

## **APPENDIX 9**

### **REQUIRED MODIFICATIONS TO SERVICE SCHEDULE – CO-LOCATION SERVICE**

## **SERVICE SCHEDULE – CO-LOCATION SERVICE**

**NUCLEUS CONNECT PTE. LTD.**

**INTERCONNECTION OFFER (ICO) AGREEMENT**

**SERVICE SCHEDULE – CO-LOCATION SERVICE**

**Note:**

***(1) The IDA Directed Modifications within this schedule cover changes required to the paragraphs and whether certain new charges should be allowed or removed. IDA is currently reviewing the remaining new charges proposed by Nucleus Connect and will inform the industry of the outcome of the review at a later date.***

***(2) Unless otherwise specified in IDA's Directed Modifications in the Explanatory Memorandum and other IDA Directed Modifications in other parts of the Direction (including the Service Schedule – Co-location Service), Nucleus Connect's proposed modifications to the Service Schedule – Co-location Service are approved.***

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**1. INTRODUCTION**

- 1.1 This Service Schedule sets out the terms and conditions under which Nucleus Connect will provide Co-location Services (as defined below) to the Contracting QP.
- 1.2 This Service Schedule comprises the following:
- (a) the provisions herein; and
  - (b) Orders submitted by the Contracting QP in relation to this Service Schedule.
- 1.3 In the event of any inconsistency or conflict between the provisions herein and Orders submitted by the Contracting QP in relation to this Service Schedule, the provisions herein shall prevail.
- 1.4 The Master ICO Agreement, including the Annexes, shall apply unless and to the extent amended or supplemented by the provisions of this Service Schedule.
- 1.5 In this Service Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Service Schedule.

**2. DEFINITIONS AND INTERPRETATION**

- 2.1 Unless otherwise defined herein this Service Schedule, all terms and expressions used herein will be construed to have the same meanings as found in the Master ICO Agreement. Where a term or expression is defined specifically in this Service Schedule herein, the provisions herein shall prevail.

- 2.2 In this Service Schedule:

Co-located Equipment	has the meaning ascribed to it in paragraph 5.1(b);
Co-located Equipment Modification	has the meaning ascribed to in paragraph 8.2;
Co-location Service	means the supply of leased equipment rack space to the Contracting QP within the NC CO to facilitate the Co-location of the Contracting QP's Active Network equipment, servers and any other interconnecting equipment for the purpose of connecting to the Active Network and any other network, provided that such other network is also for the purpose of connecting to the Active Network;
Co-location Space	has the meaning ascribed to it in paragraph 4.1;
Fault	means a fault in connection with or arising out of the Co-location Service, provided that any service unavailability due to any planned network maintenance shall not constitute a Fault;
Modification or Modify	means any modification by the Contracting QP to any of the information in any Order submitted by the Contracting QP;

Order	means an order in respect of the Co-location Service submitted by the Contracting QP to Nucleus Connect;
RFS Date	means the date on which the Co-location Space shall be available and ready for the Contracting QP to use, which shall be notified by Nucleus Connect to the Contracting QP pursuant to this Service Schedule;
SAP	means the period from the SAP Start Date to the RFS Date;
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 received by Nucleus Connect; and
Supervisor	has the meaning ascribed to it in paragraph 1.3(b) of Appendix A.

- 2.3 In this Service Schedule, the reference to “third party” shall not include Nucleus Connect’s contractors and/or suppliers.

3. **COMMENCEMENT**

This Service Schedule shall commence with effect from the date that the Contracting QP first places an Order to take up Co-location Services, in accordance with paragraph 5.2.

4. **SERVICE REQUIREMENTS**

- 4.1 The Contracting QP may lease from Nucleus Connect equipment rack space of the following dimensions at the NC CO (“**Co-location Space**”):

- (a) 600mm by 900mm by 42U racks (equivalent to industry standard 19-inch racks); and/or
- (b) 600mm by 1,000mm by 42U racks (equivalent to industry standard 19-inch racks but with space for cabling and airflow incorporated).

