefor, shall be notified to the Contracting QP by the next Business Day after such Order is due to be processed in accordance with this paragraph 2.6.

- 2.7 Any notification by Nucleus Connect to the Contracting QP pursuant to paragraph 2.5 or 2.6 shall be via the Platform, or (only if the Platform is not available) by email in the first instance or if email is not available for any reason by facsimile, to the email address or facsimile number of the "Primary contact person" specified in Annex 5 of the Master ICO Agreement.
- 2.8 Subject to paragraph 2.10, the Contracting QP acknowledges and agrees that Nucleus Connect shall be entitled to reject any Order submitted by the Contracting QP to take up a Basic Mandated Service in any of the following circumstances:
- (a) where such Order is not in the prescribed form;
 - (b) where the information in such Order is illegible, inaccurate, incomplete or incorrect;
 - (c) where the RFS Date specified in such Order (if any) falls on a date which is earlier than the date of the last day of the Prescribed SAP applicable to such Basic Mandated Service; and
 - (d) where the Contracting QP has committed a material breach of the ICO Agreement.
- 2.9 Subject to paragraph 2.10, the Contracting QP acknowledges and agrees that Nucleus Connect shall be entitled to reject any Order submitted by the Contracting QP to Modify, Cancel or Deactivate a Basic Mandated Service in any of the following circumstances:
- (a) where such Order is not in the prescribed form;
 - (b) where the information in such Order is illegible, inaccurate, incomplete or incorrect; and
 - (c) where the RFS Date specified in such Order (if any) falls on a date which is earlier than the date of the last day of the Prescribed SAP applicable to such Basic Mandated Service.
- 2.10 Where the Platform is in operation, the grounds in paragraphs 2.8(a) to 2.8(c) and paragraphs 2.9(a) to 2.9(c) shall not automatically entitle Nucleus Connect to reject an Order. In the event such grounds materialise, Nucleus Connect shall grant to the Contracting QP the opportunity to make the necessary corrections in real time via the Platform, without the need to re-enter all of the other correct information. If the Contracting QP does not make such correction as aforesaid, or the ground in paragraph 2.8(d) materialise, Nucleus Connect shall be entitled to reject such Order in which case the Service Schedule for the Basic Mandated Service specified in such rejected Order shall lapse, unless Nucleus Connect is separately providing the same Basic Mandated Service to the Contracting QP at the time, in which case such Service Schedule shall remain in force.

3. **CANCELLATION**

- 3.1 The Contracting QP shall pay Nucleus Connect the applicable Charges for any Cancellation of any Basic Mandated Service as set out in the Service Schedule for such Basic Mandated Service, in accordance with the Master ICO Agreement.
- 3.2 Upon the Cancellation of a Basic Mandated Service, the Service Schedule for such Basic Mandated Service shall lapse, unless Nucleus Connect is separately providing

the same Basic Mandated Service to the Contracting QP at the time, in which case such Service Schedule shall remain in force.

4. TAKING UP BASIC MANDATED SERVICES

- 4.1 Before the Contracting QP may submit any Order to take up any Basic Mandated Service (excluding any L2 VPN Service, E-LAN Service or L3 VPN Service), the Contracting QP must take up the Interoperability Testing Service offered by Nucleus Connect as an Ancillary Mandated Service under the Master ICO Agreement, and successfully complete the various tests which are mandatory for such Basic Mandated Service as set out in the Service Schedule in respect of the Interoperability Testing Service. Notwithstanding the aforesaid, the Contracting QP may (at its own option) select to take up the Interoperability Testing Service in respect of any L2 VPN Service, E-LAN Service or L3 VPN Service.
- 4.2 The Contracting QP shall pay Nucleus Connect the applicable Charges for any Basic Mandated Service provided by Nucleus Connect hereunder, as set out in the Service Schedule for such Basic Mandated Service, in accordance with the Master ICO Agreement.
- 4.3 Nucleus Connect may require the Contracting QP to indicate appointment timeslot(s) in which the installation of services may take place.

5. PROVISIONING BASIC MANDATED SERVICES

- 5.1 If an Order submitted by the Contracting QP to take up a Basic Mandated Service is not rejected by Nucleus Connect, Nucleus Connect will provision and activate such Basic Mandated Service such that it is available and ready for the Contracting QP to use, in accordance with Appendix 1.
- 5.2 Prior to provisioning and activating any Basic Mandated Service pursuant to paragraph 5.1 or Deactivating any Basic Mandated Service, if required by Nucleus Connect, Nucleus Connect and the Contracting QP shall agree on the third party charges (including building owner's or management committee's charges) and/or OpenNet's charges that are reasonably necessary for Nucleus Connect to incur in order for Nucleus Connect to undertake such provisioning and activation or Deactivation (such agreement not to be unreasonably delayed or withheld by each Party). Such agreed third party charges and/or OpenNet's charges shall be passed on to the Contracting QP and borne entirely by the Contracting QP. In addition, in situations where OpenNet requires Nucleus Connect to agree on certain ON Charges and Nucleus Connect intends to on-pass such ON Charges to the Contracting QP, Nucleus Connect and the Contracting QP shall also agree on such ON Charges before Nucleus Connect proceeds to incur such ON Charges, and such agreement shall not to be unreasonably delayed or withheld by each Party.
- 5.3 The term of each activated Basic Mandated Service shall be for a Minimum Term of twelve (12) months, and continues thereafter until it is Deactivated in accordance with:
- (a) these General Service Terms and Conditions; and/or
 - (b) the Master ICO Agreement.
- 5.4 The Contracting QP acknowledges and agrees that:
- (a) Nucleus Connect will only provide the Basic Mandated Services in mainland Singapore and/or connected islands;

