

APPENDIX 2

**REQUIRED MODIFICATIONS TO
GENERAL SERVICE TERMS AND CONDITIONS**

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GENERAL SERVICE TERMS AND CONDITIONS

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

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Note: Unless otherwise specified in IDA’s directed modifications in the Explanatory Memorandum and other IDA’s Directed Modifications in other parts of the Direction (including the General Service Terms and Conditions), Nucleus Connect’s proposed modifications to the General Service Terms and Conditions are approved.

IDA Directed Modifications: IDA refers Nucleus Connect to paragraph 24 of the Explanatory Memorandum. Accordingly, IDA directs Nucleus Connect to propose, for IDA’s approval, modifications to the General Service Terms and Conditions to: (a) propose a process to allow Contracting QPs to order the relocation of TP within a premise as well as repair and replacement of TP from Nucleus Connect; and (b) propose a process to allow Contracting QPs to check whether a particular location is a Non-Residential Premise or NBAP prior to placing an order.

IDA notes that OpenNet is obliged under its Interconnection Offer to make available information related to delays in service provisioning (including the reasons for the delay and estimated revised timeframe to complete service provisioning). Similarly, IDA is of the view that Nucleus Connect should likewise provide the same to its Contracting QPs promptly. In addition, where the delay is due to OpenNet and OpenNet has made available such information to Nucleus Connect, Nucleus Connect should also promptly convey such information to its Contracting QPs. Accordingly, IDA directs Nucleus Connect to propose, for IDA’s approval, modifications to the General Service Terms and Conditions, to effect the above.

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**NUCLEUS CONNECT ICO AGREEMENT
GENERAL SERVICE TERMS AND CONDITIONS**

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;
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Affiliated Operator	has the meaning ascribed to it in the Code;
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Connection	means a connection installed by Nucleus Connect pursuant to its provision of a Basic Mandated Service to the Contracting QP;
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Deactivation or Deactivate	means terminating a Basic Mandated Service which has been activated and being provided to the Contracting QP;
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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;
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<u>EPL-Gigabit Connection</u>	<u>means a gigabit point-to-point Ethernet private line between two Non-Residential Premises;</u>
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Express SAP	means the express SAP which service activation period(s) are set out in paragraphs 2 of Appendix 1;
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Fault	means a fault in a Connection, provided that any service unavailability due to any planned network maintenance shall not constitute a Fault;
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*NUCLEUS CONNECT ICO AGREEMENT
GENERAL SERVICE TERMS AND CONDITIONS*

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;
Manual Process	has the meaning ascribed to it in paragraph 2.2;
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 9.99-9 ;
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;
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 1 of Appendix 1, comprising the Express SAP or the Standard SAP;

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QP	means a Operating Company Qualifying Person who is a Facilities-Based Operator, a Services-Based Operator or Broadcasting Licensee;
Request Quota	has the meaning ascribed to it in paragraph 2.5;
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;
RSP Portal	has the meaning ascribed to it in the Service Schedule for Platform Connection Service;
SAP	means the service activation 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;
SLA	has the meaning ascribed to it in paragraph 1 of Appendix 2; and
Standard SAP	means the standard SAP which service activation period(s) are set out in paragraphs 2 and 3 of Appendix 1;

- 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);

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- (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 on a 'first come, first served' basis 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

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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;
 - (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

PARAGRAPH 2.9(D) – MODIFICATION REQUIRED

- (d) (only applicable in the case of an Order to Modify) where the Contracting QP has committed a material breach of the ICO Agreement.

IDA Directed Modifications: For cases where the Contracting QP has committed a material breach of the ICO agreement, IDA is of the view that it is more reasonable to restrict the rejection of Orders for

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modification only. IDA's view is that Nucleus Connect's risk exposure will likely increase for Orders for modification but not for Orders for cancellation or deactivation. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 2.9(d) to effect the above.

PARAGRAPH 2.10 – MODIFICATION REQUIRED

- 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) or 2.9(ed) materialises, 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.

IDA Directed Modifications: IDA notes that Nucleus Connect made a referencing error with 2.9(c) (after the phrase "or the ground in paragraph 2.8(d) or") and directs Nucleus Connect to correct the error.

3. CANCELLATION

- 3.1 If an Order submitted by the Contracting QP to take up Residential Per-End-User Connection or Non-Residential Per-End-User Connection requires Nucleus Connect to take up OpenNet's services and OpenNet notifies Nucleus Connect that it does not have sufficient capacity to provide such services:
- (a) Nucleus Connect shall notify the Contracting QP of the same via the Platform or the Manual Process; and
 - (b) the Contracting QP shall have the right to the Cancel the Order without charges within two (2) Business Days via the Platform or the Manual Process, failing which the Prescribed SAP applicable to the Order shall be automatically extended in accordance with paragraph 5(c) of Appendix 1.

PARAGRAPH 3.2 – MODIFICATION REQUIRED

- 3.2 If there is an undue delay in provisioning and activating an Order for Residential Per-End-User Connection or Non-Residential Per-End-User Connection for more than two (2) weeks after the RFS Date due to Nucleus Connect's fault, (including the fault of Nucleus Connect's contractors and/or suppliers), the Contracting QP shall be entitled to cancel the Order without charges via the Platform or the Manual Process provided that (where the Order requires Nucleus Connect to take up OpenNet's services) the said cancellation must occur before OpenNet's activation of the said OpenNet's services.

IDA Directed Modifications: For clarity, IDA is of the view that there is merit to clarify that a Contracting QP is entitled to cancel an Order without charges when there is undue delay in service provisioning for Residential or Non-Residential Per-End-User Connections for more than two (2) weeks after the RFS Date due to Nucleus Connect's fault as well

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as the fault of Nucleus Connect's contractors and/or suppliers. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 3.2 to give effect to the above requirement.

- 3.3 Subject to paragraphs 3.1 and 3.2, the Contracting QP shall pay Nucleus Connect the applicable Charges for any Cancellation of any Basic Mandated Service as set out in these General Service Terms and Conditions or the Service Schedule for such Basic Mandated Service, in accordance with the Master ICO Agreement.
- 3.4 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 or cancelled by the Contracting QP pursuant to paragraph 3.1 or 3.2, 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 Subject to paragraph 5.3, 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 additional ON Charges (which can be one-time as well as recurring) 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

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before Nucleus Connect proceeds to incur such ON Charges, and such agreement shall not be unreasonably delayed or withheld by each Party.

PARAGRAPH 5.3 – MODIFICATION REQUIRED

5.3 Notwithstanding paragraph 5.2, in situations whereby due to requirements imposed by data centre operators or other third party premises' owners, management or operators, Nucleus Connect needs to incur charges ~~or fees~~ (which can be one-time as well as recurring, including without limitation cabling charges, rack rental charges and power supply charges) in order to acquire and/or maintain access to data centres or third party premises in connection with the provision of the Basic Mandated Services. Accordingly, Nucleus Connect shall be entitled to pass a pro-rated share of such charges to impose on the Contracting QP such Charges as published in connection with the said acquisition or maintenance of access to such data centres or third party premises, on the RSP Portal, following terms:

- (a) Nucleus Connect shall endeavour to apportion such charges fairly among all actual or potential Contracting QPs which will or may require access to such data centres or third party premises, that no single customer of Nucleus Connect (including the Contracting QP) would have to bear the full costs of the access;
- (b) Nucleus Connect shall seek the Contracting QP's agreement before on-passing its share of such charges (such agreement not to be unreasonably withheld or delayed); and
- (c) for the avoidance of doubt, for those charges that are recovered under paragraph 5.2, Nucleus Connect shall not recover them again under paragraph 5.3.

IDA Directed Modifications: IDA understands that the intent of the proposed Paragraph 5.3 is to allow Nucleus Connect to apportion the costs for gaining or maintaining access to certain third party premises (including data centre) amongst the Contracting QPs who require Nucleus Connect's service to these premises. However, the current drafting does not explicitly capture the intent.

As commented by the industry, IDA agrees that Nucleus Connect should also propose a fair mechanism to apportion such charges amongst all Contracting QPs who acquire services from Nucleus Connect at the data centres or third party Premises.

In line with the approach related to third party charges, Nucleus Connect must first seek the Contracting QPs' agreement on such third party charges before Nucleus Connect proceeds to incur and passes on the third party charges.

IDA also notes that it is unclear that the charges under Paragraph 5.2 would be separate from the charges under Paragraph 5.3. In this regard, there is merit for Nucleus Connect to clarify that for charges already recovered under Paragraph 5.2, Nucleus Connect shall not recover them again under Paragraph 5.3.