Only front and back access to the equipment rack will be provided. The minimum clearance for the front access and back access is 1 metre.

- 4.2 The standard Co-location Service will consist of the following:

- (a) one (1) equipment rack of a dimension stated in paragraph 4.1;
- (b) a maximum power of 3,000 VA per equipment rack, to be provided via 2 x 16A AC C-form connector;
- (c) 15 minutes of UPS backup power supply;
- (d) support to be rendered by a standby generator;
- (e) telecommunication ground (of less than 1 ohm) and protection ground (of less than 5 ohm);

- (f) air-conditioning (maintained at a temperature of  $22 \pm 2^{\circ}\text{C}$  and relative humidity less than 70%);
- (g) FM200 gas fire suppression system;
- (h) water leakage detection system;
- (i) smoke detection system;
- (j) general lighting;
- (k) site access security control; and
- (l) general site maintenance.

5. **ORDER HANDLING**

- 5.1 The Contracting QP shall place each Order to take up Co-location Services in accordance with paragraph 5.2. The Contracting QP shall be required to specify the following in each such Order:
- (a) the location of the NC CO at which Co-location Space is requested;
  - (b) the type of equipment proposed to be installed ("**Co-located Equipment**");
  - (c) the space and power requirements;
  - (d) the weight of the Co-located Equipment; and
  - (e) any other information that may be reasonably requested by Nucleus Connect during the ordering process.
- 5.2 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 this Service Schedule by email to [orderdesk@nucleusconnect.com](mailto: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 (and/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**").
- 5.3 The Contracting QP is responsible for the acts and omissions of its Authorised Users in connection with the Platform and the Manual Process.
- 5.4 All Orders received by Nucleus Connect will be processed by Nucleus Connect in the order in which they are received. For Orders received via the Platform or via email, Nucleus Connect shall notify and send to the Contracting QP an acknowledgement that the Orders have been received.
- 5.5 Nucleus Connect shall use the Platform to notify the Contracting QP if Nucleus Connect rejects any Order submitted by the Contracting QP pursuant to paragraph 5.6, or (only if the Platform is not in operation) shall send such notification 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. Any such rejection, and the reasons therefor, shall be notified to the Contracting QP as aforesaid within three (3) Business Days after Nucleus Connect's receipt of such Order.

- 5.6 Subject to paragraph 5.7, the Contracting QP acknowledges and agrees that Nucleus Connect shall be entitled to reject any Order submitted by the Contracting QP to take up Co-location Services 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) unavailability of the Co-location Space at the NC CO;
  - (d) where the Contracting QP has committed a material breach of the ICO Agreement; or
  - (e) 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.
- 5.7 Where the Platform is in operation, the grounds in paragraphs 5.6(a) and 5.6(b) 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 grounds in paragraphs 5.6(c) to 5.6(e) materialise, Nucleus Connect shall be entitled to reject such Order in which case this Service Schedule shall lapse, unless Nucleus Connect is separately providing Co-location Services to the Contracting QP at the time, in which case this Service Schedule shall remain in force.
6. **TAKING UP THE SERVICE**
- 6.1 The Contracting QP shall pay Nucleus Connect the applicable Charges for the Co-location Services provided by Nucleus Connect hereunder, as set out in paragraph 13 below.
- 6.2 Nucleus Connect agrees that the decommissioning of the NC CO or the Co-location Space shall require the prior written consent of the Authority. In the event that at any point in time, Nucleus Connect has plans or otherwise proposes to decommission the NC CO or the Co-location Space leased by the Contracting QP within 18 months of such point in time and has obtained IDA's prior written consent thereto, Nucleus Connect shall notify the Contracting QP in writing of such decommissioning exercise. In addition, Nucleus Connect shall use its reasonable endeavours and to the extent practicable to specify in such notification alternative premises where Nucleus Connect can provide to the Contracting QP the same type of Co-location Service then provided to the Contracting QP, upon such terms and subject to such conditions as may be approved by IDA.
7. **PROVISIONING THE SERVICE**
- 7.1 Prior to provisioning any Co-location Service, if required by Nucleus Connect, Nucleus Connect and the Contracting QP shall agree on the NC Charges, third party charges and/or OpenNet's charges that are reasonably necessary for Nucleus Connect to incur in order for Nucleus Connect to undertake such provisioning (such agreement not to be unreasonably delayed or withheld by each Party). Such agreed NC Charges, third party charges and/or OpenNet's charges shall be borne entirely by the Contracting QP. If Nucleus Connect and the Contracting QP are not able to mutually agree on such NC Charges, third party charges and/or OpenNet's charges 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 Nucleus Connect shall be entitled not to proceed with the provisioning of the Co-