- (b) If applicable, Nucleus Connect shall be entitled to determine, in its sole and absolute discretion, the OpenNet CO from which a particular Basic Mandated Service will be provided;
- (c) Without prejudice to the generality of its obligations under the Master ICO Agreement, in connection with the installation of each Basic Mandated Service, the Contracting QP shall provide the following:
 - (i) power supply rated 240Volts, 13 Ampere, 50/60Hz;
 - (ii) an environment with an operating temperature between 0 Degree Celsius and 40 Degree Celsius;
 - (iii) safety gear, equipment and/or escort and access by qualified personnel in the event that the NBAP / End-User Premises is in a hazardous, dangerous and/or under-developed environment;
 - (iv) for NBAP installation, a physically secured structure to mount Nucleus Connect's equipment weighing not more than 3.5Kg and not larger than 400 mm x 400 mm x 150 mm (Height x Width x Depth); and
 - (v) weather and tamper proof housing in the event that the NTE is to be installed at a location which is publicly accessible, or is not fully sheltered from weather elements;
- (d) Nucleus Connect shall take measures to ensure that the Basic Mandated Services provided to the Contracting QP shall be equivalent to the quality that Nucleus Connect provides to itself, its Affiliated Operators and any other QP; and
- (e) Except as expressly set out in the ICO Agreement, Nucleus Connect expressly disclaims all other warranties of any kind, whether express or implied, to the fullest extent allowed by law. In particular, Nucleus Connect does not warrant that any of the Basic Mandated Services are fault-free, provided that Nucleus Connect complies with the fault identification and reporting guidelines as set out in the ICO Agreement. No advice or information whether oral or written, obtained by the Contracting QP from Nucleus Connect or through the Basic Mandated Services will create any warranty not expressly set out herein.

5.5 The Contracting QP further acknowledges and agrees that notwithstanding that Nucleus Connect has not rejected an Order submitted by the Contracting QP to take up Basic Mandated Services pursuant to paragraphs 2.8 or 2.9 (as the case may be), Nucleus Connect shall be entitled to reject such Order and not proceed with the provisioning of such Basic Mandated Services and shall not be liable to the Contracting QP therefor in any of the following circumstances:

- (a) where Nucleus Connect is unable to procure fibre to the relevant building from OpenNet;
- (b) where such Order relates to a location to which the NetCo Network has not been rolled out and as at the date such Order is processed, the NetCo Network is not required to be rolled-out to such location under the terms of OpenNet's NetCo Licence;
- (c) where Nucleus Connect is not able to fulfil such Order due to security and confidentiality requirements or restrictions imposed by any Singapore governmental or regulatory authority;

- (d) where the building/home owner or End-User at the relevant Premises prohibits the performance by Nucleus Connect of the relevant and necessary works for the purpose of provisioning such Basic Mandated Services;
- (e) where the provisioning of such Basic Mandated Services requires services from OpenNet and OpenNet rejects Nucleus Connect's request for such services for whatever reason;
- (f) where the Contracting QP fails to procure access to the relevant Premises for Nucleus Connect to provision such Basic Mandated Services;
- (g) where the Contracting QP has not ordered the appropriate Basic Mandated Services in relation to the designated installation site;
- (h) where Nucleus Connect and the Contracting QP are not able to agree on third party charges, OpenNet's charges and/or ON Charges, pursuant to paragraph 5.2 of these General Service Terms and Conditions, that Nucleus Connect needs to incur in order to provision the relevant Basic Mandated Service; and
- (i) where the Prescribed SAPs do not apply and where Nucleus Connect and the Contracting QP cannot agree on an RFS Date pursuant to paragraphs 5 and 6 of Appendix 1,

provided that, in each case, such circumstances are not due to Nucleus Connect's fault.

5.6 If any of the events in paragraph 5.5 materialise:

- (a) the Contracting QP shall bear:
 - (i) where Nucleus Connect had subscribed or committed to subscribe for services from OpenNet to enable the provisioning of the relevant Basic Mandated Services for the Contracting QP, the ON Charges, except those ON Charges which would be subject to paragraph 5.6(a)(iii), which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur;
 - (ii) any Third Party Charges which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur; and
 - (iii) any other third party charges, OpenNet's charges and/or ON Charges agreed pursuant to paragraph 5.2 or 6.3 of these General Service Terms and Conditions which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur; and
- (b) in the case of paragraph 5.5(d), the Contracting QP shall indemnify Nucleus Connect against any claims or legal proceedings which are brought or threatened against Nucleus Connect by such building/home owner or End-User as a consequence thereof.

6. **MODIFICATION**

6.1 The Contracting QP shall pay Nucleus Connect the applicable Charges for any Modification of any existing Connection as set out in the Service Schedule for such Basic Mandated Service, in accordance with the Master ICO Agreement.

- 6.2 If an Order submitted by the Contracting QP to Modify an existing Connection is not rejected by Nucleus Connect, Nucleus Connect will provision and activate such Modification such that it is available and ready for the Contracting QP to use, in accordance with Appendix 1.
- 6.3 Prior to provisioning and activating any Modification pursuant to paragraph 6.2 or Deactivating any Basic Mandated Services as a result of any Modification, if required by Nucleus Connect, Nucleus Connect and the Contracting QP shall agree on the third party charges (including building owner's or management committee's charges) and/or OpenNet's charges that are reasonably necessary for Nucleus Connect to incur in order for Nucleus Connect to undertake such provisioning and activation or Deactivation (such agreement not to be unreasonably delayed or withheld by either Party). Such agreed third party charges and/or OpenNet's charges shall be borne entirely by the Contracting QP. In addition, in situations where OpenNet requires Nucleus Connect to agree on certain ON Charges and Nucleus Connect intends to on-pass such ON Charges to the Contracting QP, Nucleus Connect and the Contracting QP shall also agree on such ON Charges before Nucleus Connect proceeds to incur such ON Charges, and such agreement shall not to be unreasonably delayed or withheld by each Party.
- 6.4 The Minimum Term of a Basic Mandated Service which has been subject to Modification shall not restart, but shall continue from the existing applicable Minimum Term of such Basic Mandated Service.
- 6.5 The Contracting QP acknowledges and agrees that notwithstanding that Nucleus Connect has not rejected an Order submitted by the Contracting QP to Modify an existing Connection, Nucleus Connect will not be able to proceed with the provisioning of such Modification and shall not be liable to the Contracting QP therefor in any of the following circumstances:
- (a) where Nucleus Connect and the Contracting QP are not able to agree on third party charges, OpenNet's charges and/or ON Charges, pursuant to paragraph 6.3 of these General Service Terms and Conditions, that Nucleus Connect needs to incur in order to provision such Modification; and
 - (b) where the Prescribed SAPs do not apply and where Nucleus Connect and the Contracting QP cannot agree on an RFS Date pursuant to paragraph 6 of Appendix 1,

provided that, in each case, such circumstances are not due to Nucleus Connect's fault.