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Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 5.3 to clarify: (a) the intention of the paragraph; (b) that the apportionment approach taken by Nucleus Connect would be fair to all Contracting QPs; (c) that Nucleus Connect would seek the Contracting QP's agreement before incurring and on-passing the third party charges; and (d) that for charges already recovered under Paragraph 5.2, Nucleus Connect shall not recover them again under Paragraph 5.3.

5.4 Save as stated in the applicable Service Schedules, the term of each activated Basic Mandated Service shall be for a Minimum Term of twelve (12) months. Each activated Basic Mandated Services shall continue for the entire Minimum Term until it is Deactivated in accordance with:

- (a) these General Service Terms and Conditions; and/or
- (b) the Master ICO Agreement.

5.5 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,

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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.

- 5.6 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:

PARAGRAPH 5.6(A) – MODIFICATION REQUIRED

- (a) where Nucleus Connect is unable to procure fibre to the relevant building or premises from OpenNet and such inability to procure fibre is not due to Nucleus Connect's fault;

IDA Directed Modifications: The industry opined that Nucleus Connect not being able to procure fibre from OpenNet could be due to many reasons other than OpenNet not being able to provide fibre coverage to the relevant building or Premises. For example, Nucleus Connect may be in breach of its own agreement with OpenNet. There is therefore a need to make clear the above. IDA agrees with the industry and is of the view that Nucleus Connect should only be entitled to reject a Contracting QP's order where Nucleus Connect is unable to procure fibre from OpenNet to the relevant buildings or premises only through no fault of Nucleus Connect. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 5.6(a) to clarify the above.

- (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;

PARAGRAPH 5.6(D) – MODIFICATION REQUIRED

- (d) where the building/home owner, building management or End-User at the relevant premises obstructs or prohibits the performance by Nucleus Connect of the relevant and necessary works for the purpose of provisioning such Basic Mandated Services; despite Nucleus Connect using its best efforts to expeditiously remedy such obstruction or prohibition; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to expeditiously remedy such obstruction or prohibition, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from OpenNet, Nucleus Connect will provide such evidence only upon receiving the same from OpenNet;

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IDA Directed Modifications: *An industry respondent commented that Nucleus Connect should also commit that it will use its best endeavours to resolve any obstruction or prohibition to the relevant premises which may adversely affect Nucleus Connect's delivery of its Basic Mandated Services to its Contracting QPs. IDA agrees that where Nucleus Connect has to deal with building access, it should use its best endeavour to resolve such obstruction and prohibition. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 5.6(d) to effect the above.*

- (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) the equipment or services that the Contracting QP proposes to use or provide interfere with, or cause deterioration to services supplied by Nucleus Connect;
- (i) 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, that Nucleus Connect needs to incur in order to provision the relevant Basic Mandated Service;

PARAGRAPH 5.6(J) – MODIFICATION REQUIRED

- (j) where Nucleus Connect and the Contracting QP fails or refuses are not able to pay Nucleus Connect the Charges published agree on the RSP Portal as referred charges to in be on-passed to the Contracting QP, pursuant to paragraph 5.3, that Nucleus Connect needs to incur in order to provision the relevant Basic Mandated Service; and

IDA Directed Modifications: *IDA refers Nucleus Connect to the IDA Directed Modifications to Paragraph 5.3. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, the necessary consequential modifications to Paragraph 5.6(j).*

- (k) where the Prescribed SAPs do not apply and where Nucleus Connect and the Contracting QP cannot agree on an RFS Date pursuant to paragraph 4 or 5 of Appendix 1,

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

5.7 If any of the events in paragraph 5.6 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

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Basic Mandated Services for the Contracting QP, the ON Charges, except those ON Charges which would be subject to paragraph 5.7(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;
- (iii) any other third party charges, OpenNet's charges and/or ON Charges agreed pursuant to paragraph 5.2 or 6.3 which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur; and

PARAGRAPH 5.7(A)(IV) – MODIFICATION REQUIRED

- (iv) such Charges as would any charges agreed to be imposed on- passed to the Contracting QP pursuant to paragraph 5.3 or 6.4 which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur; and

IDA Directed Modifications: IDA refers Nucleus Connect to the IDA Directed Modifications to Paragraph 5.3. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, the necessary consequential modifications to Paragraph 5.7(a)(iv).

PARAGRAPH 5.7(B) – MODIFICATION REQUIRED

- (b) in the case of paragraph 5.6(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, building management or End-User as a consequence thereof; except where such claims or legal proceedings are caused by the deliberate or wilful breach or negligence of Nucleus Connect and/or its contractors.

IDA Directed Modifications: An industry respondent commented that the Contracting QP shall not be required to indemnify Nucleus Connect for any claims or legal proceedings which are brought or threatened against Nucleus Connect where the claims or legal proceedings are caused by the deliberate or wilful breach or negligence of Nucleus Connect including its contractors. IDA agrees with the comment. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 5.7(b) to effect the above.

5.8 If there is a delay during the provisioning of a Basic Mandated Service, Nucleus Connect will notify the Contracting QP of the reasons for the delay and the estimated/revised timeframe required to complete the provisioning; provided that where the delay is due to OpenNet, Nucleus Connect will promptly make available such information to the Contracting QP only upon receiving the same from OpenNet. Such notification may be made by way of publication on the RSP Portal.

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 Subject to paragraph 6.4, 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.

PARAGRAPH 6.4 – MODIFICATION REQUIRED

- 6.4 6.4 Notwithstanding paragraph 6.3, in situations whereby due to requirements imposed by data centre operators or other third party premises' owners, management or operators, Nucleus Connect needs to incur charges ~~or fees~~ (which can be one-time as well as recurring, including without limitation cabling charges, rack rental charges and power supply charges) in order to acquire and/or maintain access to data centres or third party premises in connection with the provision and activation of any Modification. Accordingly, Nucleus Connect shall ~~be entitled to pass a pro-rated share of such charges to impose on~~ the Contracting QP ~~such Charges as published in connection with the said acquisition or maintenance of access to such data centres or third party premises~~, on the ~~RSP Portal~~ following terms:
- (a) Nucleus Connect shall endeavour to apportion such charges fairly among all actual or potential Contracting QPs which will or may require access to such data centres or third party premises, that no single customer of Nucleus Connect (including the Contracting QP) would have to bear the full costs of the access;
- (b) Nucleus Connect shall seek the Contracting QP's agreement before on-passing its share of such charges (such agreement not to be unreasonably withheld or delayed); and
- (c) for the avoidance of doubt, for those charges that are recovered under paragraph 6.3, Nucleus Connect shall not recover them again under Paragraph 6.4.

IDA Directed Modifications: *IDA refers Nucleus Connect to the IDA Directed Modifications to Paragraph 5.3. IDA directs Nucleus Connect to propose, for IDA's approval, similar modifications to Paragraph 6.4 to clarify: (a) the intention of the paragraph; (b) that the apportionment approach taken by Nucleus Connect would be fair to all Contracting QPs;*

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(c) that Nucleus Connect would seek the Contracting QP's agreement before incurring and on-passing the third party charges; and (d) that for charges already recovered under Paragraph 6.3, Nucleus Connect shall not recover them again under Paragraph 6.4.

6.5 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.

6.6 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, that Nucleus Connect needs to incur in order to provision such Modification;

PARAGRAPH 6.6(B) – MODIFICATION REQUIRED

- (b) where Nucleus Connect and the Contracting QP fails or refuses are not able to pay Nucleus Connect the Charges published agree on the RSP Portal as referred charges to in be on-passed to the Contracting QP, pursuant to paragraph 6.4, that Nucleus Connect needs to incur in order to provision such Modification; and

IDA Directed Modifications: IDA refers Nucleus Connect to the IDA Directed Modifications to Paragraph 6.4. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, necessary consequential modifications to Paragraph 6.6(b).

- (c) where the Prescribed SAPs do not apply and where Nucleus Connect and the Contracting QP cannot agree on an RFS Date pursuant to paragraph 4 or 5 of Appendix 1,

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

7. RELOCATION

7.1 Save as expressly stated in paragraph paragraphs 7.2 and 14, the Contracting QP shall not be entitled to request the relocation of any Basic Mandated Service being provided to it. Save as expressly stated in paragraph 7.2, 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 7.1, "relocation" means any changes to installation address and/or 1st TP.