location Service and shall not be liable to the Contracting QP therefor whereupon this Service Schedule shall lapse, unless Nucleus Connect is separately providing Co-location Services at the time, in which case this Service Schedule shall remain in force. 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.

#### Site Visit

- 7.2 If an Order to take up Co-location Services is not rejected by Nucleus Connect, Nucleus Connect will arrange a joint site visit with the Contracting QP within five (5) Business Days from the date that Nucleus Connect receives such Order.
- 7.3 The joint site visit shall be conducted by Nucleus Connect and the Contracting QP during Nucleus Connect's office hours to show the Contracting QP the location of the Co-location Space assigned by the Nucleus Connect pursuant to the Contracting QP's request, and the technical set-up of the Co-location site.
- 7.4 Following the joint site visit, Nucleus Connect will assess any additional requirements of the Contracting QP, and notify the Contracting QP of the RFS Date. The RFS Date shall be no less than fifteen (15) Business Days and no more than thirty (30) Business Days from the date of Nucleus Connect's receipt of such Order.
- 7.5 In relation to an Order submitted by the Contracting QP which is not rejected by Nucleus Connect, the SAP shall not apply in any the following circumstances:
- (a) Where prior to the RFS Date in respect of such Order, the Contracting QP requires any Modification.
  - (b) Where Nucleus Connect and the Contracting QP are required to agree on NC Charges, third party charges, OpenNet's charges and/or ON Charges that Nucleus Connect intends for the Contracting QP to bear pursuant to paragraph 7.1.

In each of the events specified in sub-paragraphs (a) and (b) above, Nucleus Connect and the Contracting QP may mutually agree to a new RFS Date (which agreement shall not be unreasonably delayed or withheld by either Party), and the period between the SAP Start Date and such new agreed RFS Date shall be deemed to be the SAP applicable in respect of such Order. If Nucleus Connect and the Contracting QP are not able to mutually agree on a new 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 Nucleus Connect shall be entitled not to proceed with the provision of the Co-location Space to the Contracting QP and shall not be liable to the Contracting QP therefor whereupon this Service Schedule shall lapse, unless Nucleus Connect is separately providing Co-location Services to the Contracting QP at the time, in which case this Service Schedule shall remain in force.

- 7.6 In relation to any Order submitted by the Contracting QP which is not rejected by Nucleus Connect, if Nucleus Connect fails to meet the SAP in respect of such Order, subject to paragraphs 7.7 and 7.9, Nucleus Connect shall compensate the Contracting QP by way of a credit rebate equal to five percent (5%) of the Installation Charge for the affected service as set out in paragraph 13 for each day of delay, subject to a maximum of 100% of such Installation Charge. 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.

- 7.7 In order for the Contracting QP to be granted the rebate referred to in paragraph 7.6, it shall submit a claim therefor within thirty (30) days of the completion of the relevant calendar month on which the applicable SAP 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.
- 7.8 If the Contracting QP disputes Nucleus Connect's record on the applicable SAP 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.
- 7.9 The Contracting QP shall not be entitled to make any claim pursuant to paragraph 7.6 where Nucleus Connect's inability to meet the applicable SAP is attributable to events outside Nucleus Connect's reasonable control, provided that delays attributable to Nucleus Connect's contractors and suppliers shall not be regarded as events outside Nucleus Connect's reasonable control.
- 7.10 Nucleus Connect will set up the equipment rack, power and other facilities and handover the Co-location Space to the Contracting QP by the RFS Date.