7. **RELOCATION**

- 7.1 The Contracting QP shall not be entitled to request the relocation of any Basic Mandated Service being provided to it. If the Contracting QP requires the relocation of any such Basic Mandated Service (the "**Relevant Basic Mandated Service**"), the Contracting QP shall:
- (a) place an Order for the Deactivation of the Relevant Basic Mandated Service, whereupon paragraph 8 will apply; and
 - (b) place an Order to take up a new Relevant Basic Mandated Service, whereupon paragraph 4 will apply.

For the purpose of this paragraph 7, "relocation" means any changes to installation address and/or 1st TP.

8. **DEACTIVATION**

- 8.1 Subject to paragraph 8.2, if Nucleus Connect accepts the Contracting QP's Order to Deactivate a Connection, Nucleus Connect will cease to bill the Contracting QP for such Connection on the Thirty-Fifth (35th) day after the date of Nucleus Connect's receipt of such Order, and will Deactivate such Connection on the same day or as soon as is reasonably practicable thereafter.
- 8.2 The Contracting QP shall pay Nucleus Connect the applicable Charges for any Deactivation of any Connection, and if such Deactivation takes place prior to the Minimum Term of such Connection, the Contracting QP shall also pay Nucleus Connect the applicable Early Termination Charge, in each case, as set out in the applicable Service Schedule, in accordance with the Master ICO Agreement.
- 8.3 Upon the Deactivation of a Connection being effective, the applicable Service Schedule shall lapse, unless Nucleus Connect is separately providing Connection(s) under the same Service Schedule to the Contracting QP at the time, in which case such Service Schedule shall remain in force.

9. **FAULT MANAGEMENT AND RECTIFICATION**

Fault Management Procedure

- 9.1 In the event of a Fault, the Contracting QP shall carry out such testing and investigations as may be necessary to ascertain and ensure that such Fault does not lie with, or is primarily caused by, the equipment or software of the Contracting QP or the End-User.
- 9.2 If the results of testing and investigations by the Contracting QP lead to the reasonable belief that the Fault lies within Nucleus Connect's Network, the Contracting QP may:
- (a) open a trouble ticket via the Platform;
 - (b) contact the Fault management hotline at (65) 6808 2700 (and/or such other telephone number as Nucleus Connect may notify the Contracting QP from time to time) (the "**Fault Management Hotline**"); or
 - (c) if neither of the foregoing is available, email Nucleus Connect at helpdesk@nucleusconnect.com (and/or such other email address as Nucleus Connect may notify the Contracting QP from time to time),

and, in each case, provide a detailed description of the Fault (the "**Fault Report**"). Nucleus Connect will use all reasonable endeavours to ensure that the Platform and the Fault Management Hotline are available to the Contracting QP on a 24 by 7 basis.

- 9.3 Upon receipt of a Fault Report from the Contracting QP pursuant to paragraph 9.2, Nucleus Connect shall investigate the cause of the Fault which is the subject of such Fault Report, in a diligent and responsible manner as would be expected of a competent service provider. Nucleus Connect shall update the Contracting QP as and when there is a change in status of the fault investigation / rectification work.
- 9.4 If, following investigations, Nucleus Connect is not able to identify the cause of the Fault, the Contracting QP shall attend a fault identification coordination meeting if requested by Nucleus Connect.

- 9.5 The Contracting QP may request Nucleus Connect for a joint investigation to rectify the Fault. If, following such joint investigations, it is ascertained that the Fault is not within Nucleus Connect's Network or its suppliers' and contractors' networks or equipment, the Contracting QP shall pay to Nucleus Connect the applicable charges in respect of such joint investigation as set out in the relevant Service Schedule. Any charges imposed by Nucleus Connect's suppliers and contractors shall not be borne by the Contracting QP.
- 9.6 If the Contracting QP reports a Fault in accordance with paragraph 9.2 and following investigations by Nucleus Connect, either no Fault is found or Nucleus Connect determines that the alleged Fault is not with Nucleus Connect's, its suppliers' or contractors' network or equipment, Nucleus Connect may, at its sole and absolute discretion, charge the Contracting QP a fee for the fault report (No Fault Found Charge) as set out in the relevant Service Schedule. If Nucleus Connect imposes the No Fault Found Charge on the Contracting QP, Nucleus Connect will provide the Contracting QP with a customer incident report (the "**Incident Report**") setting out the finding of Nucleus Connect's investigations; Provided That Nucleus Connect will not be obliged to provide the Contracting QP with the Incident Report if (a) the alleged Fault relates to a matter arising out of OpenNet's network or equipment and (b) OpenNet has not provided Nucleus Connect with any reason for determining that there is no fault with OpenNet's network or (as the case may be) equipment. Any charges imposed by Nucleus Connect's suppliers and contractors shall not be borne by the Contracting QP.
- 9.7 The relevant Connection which is the subject of a Fault shall be deemed to be restored when Nucleus Connect has tested and confirmed to the Contracting QP that it has been restored.
- 9.8 The Contracting QP shall provide such resources and assistance as may be necessary or reasonably required by Nucleus Connect so that all investigations and fault rectification can be conducted safely.

MTTR

- 9.9 The MTTR shall mean the average time taken by Nucleus Connect to restore service for all Fault incidents during a month which the Contracting QP has submitted a claim for, which shall be:
- (a) four (4) hours, in the case of Residential Per-End-User Connections, NBAP Per-End-User Connections and Connections provided through the Residential Service Port and NBAP Service Port; and
 - (b) three (3) hours, in the case of Non-Residential Per-End-User Connections and Connections provided through the Non-Residential Service Port.

Where it is determined that a Fault lies within Nucleus Connect's Network or equipment, calculation of time for the purposes of MTTR commences from the time such Fault is reported by the Contracting QP in accordance with paragraph 9.2.