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- 7.2 (a) The provisions of this paragraph 7.2 shall apply to Residential Per-End-User Connections and Non-Residential Per-End-User Connections only.
- (b) The Contracting QP may request to relocate the Residential Per-End-User Connection (or as the case may be, the Non-Residential Per-End-User Connection) for an End-User to the End-User's new or other residential address of the same type (or as the case may be, the End-User's new or other non-residential address of the same type) giving, amongst others, the following information:
- (i) the service identifier of existing Residential Per-End-User Connection (or as the case may be, existing Non-Residential Per-End-User Connection) at the former residential premises (or as the case may be, former non-residential premises);
 - (ii) the service activate date at new residential premises (or as the case may be, new non-residential premises);
 - (iii) all applicable supporting documents evidencing the request for Relocation is at the request of or for the benefit of one End-User; and
 - (iv) such other information and/or documents as may be required by OpenNet from time to time.
- (c) (i) Subject always to these General Service Terms and Conditions and the Service Schedule for Residential Per-End-User Connection, Nucleus Connect shall provide the Relocation Service by installing (where applicable) and activating a new Residential Per-End-User Connection at the new Residential Premises in accordance with paragraphs 4 and 5, followed by Deactivation of the existing Residential Per-End-User Connection at the former premises. No Early Termination Charge will apply to the Deactivation of the existing Residential Per-End-User Connection. The expiry date of the Minimum Term which will be computed from the initial Order remains unchanged.

PARAGRAPH 7.2(C)(II) – MODIFICATION REQUIRED

- (ii) Subject always to these General Service Terms and Conditions and the Service Schedule for Non-Residential Per-End-User Connection, Nucleus Connect shall provide the Relocation Service by installing (where applicable) and activating a new Non-Residential Per-End-User Connection at the new Non-Residential Premises in accordance with paragraphs 4 and 5, followed by Deactivation of the existing Non-Residential Per-End-User Connection at the former premises. No Early Termination Charge will apply to the Deactivation of the existing Non-Residential Per-End-User Connection. The expiry date of the Minimum Term which will be computed from the initial Order remains unchanged.

IDA Directed Modifications: IDA notes that Nucleus Connect has made an editorial error and the term “Residential Premises” after the phrase “...and activating a new Non-Residential Per-End-User Connection at the new” should be replaced with “Non-Residential Premises”. Accordingly, IDA directs Nucleus Connect to make the necessary modifications to Paragraph 7.2(c)(ii) to correct the error.

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- (d) For the avoidance of doubt, each request for Relocation Service shall constitute one (1) Order for Residential Per-End-User Connection (or as the case may be, Non-Residential Per-End-User Connection), which must fall within the Request Quota.
- (e)
 - (i) The Contracting QP shall pay the applicable Charges for every request for Relocation of Residential Per-End-User Connection which includes the following Charges in accordance with the Service Schedule for Residential Per-End-User Connection:
 - (1) Installation Charges in respect of the new Residential Per-End-User Connection.
 - (2) Deactivation Charges in respect of the Deactivation of the existing Residential Per-End-User Connection.

A Cancellation Charge equal to the Cancellation Charge as set out in the Service Schedule for Residential Per-End-User Connection shall be applicable if the Contracting QP cancels the request for Relocation Service after acceptance by Nucleus Connect. A change in the address of the End-User's new residential premises shall constitute a cancellation.
 - (ii) The Contracting QP shall pay the applicable Charges for every request for Relocation of Non-Residential Per-End-User Connection which includes the following Charges in accordance with the Service Schedule for Non-Residential Per-End-User Connection:
 - (1) Installation Charges in respect of the new Non-Residential Per-End-User Connection.
 - (2) Deactivation Charges in respect of the Deactivation of the existing Non-Residential Per-End-User Connection.

PARAGRAPH 7.2(E)(II) – MODIFICATION REQUIRED

A Cancellation Charge equal to the Cancellation Charge as set out in the Service Schedule for Non-Residential Per-End-User Connection shall be applicable if the Contracting QP cancels the request for Relocation Service after acceptance by Nucleus Connect. A change in the address of the End-User's new non-residential premises shall constitute a cancellation.

IDA Directed Modifications: IDA notes that Nucleus Connect has made editorial errors and the terms “Residential” and “residential” should be replaced with “Non-Residential” and “non-residential” respectively. Accordingly, IDA directs Nucleus Connect to make the necessary modifications to correct these errors.

8. DEACTIVATION

PARAGRAPH 8.1 – MODIFICATION REQUIRED

- 8.1 Subject to paragraph 8.2, the Contracting QP may Deactivate a Basic Mandated Service by submitting a Deactivation Order in accordance with paragraph 2. ~~Where applicable, Nucleus Connect will require the Contracting QP to arrange for an~~

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~~appointment for the collection of NC Equipment at the relevant End-User premises.~~
The periods for the Deactivation of the Basic Mandated Services are as set out below.

<u>Type of Basic Mandated Services</u>	<u>Service Deactivation Period (from Service Deactivation Start Date)</u>
<u>i. Residential Per-End-User Connection</u> <u>ii. Non-Residential Per-End-User Connection</u> <u>iii. L2 VPN Service</u> <u>iv. L3 VPN Service</u> <u>v. E-LAN Service</u>	1 Business Day <u>Where Nucleus Connect does not require the collection of NC Equipment, the Service Deactivation Start Date means the date of Nucleus Connect's receipt of the Deactivation Order.</u> <u>Where Nucleus Connect requires the collection of NC Equipment, the Service Deactivation Start Date means the date on which NC Equipment is successfully collected by or returned to Nucleus Connect. Where failure to collect the NC Equipment is due to Nucleus Connect's fault, then the appointment date for the collection of the NC Equipment shall be the Service Deactivation Start Date.</u>

<u>Type of Basic Mandated Services</u>	<u>Service Deactivation Period (from Service Deactivation Start Date)</u>
<u>i. QP-EVPL Service Port</u> <u>ii. AG-EVC</u> <u>iii. PB-EVC</u> <u>iv. NBAP Per-User Connection</u> <u>v. L2 VPN Service (NBAP Service Port)</u> <u>vi. L3 VPN Service (NBAP Service Port)</u> <u>vii. E-LAN Service (NBAP)</u>	35 Business Days <u>The Service Deactivation Start Date means the date of Nucleus Connect's receipt of the Deactivation Order.</u>

In the event of the Deactivation of a Basic Mandated Service:

- (a) Nucleus Connect shall immediately notify the Contracting QP whether Nucleus Connect intends to retrieve any and all NC Equipment (which is used in connection with the Deactivated Basic Mandated Service) installed at the relevant End-Users' Sites;
- (b) if Nucleus Connect intends to retrieve the said NC Equipment, the Contracting QP shall (within seven (7) Business Days of the submission of the Deactivation Order or such period of time as may be agreed between the Parties in writing) arrange appointments with the End-Users for the purposes

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of enabling Nucleus Connect to retrieve the said NC Equipment from the End-Users' Sites. The said appointment times shall be mutually agreed between the Parties taking into consideration the availability of the End-Users; such agreement not to be unreasonably withheld or delayed.

The Contracting QP shall (its own costs) facilitate Nucleus Connect's entry into the End-Users' Sites during the said appointed times, in accordance with Clause 8.4(b) of the main body of the Master ICO Agreement.

(c) If Nucleus Connect (through no fault on its part) is unable to acquire access to any End-User Site on the first said appointed time to retrieve the said NC Equipment, the Contracting QP shall promptly schedule another appointment ("second said appointment") for the retrieval. The second said appointment shall be within one calendar week from the first appointment. In the event that the Contracting QP fails or refuses to schedule the second said appointment promptly or Nucleus Connect is still unable to acquire access to the End-User Site on the second said appointment to retrieve the said NC Equipment, Nucleus Connect shall be entitled to regard the said NC Equipment as lost and impose on the Contracting QP the replacement costs of the said NC Equipment in accordance with sub-paragraph (d) below;

(d) if the Contracting QP wishes to retrieve the any NC Equipment (which is used in connection with the Deactivated Basic Mandated Service) installed at the relevant End-Users' Sites, the Contracting QP shall seek Nucleus Connect's prior written consent thereof and the Parties shall agree on the necessary arrangements for doing so (such agreement not to be unreasonably withheld). In the event that Nucleus Connect agrees to the Contracting QP retrieving any NC Equipment, the Contracting QP shall not be liable for any collection charge (where applicable) from Nucleus Connect in respect of that NC Equipment if the Contracting QP has retrieved and returned the same to Nucleus Connect; and

(e) if any NC Equipment (which is used in connection with the Deactivated Basic Mandated Service) is lost or damaged, Nucleus Connect is unable to retrieve the said NC Equipment from the End-Users' Sites in accordance with sub-paragraph (b) above or (as the case may be) the Contracting Party fails to retrieve and return the said NC Equipment to Nucleus Connect in accordance with sub-paragraph (c) above, Nucleus Connect shall be entitled to impose on the Contracting QP the replacement costs of the said NC Equipment; Provided That Nucleus Connect shall not be entitled to impose any such replacement costs for:

(i) any damage to the said NC Equipment arising from reasonable fair and wear; and/or

(ii) (in the case of Nucleus Connect being the party responsible for retrieving the said NC Equipment from the End-Users' Sites in accordance with sub-paragraph (b) above) any loss or damage to the said NC Equipment if Nucleus Connect fails to retrieve the said NC Equipment during the said appointed times due to its fault.