#### Installation and Maintenance of Co-located Equipment

- 7.11 The Contracting QP shall complete all necessary installation works at the Co-location Space within two (2) weeks from the date of commencement of such installation works. Any extension of time beyond such two (2) weeks may be requested by the Contracting QP in accordance with the Co-located Equipment Installation and Maintenance Procedures annexed hereto as Appendix B.
- 7.12 The Contracting QP must comply with all specifications, procedures and guidelines, as will be prescribed by Nucleus Connect from time to time, applicable to the Contracting QP's use of the leased Co-location Space, including the installation and maintenance of the Co-located Equipment and physical access to the leased Co-location Space.
- 7.13 The Contracting QP will, at its own cost, be responsible for all repair and maintenance of their Co-located Equipment.
- 7.14 All Co-located Equipment located at the leased Co-location Space must be used by the Contracting QP for the primary purpose of connecting to the Active Network and the provision of services over the Active Network. If the Contracting QP intends to use the leased Co-location Space for any other purpose, the prior approval of Nucleus Connect is required.
- 7.15 The Contracting QP must ensure that all Co-located Equipment installed in the equipment rack will not exceed 300kg per rack. The Contracting QP is required to consult and provide to Nucleus Connect a list of all Co-located Equipment to be installed prior to the equipment setup and installation in the rack.
- 7.16 The Contracting QP is permitted to install cables only within each leased Co-location Space, and shall be responsible for the installation and maintenance of the cables at its own cost.
- 7.17 Nucleus Connect will undertake and charge the Contracting QP on a cost-oriented basis, all cable installation works outside the leased Co-location Space. Such works include cable-laying works between different racks allocated to the Contracting QP, and the installation of cables (interconnect cables) between the Contracting QP's Fibre Distribution Frame and Nucleus Connect's Fibre Distribution Frame at the NC CO's MDF or MMR (Meet-Me-Room). All cable ladders and cable trays

overhead/under the raise floor are provided by Nucleus Connect on a shared-usage basis.

- 7.18 The Contracting QP's authorised staff and agents may request for access (with or without escort service) to the Contracting QP's leased Co-location Space within the NC CO. If access with escort service is requested, the escort service provided by Nucleus Connect are chargeable to the Contracting QP at the stipulated Charges set out in paragraph 13. Physical access (with or without escort service) to the Co-location Space shall be made available to the Contracting QP in accordance with the Physical Access Procedures annexed hereto as Appendix A, and as follows:
- (a) for service-affecting emergencies: within 1 hour of notification;
  - (b) for non-service affecting emergencies, within 4 hours of notification; and
  - (c) in all other cases, within 24 hours of notification.
- 7.19 The Contracting QP is not permitted to access other areas in the NC CO without the Nucleus Connect's approval.
- 7.20 The Contracting QP will provide to Nucleus Connect and update regularly a list of its authorised persons to access the Contracting QP's leased Co-location Space, and give instructions to Nucleus Connect relating to the Co-location Service.
- 7.21 If Nucleus Connect, acting reasonably, has any doubt as to the identity or authorisation of any person seeking to gain access to the NC CO or Co-location Space, Nucleus Connect reserves the right to refuse access to the Co-location Space or the NC CO, without any liability to the Contracting QP.
- 7.22 Nucleus Connect will not be responsible for any damage to the Contracting QP's Co-located Equipment caused by any events beyond Nucleus Connect's control in the Co-location Space or NC CO (including fire, water leakage, air-conditioning/mechanical ventilation failure, power fluctuation or interruption), other than to the extent it is due to the negligence or wilful act by Nucleus Connect.
- 7.23 The Contracting QP will be liable for and will indemnify Nucleus Connect against all losses, claims, proceedings, damages, liabilities, costs and expenses for injuries or death to any person or any loss or damage to any property whatsoever which arise out of or in consequence of any act or omission of the Contracting QP or its employees or contractors, in relation to the Co-location Space.