- 9.10 If the actual MTTR for a particular month (the "**Relevant Month**") is more than the MTTR specified in paragraphs 9.9(a) and 9.9(b), and subject to paragraphs 9.11 and 9.13, Nucleus Connect shall compensate the Contracting QP by way of a percentage reduction in the Monthly Recurring NC Charge for each Affected Connection for the Relevant Month, in accordance with the tables below. The amount of compensation will be credited into the Contracting QP's account after it has been processed by Nucleus Connect and will be reflected in Nucleus Connect's next invoice to the Contracting QP in accordance with Nucleus Connect's billing cycle.

Actual MTTR for Relevant Month (Residential/NBAP)	Percentage Reduction in Monthly Recurring NC Charge per Affected Connection
≤ 4 hours	No Compensation
> 4 hours but ≤ 6 hours	10%
> 6 hours but ≤ 10 hours	20%
> 10 hours	30%

Actual MTTR for Relevant Month (Non-Residential)	Percentage Reduction in Monthly Recurring NC Charge per Affected Connection
≤ 3 hours	No Compensation
> 3 hours but ≤ 5 hours	10%
> 5 hours but ≤ 10 hours	20%
> 10 hours	30%

- 9.11 In order for the Contracting QP to be granted the compensation referred to in paragraph 9.10, it shall submit a claim therefor within thirty (30) days of the completion of the relevant month on which the MTTR was measured. The Contracting QP acknowledges and agrees that a failure to make a claim within the said thirty (30)-day period means that the Contracting QP waives any entitlement to the compensation in respect of that claim.
- 9.12 If the Contracting QP disputes Nucleus Connect's record on the MTTR and/or the amount of compensation, the Contracting QP shall not be entitled to be credited with any compensation until and unless the dispute has been resolved. Disputes shall be resolved in accordance with Annex 2 or Annex 3 of the Master ICO Agreement, as applicable.
- 9.13 The Contracting QP shall not be entitled to make any claim under this paragraph 9 in any of the following circumstances:
- (a) the Fault is due to the End-User or the Contracting QP, or their equipment;
 - (b) the Fault lies in the equipment and/or software used by the Contracting QP or End-User to implement, receive or use the Basic Mandated Services;
 - (c) for the period that Nucleus Connect's access to the relevant Premises is hampered, excluded or prohibited;
 - (d) the service unavailability is due to a planned network maintenance between Nucleus Connect and OpenNet;
 - (e) the Fault is due to matters beyond Nucleus Connect's control, including without limitation, the actions or inaction of the Contracting QP and/or a third party and failure of the Contracting QP and/or third party equipment or Network. For the avoidance of doubt, Nucleus Connect's suppliers and/or contractors shall not be considered as third parties; and

(f) notwithstanding sub-paragraph (e) above, the Fault is attributable to OpenNet but Nucleus Connect is not entitled to make a claim therefor against OpenNet.

9.14 The remedy provided in this paragraph 9 is a genuine pre-estimate of the Contracting QP's loss and will be sole and exclusive remedy available to the Contracting QP, and Nucleus Connect's sole and exclusive liability to the Contracting QP, for Nucleus Connect's failure to meet the MTTR specified in paragraphs 9.9(a) and 9.9(b).

9.15 The failure to meet the MTTR specified in paragraphs 9.9(a) and 9.9(b) shall not constitute a breach of contract by Nucleus Connect.

10. **SERVICE LEVELS**

Nucleus Connect will provide the Basic Mandated Services in accordance with the service levels set out in Appendix 2.

CLAUSE 11 - APPROVED

11. **REMEDY FRAMEWORK FOR ERRORS IN MANDATED SERVICES INFORMATION**

Nucleus Connect will provide compensation for errors in [Nucleus Connect's Mandated Services Information to the Contracting QP](#), in accordance with the remedy framework set out in Appendix 3.

[\[NC Comment: Amendments made to conform to IDA Direction Modification to paragraph 11\]](#)

APPENDIX 1

Provisioning Timeframe

1. Except as otherwise specified in paragraphs 2 and 3 of this Appendix 1, each Connection is prescribed a SAP as set out in paragraph 2 of this Appendix 1 for the activation of such Connection, and in paragraph 3 of this Appendix 1 for the activation of a Modification to an existing Connection (the “**Prescribed SAPs**”). In the absence of the events set out in paragraph 5 of this Appendix 1 and except as otherwise specified in paragraphs 2 and 3 of this Appendix 1, the activation of each Connection or a Modification to an existing Connection shall be within the applicable Prescribed SAP.
2. The Prescribed SAPs in relation to taking up of new Connections (except NBAP Per-End-User Connection, IP Multicast Connection and Connections provided through the NBAP Service Port) are:

Type of Connection	Prescribed SAP (from SAP Start Date)
Residential Per-End-User Connection	6 Business Days
Non-Residential Per-End-User Connection	13 Business Days
i. L2 VPN Service; ii. L3 VPN Service; and iii. E-LAN Service, where the Connection provided is through a Residential Service Port	8 Business Days
i. L2 VPN Service; ii. L3 VPN Service; and iii. E-LAN Service, where the Connection provided is through a Non-Residential Service Port	15 Business Days
QP-EVPL Service Port	15 Business Days
PB-EVC	15 Business Days
AG-EVC	15 Business Days

3. The Prescribed SAPs in relation to a Modification of an existing Connection (except IP Multicast Connection) are:

Type of Connection	Prescribed SAP (from SAP Start Date)
i. Residential Per-End-User Connection	4 Business Days
ii. Non-Residential Per-End-User Connection	
iii. NBAP Per-End-User Connection	

i. L2 VPN Service	5 Business Days
ii. L3 VPN Service	
iii. E-LAN Service	
i. QP-EVPL Service Port	16 Business Days
ii. AG-EVC	
iii. PB-EVC	

4. Each:

- (a) new NBAP Per-End-User Connection, IP Multicast Connection and Connection which is provided through a NBAP Service Port; or
- (b) Modification to an existing IP Multicast Connection,

shall be activated on such RFS Date as may be mutually agreed between Nucleus Connect and the Contracting QP (which agreement shall not be unreasonably delayed or withheld by either Party). Accordingly, the SAP for each of the matters in sub-paragraphs (a) or (b) above shall be deemed to be the period commencing from the SAP Start Date to such agreed RFS Date. If pursuant to an Order submitted by the Contracting QP in respect of the matters in sub-paragraphs (a) or (b) above which is not rejected by Nucleus Connect, Nucleus Connect and the Contracting QP are not able to mutually agree on an RFS Date within five (5) Business Days or any other mutually agreed timeframe after initiation of discussions thereon by either of them, the Contracting QP acknowledges and agrees that that shall constitute a Cancellation of such Order and paragraph 3 of the General Service Terms and Conditions shall apply.