IDA Directed Modification: One industry respondent commented that the deactivation of the Basic Mandated Services can be performed remotely by Nucleus Connect without the need for the retrieval of the NC Equipment by Nucleus Connect. Hence, the Service Deactivation Period for the Residential Per-End-User Connection service, Non-Residential Per-End-User Connection service, L2 VPN Service, L3 VPN Service and E-LAN Service should always be one (1) Business Day from the date of

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Nucleus Connect's receipt of the Deactivation Order. IDA agrees with the industry respondent's comment that there is no technical reason to tie the deactivation of the Basic Mandated Services to the retrieval of the NC Equipment. IDA further notes that Nucleus Connect's interest (in terms of the NC Equipment) is already addressed in Clause 8.5 of the Master ICO Agreement. In the absence of any compelling reason, IDA agrees with the industry that it should be possible to deactivate the service by no later than one (1) Business Day from the date of receipt of the Deactivation Order. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 8.1 to: (a) delink the deactivation of the Basic Mandated Services from the retrieval of NC Equipment; and (b) state that the Service Deactivation Period for the Residential Per-End-User Connection service, Non-Residential Per-End-User Connection service, L2 VPN Service, L3 VPN Service and E-LAN Service should always be one (1) Business Day (unless Nucleus Connect can justify otherwise) from the date of Nucleus Connect's receipt of the Deactivation Order .

Type of Basic Mandated Services	Service Deactivation Period (from Service Deactivation Start Date)
i. Residential Per-End-User Connection	1 Business Day
ii. Non-Residential Per-End-User Connection	Where Nucleus Connect does not require the collection of NC Equipment, the Service Deactivation Start Date means the date of Nucleus Connect's receipt of the Deactivation Order.
iii. L2 VPN Service	
iv. L3 VPN Service	Where Nucleus Connect requires the collection of NC Equipment, the Service Deactivation Start Date means the date on which NC Equipment is successfully collected by or returned to Nucleus Connect.
v. E-LAN Service	

Type of Basic Mandated Services	Service Deactivation Period (from Service Deactivation Start Date)
i. QP-EVPL Service Port	35 Business Days
ii. AG-EVC	The Service Deactivation Start Date means the date of Nucleus Connect's receipt of the Deactivation Order.
iii. PB-EVC	
iv. NBAP Per-User Connection	
v. L2 VPN Service (NBAP Service Port)	
vi. L3 VPN Service (NBAP Service Port)	

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vii. E-LAN Service (NBAP)	
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- 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 In connection with the Deactivation of any Connection, if Nucleus Connect receives any request from the Contracting QP for Removal, Nucleus Connect will check if the Termination Point is in use by any party. Nucleus Connect will reject the request if the Termination Point is in use, otherwise Nucleus Connect shall perform such Removal which shall not include removal of any part of NetCo Network or Nucleus Connect's Network, surface trunking and/or Termination Point that are concealed either by a false ceiling, within any furniture or rendered inaccessible. The Contracting QP shall render all necessary assistance for the purposes of obtaining the relevant approvals or consents from the relevant building owner or authorities such that Nucleus Connect and/or its contractors have ease of access to perform such Removal. The Parties shall cooperate in good faith to secure the approvals or consents. Nucleus Connect shall not be responsible or liable for moving and/or shifting of any furniture or items at the relevant premises, re-plastering of the wall, performing any painting works and/or reinstating the wall and/or other fittings accordingly. The Contracting QP shall bear all applicable ON Charges and other third party charges for the Removal.
- 8.4 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 efforts to ensure that the Platform and the Fault Management Hotline are available to the Contracting QP on a 24 by 7 basis.

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- 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.

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- 9.10 If the actual MTTR for a particular month (the “**Relevant Month**”) is more than the MTTR specified in paragraphs ~~9.9(a)~~~~9.9(a)~~ and ~~9.9(b)~~~~9.9(b)~~, and subject to paragraphs ~~9.119-11~~ and ~~9.139-13~~, 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 ~~9.109-10~~, 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) where 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, software, wiring and/or cabling owned or operated by or on behalf of the Contracting QP;

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- (c) the restoration of the Affected Connection where any site coordinating meeting, joint investigation meeting or fault identification coordination meeting is involved, except where (i) the fault is due to Nucleus Connect and (ii) the Contracting QP has not contributed to any delay in setting up the meeting. Notwithstanding the aforesaid, in determining whether or not Nucleus Connect has met the MTTR, the time taken from the start of arranging any site-coordination meeting, joint investigation meeting or fault identification coordination meeting up to the conclusion of the meeting, shall be always excluded;

PARAGRAPH 9.13(D) – MODIFICATION REQUIRED

- (d) where permission to access the premises or building to provision the required service is denied or delayed by End-User or building management/owner despite Nucleus Connect using its best efforts to expeditiously remedy such denial or delay; provided that in the event that the Contracting QP raises a dispute as to ~~the veracity regarding whether or not Nucleus Connect has used its best efforts to expeditiously remedy~~ such denial or delay, Nucleus Connect will provide evidence ~~of the same that it has used such best efforts and provided further that where such evidence is to be obtained from OpenNet, Nucleus Connect will provide such evidence only~~ upon receiving ~~such evidence the same~~ from OpenNet;

IDA Directed Modifications: IDA is of the view that Nucleus Connect may be faced with building access issues in the process of provisioning its service to the premises. In this regard, it is not unreasonable to expect Nucleus Connect to also use its best effort to get such access permission and to provide the necessary evidence to the Contracting QP to show that Nucleus Connect has used its best efforts to get such access permission to the building. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 9.13(d) to give effect to the above requirement.

- (e) (without prejudice to sub-paragraph (d) above) Nucleus Connect is unable to obtain or maintain any licence or permission necessary to the restoration of the Affected Connection despite using its best efforts to obtain expeditiously or maintain such licence or permission. Notwithstanding the aforesaid, in determining whether or not Nucleus Connect has met the MTTR, the time taken by Nucleus Connect to obtain or maintain such licence or permission shall be always excluded; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to obtain or maintain such licence or permission, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from OpenNet, Nucleus Connect will provide such evidence only upon receiving the same from OpenNet;
- (f) where Nucleus Connect has difficulty accessing or working in the building or End-User's Premises due to such building or Premises being inaccessible, in unsafe working condition or in any other inadequate or deficient state despite using its best efforts to expeditiously remedy such difficulties; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to expeditiously remedy such difficulties, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from OpenNet, Nucleus Connect will provide such evidence only upon receiving the same from OpenNet;

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- (g) the Fault is due to the equipment and/or software used by the Contracting QP or End-User to implement, receive or use the Basic Mandated Services;

PARAGRAPH 9.13(H) – DELETION REQUIRED

~~(h) for the period that Nucleus Connect's access to the relevant premises is hampered, excluded or prohibited;~~

IDA Directed Modifications: IDA is of the view that the intent in Paragraph 9.13(h) has already been captured under Paragraphs 9.13(d) and 9.13(f). Accordingly, IDA directs Nucleus Connect to delete Paragraph 9.13(h) in its entirety.

PARAGRAPH 9.13(I) – MODIFICATION REQUIRED

- ~~(h)~~ the service unavailability is due to a planned network maintenance between Nucleus Connect and OpenNet; and the Contracting QP has been informed of any scheduled service interruption in accordance with Clause 5.5 of the main body of the Master ICO Agreement;

IDA Directed Modifications: An industry respondent commented that unless Nucleus Connect provides prior notification to Contracting QPs of the planned network maintenance, Contracting QPs should be entitled to claim compensation for service unavailability due to the scheduled maintenance. IDA agrees that it is reasonable to only exempt Nucleus Connect from paying compensation if Nucleus Connect has provided prior notification of such planned network maintenance in accordance with Clause 5.5 of the Master ICO Agreement. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 9.13(i) to give effect to the above requirement. For example, Nucleus Connect may insert the phrase "and the Contracting QP has been informed of the planned network maintenance in accordance with Clause 5.5 of the Master ICO Agreement." at the end of Paragraph 9.13(i).

- (j) 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

- (k) notwithstanding sub-paragraph (j) 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)9.9(a)~~ and ~~9.9(b)9.9(b)~~.