#### Contracting QP's obligations

- 7.24 The Contracting QP acknowledges that:
- (a) it shall comply with the following:
    - (i) the Physical Access Procedures annexed hereto as Appendix A;
    - (ii) the Co-located Equipment Installation And Maintenance Procedures annexed hereto as Appendix B; and
    - (iii) the Standard Operating Procedures annexed hereto as Appendix C;
  - (b) 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 the Co-location Service is fault-free, provided that Nucleus Connect complies with the fault identification and reporting

guidelines as set out in the ICO Agreement. No advice or information whether oral or written, obtained by the Contracting QP from Nucleus Connect or through the Co-location Service will create any warranty not expressly set out herein;

- (c) it will fully indemnify and hold Nucleus Connect harmless at all times against all actions, claims, proceedings, costs (including reasonable legal costs) losses or damages whatsoever, which may be brought against Nucleus Connect by any person out of or in connection with any loss or damage to any equipment, including third party equipment resulting from the Contracting QP's actions or omissions;
- (d) it shall comply with any guidelines for accessing and working in the NC CO issued by Nucleus Connect from time to time;
- (e) it shall maintain good engineering and operational practices at all times in its use of its Co-located Equipment, including without limitation, ensuring that it shall not:
  - (I) place any flammable or hazardous materials whether on a permanent or temporary basis, at or in the Co-location Space and the NC CO;
  - (II) conduct any hacking or drilling works at or within the NC CO;
  - (III) conduct any works involving riveting, welding, flame cutting, burning, gouging or any works that generate sparks at or within the NC CO;
  - (IV) use the power source in a manner that will cause power overload of the Co-located Equipment; and
  - (V) the proper use of any telecommunication ground and protection ground, and that all connections to Nucleus Connect's power sources and ground are only carried out by Nucleus Connect or an Nucleus Connect -approved qualified electrician. In the event of such grounding or connection gives rise to significant health, safety, technical or engineering issues, the Contracting QP shall, in good faith, take reasonable measures to resolve the problem promptly.

The Contracting QP will indemnify the Nucleus Connect for injuries or death to any person or any loss or damage to any property whatsoever which arise out of or in consequence of any act or omission of the Contracting QP or its employees or contractors, arising from or as a result of the use of the telecommunication ground, protection ground and/or power connections; and

- (f) in the event that it requires additional power requirements such as 2000VA AC or more for the rack(s), an additional amount of power ("**Additional Cooling Power**") will be required to provide extra cooling of the increased heat load generated by the Contracting QP Equipment arising from such additional power requirements. The Contracting QP shall be solely responsible for paying additional recurring NC Charges for the Additional Cooling Power; such additional NC Charges to be jointly agreed between the Contracting QP and Nucleus Connect pursuant to paragraph 7.1 prior to the provisioning of such additional power requirements.

#### Remote Hand Service

- 7.25 Nucleus Connect offers the remote hand service as a value-added service to the Contracting QP.

- 7.26 The remote hand service is limited to low level technical remote assistance, such as meter reading, power reset and backup tape reload (the “**Remote Hand Service**”).
- 7.27 The Contracting QP will pay the Remote Hand Service Charge per month as stated in paragraph 13.
- 7.28 The Contracting QPs shall submit an Order for the Remote Hand Service to Nucleus Connect in the manner specified in paragraph 5.2. Paragraphs 5.3 and 5.4 shall apply to Orders submitted by the Contracting QP for Remote Hand Service.