5. In relation to an Order submitted by the Contracting QP which is not rejected by Nucleus Connect, the Prescribed SAPs shall not apply in any the following circumstances:

- (a) Where the relevant site indicated in such Order is a Non-Residential Building and the in-building cabling between the FTTB Node and the 1st TP for such Non-Residential Building is not provided by OpenNet and the Contracting QP does not within three (3) Business Days before the RFS Date hand over the in-building cabling, or the in-building cabling handed over within three (3) Business Days before the RFS Date is not fit-for-purpose.
- (b) Where such Order requires Nucleus Connect to take up OpenNet's services and OpenNet does not have sufficient capacity to provide such services. In such event, Nucleus Connect shall promptly give notification thereof to the Contracting QP and the Prescribed SAP(s) applicable to such Order shall be automatically extended by (in the case of Residential Per-End-User Connections and Connections provided through the Residential Service Port) seven (7) or thirty-seven (37) Business Days (as determined by OpenNet and notified by Nucleus Connect to the Contracting QP) and (in the case of Non-Residential Per-End-User Connection and Connections provided through the Non-Residential Service Port) thirty (30) Business Days.
- (c) Where the Contracting QP requests in such Order that the Connection or the Modification to an existing Connection be activated on a date that is beyond the Prescribed SAPs for such Connection or Modification.

- (d) Where as at the date such Order is due to be processed by Nucleus Connect in accordance with these General Service Terms and Conditions, such Order involves a location which OpenNet has not achieved effective rollout to and as at such processing date, OpenNet is not required to roll-out the NetCo Network to such location under the terms of OpenNet's NetCo Licence.
- (e) Where Nucleus Connect and the Contracting QP are required to agree on third party charges, OpenNet's charges and/or ON Charges, pursuant to paragraph 5.2 or 6.3 of these General Service Terms and Conditions, that Nucleus Connect intends to pass on to the Contracting QP pursuant to these General Service Terms and Conditions.
- (f) Where such Order relates to the taking up of a Basic Mandated Service and prior to the relevant RFS Date in respect thereof, the Contracting QP submits an Order to Modify such Basic Mandated Service.

In each of the events specified in paragraphs 5(a), 5(c), 5(d), 5(e) and 5(f) of this Appendix 1, Nucleus Connect and the Contracting QP may mutually agree to an RFS Date on which the Connection(s) or Modification(s) required in such Order shall be activated by Nucleus Connect (which agreement shall not be unreasonably delayed or withheld by either Party), and the period between the SAP Start Date and such agreed RFS Date shall be deemed to be the SAPs applicable in respect of such Order. If Nucleus Connect and the Contracting QP are not able to mutually agree on an RFS Date within five (5) Business Days or any other mutually agreed timeframe after initiation of discussions thereon by either of them, the Contracting QP acknowledges and agrees that that shall constitute a Cancellation of such Order and paragraph 3 of the General Service Terms and Conditions shall apply.

- 6. In relation to any Order submitted by the Contracting QP which is not rejected by Nucleus Connect, if Nucleus Connect fails to meet the Prescribed SAP or SAP (as the case may be) applicable to the Connection required in such Order, subject to paragraphs 7 and 9 of this Appendix 1, Nucleus Connect shall compensate the Contracting QP by way of a credit rebate equal to five percent (5%) of the Installation Charge for such Connection for each day of delay, subject to a maximum of 100% of the Installation Charge for such Connection. The amount of the rebate will be credited into the Contracting QP's account after it has been processed by Nucleus Connect and will be reflected in Nucleus Connect's next invoice to the Contracting QP in accordance with Nucleus Connect's billing cycle.
- 7. In order for the Contracting QP to be granted the rebate referred to in paragraph 6 of this Appendix 1, it shall submit a claim therefor within thirty (30) days of the completion of the relevant calendar month on which the applicable Prescribed SAP or the SAP (as the case may be) was measured. The Contracting QP acknowledges and agrees that a failure to make a claim within the said thirty (30) - day period means that the Contracting QP waives any entitlement to the payment in respect of that claim.
- 8. If the Contracting QP disputes Nucleus Connect's record on the applicable Prescribed SAP or SAP (as the case may be) in relation to a Connection and/ or the amount of rebate, the Contracting QP shall not be entitled to be credited with any rebate until and unless the dispute has been resolved. Disputes shall be resolved in accordance with Annex 2 or Annex 3 of the Master ICO Agreement, as applicable.
- 9. The Contracting QP shall not be entitled to make any claim under this Appendix 1 in any of the following circumstances:

- (a) Permission to access the premises or building to provision the required service is denied or delayed by End-User, building management/owner;
 - (b) Where the provision of the required Basic Mandated Service requires the co-operation/assistance of the Contracting QP and/or a third party for the purpose of compliance with safety regulations and procedures, and completion of the network readiness process. For the avoidance of doubt, Nucleus Connect's suppliers and/or contractors shall not be considered as third parties;
 - (c) Where Nucleus Connect's inability to activate a Connection or a Modification to an existing Connection within the applicable Prescribed SAP or SAP (as the case may be) is attributable to matters that are not within Nucleus Connect's control, including without limitation, the action or inaction of the Contracting QP and/or a third party service provider, or failure of Contracting QP and/or third party equipment or Network. For the avoidance of doubt, Nucleus Connect's suppliers and/or contractors shall not be considered as third parties; or
 - (d) Notwithstanding sub-paragraph (c) above, where Nucleus Connect's inability to activate a Connection or a Modification to an existing Connection within the applicable Prescribed SAP or SAP (as the case may be) is attributable to OpenNet but Nucleus Connect is not entitled to make a claim therefor against OpenNet.
10. The remedy provided in this Appendix 1 is a genuine pre-estimate of the Contracting QP's loss and will be sole and exclusive remedy available to the Contracting QP, and Nucleus Connect's sole and exclusive liability to the Contracting QP, for Nucleus Connect's failure to activate any Connection or any Modification to an existing Connection within the applicable Prescribed SAP or SAP (as the case may be).
11. The failure to activate a Connection or a Modification to an existing Connection within the applicable Prescribed SAP or SAP (as the case may be) shall not constitute a breach of contract by Nucleus Connect.