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

PARAGRAPH 9.16 - MODIFICATION REQUIRED

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9.16 For the avoidance, the provisions of paragraph 9.9 to 9.15 shall apply to ~~Non-Residential Per-End-User Connections and NBAP Per-End-User Connections~~the following Basic Mandated Services with Minimum Term of one (1) month—;

(a) Non-Residential Per-End-User Connections;

(b) NBAP Per-End-User Connections;

(c) any L2 VPN Service which will be delivered through a Non-Residential Service Port or NBAP Service Port;

(d) any L3 VPN Service which will be delivered through a Non-Residential Service Port or NBAP Service Port; and

(e) any E-LAN Service which will be delivered through a Non-Residential Service Port or NBAP Service Port.

IDA Directed Modifications: IDA notes that managed services (e.g., L2 VPN Service, L3 VPN Service and E-LAN Service) with ports located in Non-Residential Premises and NBAPs could also have a minimum term of one (1) month and have not been included in Paragraph 9.16. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 9.16 to clarify that the provisions of Paragraphs 9.9 to 9.15 shall also apply to the above-mentioned managed services with the minimal term of one (1) month.

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10. SERVICE LEVELS

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

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.

12. RECLASSIFICATION OF RESIDENTIAL PREMISES AND NON-RESIDENTIAL PREMISES

The Contracting QP may request for reclassification of premises in accordance with Appendix 4.

13. ENQUIRY ABOUT NON-RESIDENTIAL PREMISES AND NBAP

Some locations within a Non-Residential Building is classified by OpenNet as an NBAP instead of a Non-Residential Premises. If the Contracting QP is in doubt whether a requested location is a Non-Residential Premises or an NBAP, the Contracting QP shall first refer to the classification guidelines which are published on OpenNet's public website. If the Contracting QP has further doubts, it may submit its request to Nucleus Connect by way of email to orderdesk@nucleusconnect.com (and/or such other email address as Nucleus Connect may notify the Contracting QP from time to time) with the following documents/information:

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- (a) photographs of the requested location;
- (b) proposed location of the Termination Point; and
- (c) such other information or document which may be requested by Nucleus Connect.

Nucleus Connect shall respond to the Contracting QP on the classification of the requested location within five (5) Business Days of Nucleus Connect's receipt of the Contracting QP's said request and the above documents/information, subject to OpenNet's quota for processing requests for classifying whether a location is Non-Residential Premises or an NBAP.

14. RELOCATION OR REPAIR AND REPLACEMENT OF TERMINATION POINT WITHIN SAME RESIDENTIAL PREMISES OR NON-RESIDENTIAL PREMISES

14.1 If the Contracting QP has subscribed to an activated Connection at a Residential Premises or Non-Residential Premises, it may request (via Nucleus Connect) for OpenNet to relocate or repair and replace the Termination Point (in relation to that activated Connection) within the said Residential Premises (or the case may be, the said Non-Residential Premises). The Contracting QP may submit the said request to Nucleus Connect by way of email to orderdesk@nucleusconnect.com (and/or such other email address as Nucleus Connect may notify the Contracting QP from time to time) with the following documents/information:

- (a) the service identifier (issued by Nucleus Connect) of that activated Connection; and
- (b) such other information or document which may be requested by Nucleus Connect.

14.2 Upon Nucleus Connect's receipt of the Contracting QP's said request and the above documents/information, OpenNet shall proceed to perform such relocation or repair and replacement of the Termination Point. For relocation of Termination Point, it shall not include removal of any part of NetCo Network surface trunking and/or Termination Point that are concealed either by a false ceiling, within any furniture or rendered inaccessible. The Contracting QP shall render all necessary assistance for the purposes of obtaining the relevant approvals or consents from the relevant End-User, building owner or authorities such that OpenNet and/or its contractors have ease of access to perform such relocation or repair and replacement of the Termination Point. The Parties shall cooperate in good faith to secure the approvals or consents. Nucleus Connect and/or OpenNet shall not be responsible or liable for moving and/or shifting of any furniture or items at the relevant premises, re-plastering of the wall, performing any painting works and/or reinstating the wall and/or other fittings accordingly. The Contracting QP shall bear all applicable ON Charges and other third party charges for relocation or repair and replacement of the Termination Point.

15. GENERAL TERMS AND CONDITIONS

15.1 Except to the extent strictly necessary for the Contracting QP to accurately describe the service to its actual or potential Customers, the Contracting QP shall not use Nucleus Connect's name, any Nucleus Connect's trademarks or the fact that any service is supplied using Nucleus Connect's Network or the NetCo Network in promoting the Contracting QP's service.

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- | ~~1315~~.2 Either Party shall cooperate in good faith with the other Party and take reasonable measures to ensure that there is no interference with or deterioration to Nucleus Connect's existing services or those of a third party (including OpenNet) as a result of the Contracting QP's use of the Basic Mandated Services.
- | ~~1315~~.3 The Contracting QP shall be responsible to its Customers for all aspects of the Contracting QP's services including, without limitation, the operations and maintenance of the Contracting QP's services.
- | ~~1315~~.4 Nothing in the ICO Agreement vests in the Contracting QP any right, title or proprietary interest in the optical fibre cable, equipment, software or facilities forming part of the Basic Mandated Services.
- | ~~1315~~.5 Onsite charges shall be applicable whenever the Contracting QP requests Nucleus Connect to be onsite other than for provisioning of the Basic Mandated Services or for reasons caused by Nucleus Connect's fault or error.
- | ~~1315~~.6 The Contracting QP shall not, and shall ensure that its employees, agents and contractors shall not, at any time access Nucleus Connect's FDF at NC CO and Building MDF Room, the FTTB Node and the Distribution Point.

| ~~1416~~. CONSEQUENCES OF DEACTIVATION / TERMINATION

- | ~~1416~~.1 In the event of the Deactivation or termination of a Basic Mandated Service:

| (including, for the avoidance of doubt, the Deactivation or termination of a Connection):

- | (a) the Deactivated/terminated Basic Mandated Service provided to and all rights conferred on the Contracting QP with respect to the Deactivated/terminated Basic Mandated Service shall immediately terminate, upon which the Contracting QP shall cease to access and use the Deactivated/terminated Basic Mandated Service;

PARAGRAPH 14.1(B) – MODIFICATION REQUIRED

- | (b) all sums due, accrued or payable to each Party with respect to the Deactivated/terminated Basic Mandated Service up to the date of Deactivation or termination and all sums due or payable to each Party with respect to the Deactivated/terminated Basic Mandated Service shall upon Deactivation or termination become immediately due and payable to that Party, including any Early Termination Charges and/or disconnection costs for the Deactivated/terminated Basic Mandated Service that is terminated as a result of such Deactivation or termination as follows:

IDA Directed Modifications: IDA agrees that it would be reasonable for Nucleus Connect to immediately call upon the Contracting QP to make payment only where the Contracting QP is no longer required to make any further payment to Nucleus Connect upon the termination of a service (e.g., Contracting QP has no other outstanding services with Nucleus Connect after the specific termination). For other situations, payment should still follow the stipulated billing cycle. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 14.1(b) to give effect to the above requirement.

PARAGRAPH 14.1(B)(I) – MODIFICATION REQUIRED

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- (i) where the Deactivated/terminated Basic Mandated Service is terminated within its Minimum Term, the Contracting QP will pay an Early Termination Charge of a sum equivalent to the prevailing Charges payable for the Deactivated/terminated Basic Mandated Service as at the date of Deactivation or termination for the remaining period of the Minimum Term; and

IDA Directed Modifications: One industry respondent commented that it is not clear from Paragraph 14.1(b)(i) that the Early Termination Charge will not apply in cases where the Deactivation or termination of a Basic Mandated Service within the Minimum Term is due to a relocation of service (from one premises to another premises). IDA agrees that there is merit to clarify the above. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 14.1(b)(i) to give effect to the above requirement.

NC Comment: Nucleus Connect support for Relocation is available only for those Basic Mandated Services as set out in para 7.2. NC will amend para 7.2 that Deactivation due to Relocation for Residential and Non-Residential Per-End-User Connect will not have Early Termination Charge

- (ii) the amount of disconnection charges payable by the Contracting QP will be computed based on the extent of recovery or disconnection works that are required to be carried out pursuant to paragraph 14.16.2 (apart from fibre recovery) and on a cost oriented basis,

provided that the Contracting QP shall not be liable for:

- (1) the costs of the removal of Patching Services and reinstatement of site, where such Deactivation or termination is due to Nucleus Connect's fault; and
- (2) Early Termination Charges referred to in sub-paragraph (i) above, unless such Deactivation or termination is due to the Contracting QP's fault;

PARAGRAPH 14.1(C) – MODIFICATION REQUIRED

- (c) each Party shall, without undue delay, disconnect, remove and/or dispose, at its own cost, all of the equipment, facilities, plant and other property used by such Party under the ICO Agreement in connection with the Deactivated/terminated Basic Mandated Service only and which are located on the other Party's premises; and

IDA Directed Modifications: IDA notes that while a Contracting QP may terminate a specific Basic Mandated Service, it may still require such equipment, facilities, plant or other property for its other services procured from Nucleus Connect. In this regard, it is only reasonable to require each Party to disconnect, remove and/or dispose the above equipment, facilities, plant or other property if the Party no longer requires them. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 14.1(c) to give effect to the above requirement.