APPENDIX 2

Service Level Guarantees

1. Subject to paragraph 2 of this Appendix 2, Nucleus Connect offers a service level availability at 99.95% per month ("**SLA**").

2. The SLA is calculated in the following manner:

$$\frac{((\text{Total Available Time for the Month} - \text{Total Downtime for the Month}) / \text{Total Available Time for the Month}) \times 100\%}{}$$

where:

"**Total Available Time for the Month**" means the sum of all minutes in the calendar month multiplied by the total number of Connections subscribed by the Contracting QP.

"**Total Downtime for the Month**" is defined as the sum of all minutes in the calendar month in which the total number of Connections subscribed by the Contracting QP are unavailable and the Contracting QP had submitted a claim to Nucleus Connect in accordance with this Appendix 2 in respect of such unavailable Connections. Where the Fault lies within Nucleus Connect's Network or equipment, or the Network or equipment of Nucleus Connect's contractors and/or suppliers, Total Downtime for the Month shall be calculated from the time such unavailable Connections are reported by the Contracting QP to the time that they are restored.

3. If Nucleus Connect fails to meet the SLA in a particular month (the "**Relevant Month**"), and subject to paragraphs 4 and 6 of this Appendix 2, Nucleus Connect will grant to the Contracting QP a rebate of five percent (5%) of the Monthly Recurring NC Charge for the Affected Connection(s) for the Relevant Month. The amount of the rebate will be credited into the Contracting QP's account after it has been processed by Nucleus Connect and will be reflected in the next invoice issued by Nucleus Connect to the Contracting QP in accordance with Nucleus Connect's billing cycle.

4. In order for the Contracting QP to be granted the rebate referred to in paragraph 3 of this Appendix 2, it shall submit a claim therefor within thirty (30) days of the completion of the relevant calendar month on which the SLA was measured. The Contracting QP acknowledges and agrees that a failure to make a claim within the said thirty (30) - day period means that the Contracting QP waives any entitlement to the SLA payment in respect of that claim.

5. If the Contracting QP disputes Nucleus Connect's record on the service level and/ or the amount of rebate, the Contracting QP shall not be entitled to be credited with any rebate until and unless the dispute has been resolved. Disputes shall be resolved in accordance with Annex 2 or Annex 3 of the Master ICO Agreement, as applicable.

6. The Contracting QP shall not be entitled to make any claim under this Appendix 2 in any of the following circumstances:

(a) the Affected Connection is disconnected and/ or reconnected by reason of it being suspended pursuant to the ICO Agreement and such suspension is not due to Nucleus Connect's fault;

(b) Fault due to any equipment, wiring and/ or cabling owned or operated by the Contracting QP;

- (c) provision or restoration of the Affected Connection where any site-coordination meeting is involved, or where Nucleus Connect needs to obtain or maintain any licence or permission necessary to the provision or restoration of the Affected Connection;
 - (d) Nucleus Connect has difficulty accessing to or working in the End-User's Premises due to such Premises being inaccessible, in unsafe working condition or in any other inadequate or deficient state;
 - (e) delay in provision or restoration of the Affected Connection caused by events beyond Nucleus Connect's control, including without limitation, the act, default or omission of the Contracting QP and/or any third party and failure of the Contracting QP and/or third party equipment or Network. For the avoidance of doubt, Nucleus Connect's suppliers and/or contractors shall not be considered as third parties;
 - (f) notwithstanding sub-paragraph (e) above, delay in provision or restoration of the Affected Connection is attributable to OpenNet but Nucleus Connect is not entitled to make a claim therefor against OpenNet;
 - (g) Faults in Nucleus Connect's Network for which the Contracting QP has not reported a Fault;
 - (h) Fault is reported by the Contracting QP but no Fault is found or confirmed by Nucleus Connect;
 - (i) Nucleus Connect is required to carry out scheduled service interruption and the Contracting QP has been informed of such service interruption by Nucleus Connect; and
 - (j) Nucleus Connect is fulfilling requests made by Government agencies, private developers or other relevant parties in connection with events beyond Nucleus Connect's reasonable control.
7. The Contracting QP acknowledges and agrees that the remedy provided herein is a genuine pre-estimate of the Contracting QP's loss and will be sole and exclusive remedy available to the Contracting QP, and Nucleus Connect's sole and exclusive liability to the Contracting QP, for Nucleus Connect's failure to meet the SLA.
8. The failure to meet the SLA shall not constitute a breach of contract by Nucleus Connect.

APPENDIX 3

Remedy Framework For Errors in Mandated Services Information

Residential Per-End-User Connections

CLAUSE 1 – APPROVED

41. Where Nucleus Connect has informed the Contracting QP that a Residential Premises has been installed with a First Termination Point and a valid Residential Per-End-User Connection Order has been submitted by the Contracting QP for such a Residential Premises but it is subsequently found by Nucleus Connect that the said Residential Premises has actually not been installed with the First Termination Point (due to an error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers), then Nucleus Connect shall provision the Residential Per-End-User Connection Service on the same terms and conditions as if the First Termination Point had been installed at the said Residential Premises. For the avoidance of doubt, Nucleus Connect shall not impose the Installation Charge for the provision of the Residential Per-End-User Connection Service.