PARAGRAPH 14.1(D) – MODIFICATION REQUIRED

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- (d) the ~~Contracting QP provisions of paragraph 8.1~~ shall ~~(at its own costs) (i) retrieve and return to Nucleus Connect~~ apply to all NC Equipment installed at the relevant End-User premises ~~Users' Sites~~ in connection with the ~~Deactivated/terminated Basic Mandated Service or (ii) arrange for an appointment for Nucleus Connect's collection of such NC Equipment from the End-User premises.~~ If the NC Equipment is lost, damaged or (as the case may be) Nucleus Connect is unable to collect the NC Equipment from the End-User premises, Nucleus Connect shall be entitled to impose on the Contracting QP the replacement costs of the NC Equipment.

IDA Directed Modifications: IDA refers Nucleus Connect to paragraph 13 of the Explanatory Memorandum. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 14.1(d) to clarify that the above paragraph will not apply to the day-to-day deactivation of service (where the ICO remains valid).

IDA also refers Nucleus Connect to paragraphs 15 and 16 of the Explanatory Memorandum. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 14.1(d) in the manner specified therein.

PARAGRAPH 14.2 – MODIFICATION REQUIRED

- ~~1416.2~~ If the Contracting QP does not, within thirty (30) days after the date of Deactivation or termination of the Basic Mandated Service, disconnect, remove and/or dispose its equipment, facilities, plant and other property from Nucleus Connect's premises pursuant to and in accordance with paragraph ~~1416.1(c)~~, Nucleus Connect may (but shall not be obliged to) do so and shall be entitled to charge the Contracting QP for Nucleus Connect's reasonable costs for such disconnection, removal and/or disposal.

IDA Directed Modifications: IDA refers Nucleus Connect to IDA's Directed Modifications to Paragraph 14.1(c). Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, the necessary consequential modifications to Paragraph 14.2.

- ~~1416.3~~ The Deactivation or termination of any Basic Mandated Service shall not operate as a waiver of any breach by either Party of any of the provisions of the ICO Agreement or any part thereof, and shall be without prejudice to any rights, liabilities or obligations of either Party which have accrued up to the date of such Deactivation or termination and any further rights, reliefs or remedies available to either Party caused by such Deactivation or termination, including Nucleus Connect's right to Early Termination Charges.
- ~~1416.4~~ The Contracting QP shall observe such procedures as may be prescribed by Nucleus Connect from time to time when disconnecting or recovering any of the Contracting QP's equipment, facilities, plant and other property from Nucleus Connect's premises.

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**"). The Prescribed SAPs shall comprise the Standard SAP or (if applicable) Express SAP as set out in paragraphs 2 and 3 of this Appendix 1. In the absence of the events set out in paragraph 5 of this Appendix 1 and subject to the terms and conditions 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:

Standard SAP

Type of Connection	Standard 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; <u>(exclude EPL-Gigabit Connection);</u> ii. L3 VPN Service; and iii. E-LAN Service, where the Connection provided is delivered through a Residential Service Port	6 Business Days
i. L2 VPN Service; <u>(exclude EPL-Gigabit Connection);</u> ii. L3 VPN Service; and iii. E-LAN Service, where the Connection provided is delivered through a Non-Residential Service Port	13 Business Days
<u>EPL-Gigabit Connection</u>	<u>15 Business Days (where there is sufficient network capacity in existing AE access)</u> <u>45 Business Days (where there is insufficient network capacity in existing AE access)</u>
QP-EVPL Service Port	15 Business Days
PB-EVC	15 Business Days

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AG-EVC	15 Business Days
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Express SAP

Type of Connection	Express SAP (from SAP Start Date)
Residential Per-End-User Connection	2 Business Days
Non-Residential Per-End-User Connection	2 Business Days
i. <u>L2 VPN Service (exclude EPL-Gigabit Connection);</u> ii. L3 VPN Service; and iii. E-LAN Service, where the Connection provided is delivered through a Residential Service Port	3 Business Days
i. <u>L2 VPN Service (exclude EPL-Gigabit Connection);</u> ii. L3 VPN Service; and iii. E-LAN Service, where the Connection provided is delivered through a Non-Residential Service Port	3 Business Days

Notes:

- (a) The Contracting QP may submit an Order for Express SAP in accordance with Annex 1-1, at the time of its submission of the Order for the relevant Connection.

PARAGRAPH 2 NOTE (B) – MODIFICATION REQUIRED

- (b) ~~The Standard SAP and For the avoidance of doubt, Express SAP in relation shall not be applicable to taking up of L2 VPN Service are set out in the Service Schedule for L2 VPN Service-provisioning and activation of EPL-Gigabit Connections.~~

IDA Directed Modifications: IDA notes that Paragraph 2 Note (b) states that “Standard SAP and Express SAP in relation to taking up of L2 VPN Service are set out in the Service Schedule for L2 VPN Service”. Notwithstanding the above, IDA notes that the Standard SAP table captures the SAP for L2 VPN while the Express SAP table does not capture the Express SAP for L2 VPN. For clarity and consistency, IDA directs Nucleus Connect to make the necessary changes to Paragraph 2 to align the above practice.

PARAGRAPH 2 NOTE (C) – MODIFICATION REQUIRED

- (c) ~~Unless the Contracting QP's Order for Express SAP is accepted by If Nucleus Connect in accordance with Annex 1-1 is unable to provision the Connection within the Express SAP,~~ the Standard SAP shall apply.

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IDA Directed Modifications: IDA is of the view that above may be read to mean that an Order for Express SAP which is not accepted by Nucleus Connect would be treated as an Order for Standard SAP. IDA understands that this is not the case as in the event that Nucleus Connect rejects the Contracting QP's Order for Express SAP, the Contracting QP will be required to re-submit a new order based on the Standard SAP. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 2 Note (c) to clarify the above.

[NC Comment :The table on Express SAP above is to set out the number of Business Day to turn on a Express SAP Order. As such, note (c) will be amended to make it clear that in the event NC is unable to provision the Order within the Express SAP time, the Order will automatically fall under Standard SAP.]

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

Type of Connection	Standard SAP (from SAP Start Date)
i. Residential Per-End-User Connection ii. Non-Residential Per-End-User Connection iii. NBAP Per-End-User Connection	3 Business Days
i. L2 VPN Service ii. L3 VPN Service iii. E-LAN Service	5 Business Days
i. QP-EVPL Service Port ii. AG-EVC iii. PB-EVC	16 Business Days

PARAGRAPH 4 – MODIFICATION REQUIRED

4. Each:

~~(d)~~(a) new NBAP Per-End-User Connection, IP Multicast Connection and Connection which is provided through a NBAP Service Port; or

~~(e)~~(b) Modification to an existing IP Multicast Connection,

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IDA Directed Modifications: IDA notes that Nucleus Connect made a numbering error in the sub-clauses to Paragraph 4 and directs Nucleus Connect to correct them.

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:

PARAGRAPH 5(A) – MODIFICATION REQUIRED

- (a) Where the relevant site indicated in such Order is a Non-Residential Premises and the cabling and/or ducting between the FTTB Node and the 1st TP for such Non-Residential ~~Building~~Premises are/is not provided by OpenNet and the Contracting QP does not within three (3) Business Days before the RFS Date hand over the cabling and/or ducting, or the cabling and/or ducting handed over within three (3) Business Days before the RFS Date is/are not fit-for-purpose.

IDA Directed Modifications: IDA notes that there is an editorial error and the term “Non-Residential Building” after the phrase “FTTB Node and the 1st TP for such” should be “Non-Residential Premises” instead. Accordingly, IDA directs Nucleus Connect to correct the error.

- (b) Where the relevant site indicated in such Order is a Non-Residential Premises and the cabling and/or ducting between an OpenNet's Termination Point at the vertical telecommunication riser on the same floor of the Non-Residential Premises and the Non-Residential Premises are/is not provided by OpenNet and the Contracting QP does not within three (3) Business Days before the RFS Date hand over the cabling and/or ducting, or the cabling and/or ducting handed over within three (3) Business Days before the RFS Date is/are not fit-for-purpose.
- (c) 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.