[NC Comment: Paragraph 1 above inserted to conform to IDA Direction Modification as set out in 1st paragraph, pg 24 of IDA's Appendix dated 23 Feb 2012. Paragraph above is consistent with OpenNet's remedy framework for similar cases – see clause 5.8 Schedule 1 ON ICO]

CLAUSE 2 - APPROVED

2. (a) Where a valid Residential Per-End-User Connection Order (the “**Original REUC Order**”) submitted by the Contracting QP is for a Non-Residential Premises (due to an error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers), then Nucleus Connect shall duly inform the Contracting QP of the following (upon Nucleus Connect being aware or notified by its contractors or suppliers of such error):
- (i) the nature of such error; and
 - (ii) the option to either (x) cancel the Original REUC Order OR (y) ~~re-submit a valid Non-Residential Per-End-User Connection Order~~ revise the Original REUC Order (the “**Revised NREUC Order**”) in respect of the said Non-Residential Premises.
- (b) Upon ~~receipt of the valid~~ Contracting QP confirming to Nucleus Connect that it wishes to proceed with the Revised NREUC Order, Nucleus Connect will commence to deliver the service to the Contracting QP, subject to the following:
- (i) any Charges imposed by Nucleus Connect shall follow the rates for a Non-Residential Per-End-User Connection; Provided That Nucleus Connect shall grant a monthly rebate of \$15 to the Contracting QP for the first twelve (12) months of the service. Save as aforesaid, the terms and conditions applicable to a Non-Residential Per-End-User Connection shall apply to the service; and
 - (ii) the SAP Start Date for the Revised NREUC Order shall commence from the date of receipt of the ~~same~~ Original REUC Order; provided that for the avoidance of doubt, any time taken by the Contracting QP to consider whether or not to proceed with the Revised NREUC

Order shall be excluded from the computation of any period of service delivery delay.

- 2-(c) Nucleus Connect will not impose any cancellation charge or additional charges on the Contracting QP in respect of the cancellation or (as the case may be) revision of the parameters of the Original REUC Order.

[NC Comment: Amendments made to conform to IDA Direction Modification as set out in pg 26 & 27 of IDA's Appendix dated 23 Feb 2012.]

CLAUSE 3(a) - APPROVED

3. (a) Where a valid Residential Per-End-User Connection Order submitted by the Contracting QP is for a Residential Premises that is not actually a covered site but is listed as such (due to an error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers), then Nucleus Connect shall duly inform the Contracting QP of the nature of such error upon being aware or notified by its contractors or suppliers of the same. Nucleus Connect shall have the right to reject the said Order; Provided That Nucleus Connect shall grant to the Contracting QP a one-time rebate of \$7.50.

CLAUSE 3(b) – DIRECTED AMENDMENTS

(b) For the avoidance of doubt:

- (i) nothing in this paragraph 3 shall prejudice Nucleus Connect's right to reject an Order pursuant to paragraph 5.5 of the main body of these General Service Terms and Conditions;
- (ii) Nucleus Connect's right to reject an Order pursuant to paragraph 5.5 of the main body of these General Service Terms and Conditions shall not prejudice the Contracting QP's right to the remedy as set out in sub-paragraph (a) above in respect of the said Order, except **if/where** the Order is rejected due to the Contracting QP's fault.

IDA believes that there is merit to improve the clarity of this clause 3(b) by adding the wordings "if/where" after the word "except". Accordingly, IDA directs OpenNet to amend this clause 3(b) in the manner specified above.

[NC Comment: Amendments made to conform to IDA Direction Modification as set out in pg 26 of IDA's Appendix dated 23 Feb 2012.]

CLAUSE 4 – APPROVED

4. (a) Where Nucleus Connect receives a valid Residential Per-End-User Connection Order for a Residential Premises that already has a Termination Point installed in the said Residential Premises but is not listed as covered site in its Mandated Services Information within the Relevant Timeframe (due to an error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers), then Nucleus Connect shall (subject to sub-paragraph (b) below):
- (i) provision the Residential Per-End-User Connection Service on the same terms and conditions as if the said Residential Premises had been listed as a covered site; and
- (ii) grant to the Contracting QP a one-time rebate of \$7.50.

“Relevant Timeframe” means a reasonable timeframe from the date of the installation of the Termination Point in the said Residential Premises; such timeframe to be made known to the Contracting QP via the RSP Portal.

- (b) Sub-paragraph (a) shall not be applicable to any Residential Premises which have been pre-installed with a Termination Point during the construction of such Residential Premises. Nucleus Connect shall inform the Contracting QP of such Residential Premises, the timeframe by which the Termination Point would be made available for service availability and the reasons for the delay of service availability, to the extent that such information is available to Nucleus Connect.

[NC Comment: Paragraph 4 above inserted to conform to IDA Direction Modification as set out in pg 25 & 26 of IDA's Appendix dated 23 Feb 2012. It is only fair and reasonable that NC is given the right to further revise Paragraph 4 above when ON has finalised its similar remedy as NC's remedy framework must be consistent with ON's]

Non-Residential Per-End-User Connections

CLAUSE 5 - APPROVED

35. (a) Where a valid Non-Residential Per-End-User Connection Order (the “**Original NREUC Order**”) submitted by the Contracting QP is for a Residential Premises (due to an error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers), then Nucleus Connect shall duly inform the Contracting QP of the following (upon Nucleus Connect being aware or notified by its contractors or suppliers of such error):
- (i) the nature of such error;
 - (ii) the option to either (x) cancel the Original NREUC Order OR (y) ~~re-submit a valid Residential Per-End-User Connection~~ revise the Original NREUC Order (the “**Revised REUC Order**”) in respect of the said Residential Premises.
- (b) Upon ~~receipt of the valid~~ Contracting QP confirming to Nucleus Connect that it wishes to proceed with the Revised REUC Order, Nucleus Connect will commence to deliver the service to the Contracting QP, subject to the following:
- (i) any Charges imposed by Nucleus Connect shall follow the rates for a Residential Per-End-User Connection. The terms and conditions applicable to a Residential Per-End-User Connection shall apply to the service; and
 - (ii) the SAP Start Date for the Revised REUC Order shall commence from the date of receipt of the ~~same~~ Original NREUC Order; provided that for the avoidance of doubt, any time taken by the Contracting QP to consider whether or not to proceed with the Revised REUC Order shall be excluded from the computation of any period of service delivery delay.
- 4.(c) Nucleus Connect will not impose any cancellation charge or additional charges on the Contracting QP in respect of the cancellation or (as the case may be) revision of the parameters of the Original NREUC Order.