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- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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(d), 5(e), 5(f) and 5(g) 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 as follows:

Taking Up of New Connections

- (a) In respect of an Order for taking up of a new Connection on a Minimum Term of **1 month**, Nucleus Connect shall compensate the Contracting QP by way of a credit rebate equal to five percent (5%) of the Nucleus Connect's Installation Charges (excluding any and all OpenNet's and other third party's charges and Patching Charges) for such Connection for each day of delay, subject to a maximum of 50% of the Installation Charges for such Connection.
- (b) In respect of an Order for taking up of a new Connection on a Minimum Term of **12 months or longer**, Nucleus Connect shall compensate the Contracting QP by way of a credit rebate equal to five percent (5%) of the Nucleus Connect's Installation Charges (excluding any and all OpenNet's and other third party's charges and Patching Charges) for such Connection for each day of delay, subject to a maximum of 100% of the Installation Charges for such Connection.

Modification of Existing Connections

- (c) In respect of an Order for a Modification of an existing Connection on a Minimum Term of **1 month**, Nucleus Connect shall compensate the

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Contracting QP by way of a credit rebate equal to five percent (5%) of the Nucleus Connect's Modification Charge for such Modification for each day of delay, subject to a maximum of 50% of the Modification Charge for such Modification.

- (d) In respect of an Order for a Modification of an existing Connection on a Minimum Term of **12 months or longer**, Nucleus Connect shall compensate the Contracting QP by way of a credit rebate equal to five percent (5%) of the Nucleus Connect's Modification Charge for such Modification for each day of delay, subject to a maximum of 100% of the Modification Charge for such Modification.

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) Where the Connection (or as the case may be, Modification to the existing 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, software, wiring and/or cabling owned or operated by or on behalf of the Contracting QP;
- (c) The provision of the Connection (or as the case may be, Modification to the existing Connection) where any site coordinating meeting, joint investigation meeting or fault identification coordination meeting is involved, except where (i) the fault is due to Nucleus Connect and (ii) the Contracting QP has not contributed to any delay in setting up the meeting. Notwithstanding the aforesaid, in determining whether or not Nucleus Connect has met the applicable Prescribed SAP or SAP (as the case may be), the time taken from the start of arranging any site-coordination meeting, joint investigation meeting or fault identification coordination meeting up to the conclusion of the meeting, shall be always excluded;

PARAGRAPH 9(D) – MODIFICATION REQUIRED

- (d) Where permission to access the premises or building to provision the required service is denied or delayed by End-User or building management/owner despite Nucleus Connect using its best efforts to expeditiously remedy such denial or delay; provided that in the event that the Contracting QP raises a dispute as to ~~the veracity regarding whether or not~~

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Nucleus Connect has used its best efforts to expeditiously remedy such denial or delay, Nucleus Connect will provide evidence of the same that it has used such best efforts and provided further that where such evidence is to be obtained from OpenNet, Nucleus Connect will provide such evidence only upon receiving such evidence the same from OpenNet;

IDA Directed Modifications: IDA is of the view that Nucleus Connect may be faced with building access issues in the process of provisioning its service to the premises. In this regard, it is not unreasonable to expect Nucleus Connect to also use its best effort to get such access permission and to provide the necessary evidence to the Contracting QP to show that Nucleus Connect has used its best efforts to get such access permission to the building. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 9(d) to give effect to the above requirement.

- (e) (Without prejudice to sub-paragraph (d) above) Nucleus Connect is unable to obtain or maintain any licence or permission necessary to the provision of the Connection (or as the case may be, Modification to the existing Connection) despite using its best efforts to obtain expeditiously or maintain such licence or permission. Notwithstanding the aforesaid, in determining whether or not Nucleus Connect has met the applicable Prescribed SAP or SAP (as the case may be), the time taken by Nucleus Connect to obtain or maintain such licence or permission shall be always excluded; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to obtain or maintain such licence or permission, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from OpenNet, Nucleus Connect will provide such evidence only upon receiving the same from OpenNet;
- (f) Where Nucleus Connect has difficulty accessing or working in the building or End-User's Premises due to such building or Premises being inaccessible, in unsafe working condition or in any other inadequate or deficient state despite using its best efforts to expeditiously remedy such difficulties; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to expeditiously remedy such difficulties, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from OpenNet, Nucleus Connect will provide such evidence only upon receiving the same from OpenNet;
- (g) Where the Contracting QP requests the deferment of the activation date of the Connection (or as the case may be, the Modification to the existing Connection);
- (h) Where the building which was initially under the coverage of the NetCo Network has been reconstructed and OpenNet has to reinstall the NetCo Network to the building;
- (i) 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;

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- (j) 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;
 - (k) Notwithstanding sub-paragraph (j) 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; and
 - (l) Where the Order for the Connection (or as the case may be, Modification to the existing Connection) is cancelled for any reason.
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.

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Annex 1-1

Express SAP

1. Subject to the provisions of this Annex 1-1, the Contracting QP may submit an Order for Express SAP in respect of the activation of a new Connection if:
 - (a) the Connection is to be provided via an existing Nucleus Connect's NTE which is installed at the End-User premises, provided that there is available port and/or capacity on the NTE to provide the Connection; or
 - (b) the Connection is to be provided via a new Nucleus Connect's NTE which is connected to an available fibre of the Termination Point at the End-User premises, provided that (i) OpenNet has available fibres in all segments from the relevant OpenNet CO to such Termination Point and (ii) OpenNet has implemented its express service activation for the provisioning of OpenNet's services.
2. The maximum number of Orders for Express SAP for all Connections shall be limited to a total of twenty (20) Orders per Business Day from all Contracting QPs. Each Order for Express SAP fulfilled by Nucleus Connect shall be counted towards Nucleus Connect's fulfillment of the Request Quota.
3. There shall be a daily cut-off time of 11.00 am for the Contracting QP to submit Orders for Express SAP. All Orders for Express SAP received by 11.00 am daily will be provisioned by the next Business Day. Any Orders for Express SAP received after 11.00 am -daily will be provisioned two (2) Business Days later.
4. The Contracting QP acknowledges and agrees that Nucleus Connect shall not be liable for any delays where Nucleus Connect has exercised its best efforts in its attempts to remedy expeditiously any obstructions from building owner, building management, home owner or End-User to Nucleus Connect's or its contractors' installation or installation schedule or any of the circumstances set out in paragraphs 9(d), 9(f), 9(j) and 9(k) of Appendix 1 during the express service activation. Provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to remedy expeditiously such obstruction, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from OpenNet, Nucleus Connect will provide such evidence only upon receiving the same from OpenNet.
5. Nucleus Connect shall only provision Orders for Express SAP which meet the requirements set out in paragraphs 1 and 2 of this Annex 1-1, and shall reject the Order for Express SAP if any of the requirements set out in the said paragraphs 1 and 2 (or if applicable, any of the requirements set out in paragraphs 2.8 and 5.6 of the General Service Terms and Conditions) are not met.
6. The Contracting QP shall pay the applicable Charges for Express SAP in accordance with the relevant Service Schedule.
7. The cancellation Charges set out in the relevant Service Schedule shall be applicable if the Contracting QP cancels the Order for Express SAP after Nucleus Connect's acceptance of such Order.
8. If Nucleus Connect is unable to provision the Connection within the Express SAP due to Nucleus Connect's fault:
 - (a) Nucleus Connect will not impose the additional Charges for Express SAP but will impose Charges applicable for normal installation as set out in the

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relevant Service Schedule and will provision the Connection within the Standard SAP; and

- (b) if Nucleus Connect fails to meet the Standard SAP, Nucleus Connect will compensate the Contracting QP in accordance with paragraph 6 of Appendix 1 as if the Standard SAP is applicable to the provisioning of the Connection.

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, software, wiring and/ or cabling owned or operated by the Contracting QP;

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- (c) the provision or restoration of the Affected Connection where any site coordinating meeting, joint investigation meeting or fault identification coordination meeting is involved, except where (i) the fault is due to Nucleus Connect and (ii) the Contracting QP has not contributed to any delay in setting up the meeting. Notwithstanding the aforesaid, in determining whether or not Nucleus Connect has met the SLA, the time taken from the start of arranging any site-coordination meeting, joint investigation meeting or fault identification coordination meeting up to the conclusion of the meeting, shall be always excluded;

PARAGRAPH 6(D) – MODIFICATION REQUIRED

- (d) where permission to access the premises or building to provision the required service is denied or delayed by End-User or building management/owner despite Nucleus Connect using its best efforts to expeditiously remedy such denial or delay; provided that in the event that the Contracting QP raises a dispute as to ~~the veracity regarding whether or not Nucleus Connect has used its best efforts to expeditiously remedy~~ such denial or delay, Nucleus Connect will provide evidence ~~of the same upon receiving that it has used such best efforts and provided further that where such evidence is to be obtained from OpenNet~~, Nucleus Connect will provide such evidence only upon receiving the same from OpenNet;

IDA Directed Modifications: IDA is of the view that Nucleus Connect may be faced with building access issues in the process of provisioning its service to the premises. In this regard, it is not unreasonable to expect Nucleus Connect to also use its best effort to get such access permission and to provide the necessary evidence to the Contracting QP to show that Nucleus Connect has used its best efforts to get such access permission to the building. Accordingly, IDA directs Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 6(d) to give effect to the above requirement.

- (e) (without prejudice to sub-paragraph (d) above) Nucleus Connect is unable to obtain or maintain any licence or permission necessary to the provision or restoration of the Affected Connection despite using its best efforts to obtain expeditiously or maintain such licence or permission. Notwithstanding the aforesaid, in determining whether or not Nucleus Connect has met the SLA, the time taken by Nucleus Connect to obtain or maintain such licence or permission shall be always excluded; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to obtain or maintain such licence or permission, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from OpenNet, Nucleus Connect will provide such evidence only upon receiving the same from OpenNet;
- (f) where Nucleus Connect has difficulty accessing or working in the building or End-User's Premises due to such building or Premises being inaccessible, in unsafe working condition or in any other inadequate or deficient state despite using its best efforts to expeditiously remedy such difficulties; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to expeditiously remedy such difficulties, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from OpenNet, Nucleus Connect will provide such evidence only upon receiving the same from OpenNet;

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- (g) 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;
- (h) notwithstanding sub-paragraph (g) 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;
- (i) Faults in Nucleus Connect's Network for which the Contracting QP has not reported a Fault;
- (j) Fault is reported by the Contracting QP but no Fault is found or confirmed by Nucleus Connect;

PARAGRAPH 6(K) – MODIFICATION REQUIRED

- (k) 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 in accordance with Clause 5.5 of the main body of the Master ICO Agreement; and~~

IDA Directed Modifications: For consistency, IDA direct Nucleus Connect to propose, for IDA's approval, modifications to Paragraph 6(k) to align with Paragraph 9.13(i).

- (l) 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

1. 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.
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) revise the Original REUC Order (the “**Revised NREUC Order**”) in respect of the said Non-Residential Premises.
- (b) Upon the 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 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.
- (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.
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.

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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.

- (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.
- 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.

Non-Residential Per-End-User Connections

- 5. (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) revise the Original NREUC Order (the **"Revised REUC Order"**) in respect of the said Residential Premises.

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- (b) Upon the 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 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.
 - (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.
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.
- (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.

Other Terms & Conditions

7. 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 correct 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 correct Mandated Services information within three (3) Business Days of being informed of the error;

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- (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 correct 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 or the correct 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;
 - (e) where the classification of a premises has been successfully changed from a Non-Residential Premises to a Residential Premises (or vice versa) upon the request of the Contracting QP, any error in the Mandated Services Information shall not apply; and
 - (f) paragraph 1.4 of the main body of these General Service Terms and Conditions shall not apply to this paragraph 7.
8. In order for the Contracting QP to be granted the rebates referred to in 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.
9. 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.
10. 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.
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.
12. Errors in Mandated Services Information shall not constitute a breach of contract by Nucleus Connect.

APPENDIX 4

Reclassification of Residential Premises and Non-Residential Premises

1. Reclassification from Residential Premises to Non-Residential Premises
 - 1.1 Where a premises was classified as a Residential Premises during the rollout of the NGNBN but has since undergone a change of premises type or the End-User claims that the premises is a Non-Residential Premises, the Contracting QP shall obtain from the End-User and keep a record of the necessary documentary evidence as proof of such change of premises type. Such documentary evidence shall consist of one or more of the following dated within the last three (3) months from the date of Order for Non-Residential Per-End-User Connection (or as the case may be, Order for L2 VPN Service, L3 VPN Service or E-LAN Service which is provided through a Non-Residential Service Port) submitted in the End-User's name:
 - (a) Telecommunication / Internet bill;
 - (b) Service and Conservancy bill from town council;
 - (c) Utilities bill from Singapore Power or any other service provider;
 - (d) Cable TV bill;
 - (e) Tenancy agreement for residence;
 - (f) Change of address as indicated on the National Registration Identity Card (NRIC); and
 - (g) any other document which may be requested by OpenNet.
 - 1.2 If the Contracting QP has the above documentary evidence to demonstrate that the End-User is entitled to Non-Residential Per-End-User Connection (or as the case may be, Order for L2 VPN Service, L3 VPN Service or E-LAN Service which is provided through a Non-Residential Service Port), the Contracting QP can request for reclassification of the premises via the Platform or the Manual Process.
 - 1.3 The Contracting QP will be informed via the Platform or the Manual Process within two (2) Business Days from the date of submission of request for reclassification, whether the reclassification is successful. Upon receiving the notification of a successful reclassification, the Contracting QP shall then submit the Order for Non-Residential Per-End-User Connection (or as the case may be, Order for L2 VPN Service, L3 VPN Service or E-LAN Service which is provided through a Non-Residential Service Port) in accordance with the General Service Terms and Conditions.
 - 1.4 Where Nucleus Connect requests for documentary evidence (which shall not be later than three (3) months from the date of request) under paragraph 1.1 of this Appendix 4 and the Contracting QP is unable to provide such evidence to support the change in the premises type to a Non-Residential Premises, Nucleus Connect shall be entitled to maintain or reclassify the premises type as a Residential Premises.
 - 1.5 If the Contracting QP disputes Nucleus Connect's decision to classify the premises as a Residential Premises, the Contracting QP may raise a dispute and the Parties shall use their best efforts to resolve the dispute within ten (10) Business Days or adopt such other process or timeframe as mutually agreed by the Parties.

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PARAGRAPH 2 – MODIFICATION REQUIRED

2. Reclassification from Non-Residential Premises to Residential Premises

- | ~~42.1~~ Where a premises was classified as a Non-Residential Premises during the rollout of the NGNBN but has since undergone a change of premises type or the End-User claims that the premises is a Residential Premises, the Contracting QP shall obtain from the End-User and keep a record of the necessary documentary evidence as proof of such change of premises type. Such documentary evidence shall consist of one or more of the following dated within the last three (3) months from the date of Order for Residential Per-End-User Connection (or as the case may be, Order for L2 VPN Service, L3 VPN Service or E-LAN Service which is provided through a Residential Service Port) submitted in the End-User's name:
- (a) Telecommunication / Internet bill;
 - (b) Service and Conservancy bill from town council;
 - (c) Utilities bill from Singapore Power or any other service provider;
 - (d) Cable TV bill;
 - (e) Tenancy agreement for residence;
 - (f) Change of address as indicated on the National Registration Identity Card (NRIC); and
 - (g) any other document which may be requested by OpenNet.
- | ~~42.2~~ If the Contracting QP has the above documentary evidence to demonstrate that the End-User is entitled to Residential Per-End-User Connection (or as the case may be, Order for L2 VPN Service, L3 VPN Service or E-LAN Service which is provided through a Residential Service Port), the Contracting QP can request for reclassification of the premises via the Platform or the Manual Process.
- | ~~42.3~~ The Contracting QP will be informed via the Platform or the Manual Process within two (2) Business Days from the date of submission of request for reclassification, whether the reclassification is successful. Upon receiving the notification of a successful reclassification, the Contracting QP shall then submit the Order for Residential Per-End-User Connection (or as the case may be, Order for L2 VPN Service, L3 VPN Service or E-LAN Service which is provided through a Residential Service Port) in accordance with the General Service Terms and Conditions.
- | ~~42.4~~ Where Nucleus Connect requests for documentary evidence (which shall not be later than three (3) months from the date of request) under paragraph 1.1 of this Appendix 4 and the Contracting QP is unable to provide such evidence to support the change in the premises type to a Residential Premises, Nucleus Connect shall be entitled to maintain or reclassify the premises type as a Non-Residential Premises.
- | ~~42.5~~ If the Contracting QP disputes Nucleus Connect's decision to classify the premises as a Non-Residential Premises, the Contracting QP may raise a dispute and the Parties shall use their best efforts to resolve the dispute within ten (10) Business Days or adopt such other process or timeframe as mutually agreed by the Parties.

IDA Directed Modifications: IDA notes that Nucleus Connect made numbering errors in the sub-clauses to Paragraph 2 and directs Nucleus Connect to correct the above errors.

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