[NC Comment: Amendments made to conform to IDA Direction Modification as set out in pg 28 & 29 of IDA's Appendix dated 23 Feb 2012.]

CLAUSE 6(a) – APPROVED

6. (a) Where a valid Non-Residential Per-End-User Connection Order submitted by the Contracting QP is for a Non Residential Premises that is not actually a covered site but is listed as such (due to an error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers), then Nucleus Connect shall duly inform the Contracting QP of the nature of such error upon being aware or notified by its contractors or suppliers of the same. Nucleus Connect shall have the right to reject the said Order; Provided That Nucleus Connect shall grant to the Contracting QP a one-time rebate of \$25.

CLAUSE 6(b) – DIRECTED AMENDMENTS

- (b) For the avoidance of doubt:
- (i) nothing in this paragraph 6 shall prejudice Nucleus Connect's right to reject an Order pursuant to paragraph 5.5 of the main body of these General Service Terms and Conditions;
 - (ii) Nucleus Connect's right to reject an Order pursuant to paragraph 5.5 of the main body of these General Service Terms and Conditions shall not prejudice the Contracting QP's right to the remedy as set out in sub-paragraph (a) above in respect of the said Order, except if/where the Order is rejected due to the Contracting QP's fault.

IDA believes that there is merit to improve the clarity of this clause 6(b) by adding the wordings "if/where" after the word "except". Accordingly, IDA directs OpenNet to amend this clause 6(b) in the manner specified above.

[NC Comment: Amendments made to conform to IDA Direction Modification as set out in pg 29 of IDA's Appendix dated 23 Feb 2012.]

Other Terms & Conditions

CLAUSE 7 – DIRECTED AMENDMENTS

57. For the purposes of this Appendix 3:
- (a) where Nucleus Connect discovers any error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers, Nucleus Connect shall (subject to sub-paragraphs (c) and (d) below) inform the Contracting QP of the error and the corrected Mandated Services information within one (1) Business Day of Nucleus Connect's discovery of the error;
 - (b) where Nucleus Connect is informed of any error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers, Nucleus Connect shall (subject to sub-paragraphs (c) and (d) below) inform the Contracting QP of the error and the corrected Mandated Services information within three (3) Business Days of being informed of the error;
 - (c) where it is necessary for Nucleus Connect to verify the error in Mandated Services Information with OpenNet, Nucleus Connect shall (subject to sub-

paragraph (d) below) inform the Contracting QP of the error and the corrected Mandated Services information within one (1) Business Day of OpenNet confirming to Nucleus Connect the existence of the error; and

(d) the timeframe(s) to inform the Contracting QP of any error in Mandated Services Information ~~Services~~—or the corrected Mandated Services Information under sub-paragraphs (a) to (c) above shall exclude any delay caused by third parties beyond Nucleus Connect’s control and not due to Nucleus Connect’s default, such as building owners and/or management or the End-Users who do not co-operate in or obstruct Nucleus Connect’s (or its contractors’ or suppliers’) site surveys or related checks; and

(e) paragraph 1.4 of the main body of these General Terms and Conditions shall not apply to this paragraph 7.

IDA directs Nucleus Connect to replace the wordings “corrected MSI” with “correct MSI” in this clause 7 in the manner specified above to be consistent with the Further Direction which requires Nucleus Connect to “correct/rectify such errors and inaccuracies in its MSI database as soon as reasonably practicable”.

In addition, IDA believes that there is merit to improve the clarity of this clause 7(c) by clearly stating that this clause 7(c) is subject to “sub-paragraph (d) below” instead of “sub-paragraph below”. Accordingly, IDA directs OpenNet to amend this clause 7(c) in the manner specified above.

Finally, IDA directs OpenNet to remove the typographical errors in this clause 7(d) by replacing the wordings “Mandated Information Services” with “Mandated Services Information” and “Mandated Information” with “Mandated Services Information” in the manner specified above.

[NC Comment: Paragraph 7 above inserted to conform to IDA Direction Modification as set out in 3rd paragraph, pg 24 & 25 of IDA’s Appendix dated 23 Feb 2012. Please note that the need to check with OpenNet on erroneous MSI is not exclusive to scenario (b) whereby a third party informs NC of the error; it is also applicable to scenario (a): even if NC discovers the error itself, it may still need to verify with ON as most (or if not, all) NC’s MSI originates from ON!]

CLAUSE 8 – APPROVED

8. In order for the Contracting QP to be granted the ~~rebate~~rebates referred to in ~~paragraph 1, 2 or 4~~ of this Appendix 3, it shall submit a claim therefor within thirty (30) days of the completion of the relevant calendar month in which the rebate arises. The Contracting QP acknowledges and agrees that a failure to make a claim within the said thirty (30) - day period means that the Contracting QP waives any entitlement to the rebate.

69. If the Contracting QP disputes Nucleus Connect’s record on the errors in Mandated Services Information and/ or the amount of rebate, the Contracting QP shall not be entitled to be credited with any rebate until and unless the dispute has been resolved. Disputes shall be resolved in accordance with Annex 2 or Annex 3 of the Master ICO Agreement, as applicable.

CLAUSE 10 – DIRECTED AMENDMENTS

710. Subject to paragraphs 11 and 12 of this Appendix 3, the rebates provided in this Appendix 3 will be separate and independent from any other rebates or compensation which may be available against Nucleus Connect as set out in the ICO Agreement.

IDA directs Nucleus Connect to remove the typographical error in this clause 10 by replacing the term “set in the ICO Agreement” with “set out in the ICO Agreement” in the manner specified above.

[NC Comment: Paragraph 10 above inserted to conform to IDA Direction Modification as set out in 2nd paragraph, pg 24 of IDA’s Appendix dated 23 Feb 2012.]

- 11. The Contracting QP acknowledges and agrees that the remedy provided herein is a genuine pre-estimate of the Contracting QP’s loss and will be sole and exclusive remedy available to the Contracting QP, and Nucleus Connect’s sole and exclusive liability to the Contracting QP, for errors or inaccuracies in Mandated Services Information.
- 812. Errors in Mandated Services Information shall not constitute a breach of contract by Nucleus Connect.