8. **CO-LOCATED EQUIPMENT MODIFICATION**

- 8.1 The Contracting QP shall not add, modify, alter or change any Co-located Equipment within its leased Co-location Space without going through the process set out in this paragraph 8.
- 8.2 If the Contracting QP wishes to replace, modify or rearrange existing Co-located Equipment in the Co-location Space or to install additional Co-located Equipment in the Co-location Space (“**Co-located Equipment Modification**”), the Contracting QP must submit an Order in respect of that Co-located Equipment Modification in the manner specified in paragraph 5.2, including the following information:
- (a) purpose of replacement, modification or rearrangement;
  - (b) effective date and duration of replacement, modification or rearrangement;
  - (c) detailed description of works and processes to be carried out in the Co-location Space;
  - (d) the description of the Co-located Equipment to be installed, replaced, modified or rearranged; and
  - (e) a description of precautions to be taken by the Contracting QP to ensure such replacement, modification, rearrangement would not affect any Nucleus Connect’s equipment or network.
- 8.3 Paragraphs 5.3 to 5.7 shall apply mutatis mutandis to Orders submitted by the Contracting QP for Co-located Equipment Modification.
- 8.4 The Contracting QP shall pay Nucleus Connect the applicable Charges for processing any Order for Co-located Equipment Modification as set out in paragraph 13, in accordance with the Master ICO Agreement.

9. **DURATION AND TERMINATION OF THE SERVICE**

- 9.1 The Co-location Service shall be for a term commencing on the RFS Date up to:
- (a) the date falling two (2) years from the RFS Date; or
  - (b) the date falling five (5) years from the RFS Date,

as specified by the Contracting QP in its Order to take up such Co-location Service (each of sub-paragraph (a) and (b) above, as the case may be, shall hereinafter be referred to as the “**Minimum Term**”). Upon the expiry of the Minimum Term, the Co-location Service shall continue until it is terminated by either Party by giving at least one (1) month’s prior written notice to the other Party.

- 9.2 Subject to paragraph 10.3, the Contracting QP may at any time terminate the Co-location Service by giving at least one (1) month's prior written notice to Nucleus Connect.
- 9.3 Nucleus Connect may terminate the Co-location Service at any time with immediate effect by giving notice to the Contracting QP upon the occurrence of any of the following events:
- (a) if the Contracting QP fails to complete all necessary installation works at the Co-location Space within two (2) weeks from the date of commencement of such installation works, or such extended period as may be granted by Nucleus Connect pursuant to and in accordance with the Co-located Equipment Installation and Maintenance Procedures annexed hereto in Appendix B;
  - (b) if in Nucleus Connect's reasonable opinion, the Contracting QP is using the Co-location Space in contravention of any applicable law;
  - (c) the Contracting QP's use of the Co-location Space causes or is likely to cause physical or technical harm to the Active Network or NC CO;
  - (d) the Co-located Equipment is used for a purpose other than those permitted by Nucleus Connect;
  - (e) the NC CO has become unfit for its purpose; and
  - (f) Nucleus Connect's right to own, maintain or operate the NC CO is revoked, terminates or expires.
- 9.4 Either Nucleus Connect or the Contracting QP ("**Terminating Party**") may terminate the Co-location Service if the other Party breaches any of its obligations under the contract for the Co-location Service, and such breach remains un-remedied by the other Party for a period of sixty (60) days upon its receipt of the Terminating Party's notice of such breach.

## 10. **CONSEQUENCES OF EXPIRY / TERMINATION**

- 10.1 Upon expiry or termination of the Co-location Service:
- (a) the Contracting QP must immediately discontinue the use of the Co-location Space and remove all its Co-located Equipment from the Co-location Space;
  - (b) the Contracting QP's right of physical access to the Co-location Space will terminate; and
  - (c) Nucleus Connect will reinstate the Co-location Space by, including without limitation, disconnecting, recovering or reinstating all cables and equipment at the Co-location Space installed pursuant to paragraph 7.17, and the reasonable cost of such reinstatement will be borne by the Contracting QP provided that, in the case of a termination of the Co-location Service, such termination is not due to Nucleus Connect's fault.
- 10.2 If the Contracting QP fails to discontinue the use of its Co-located Equipment and/or remove its Co-located Equipment from the Co-location Space upon expiry or termination of the Co-location Service:
- (a) Nucleus Connect will remove the Co-located Equipment; and
  - (b) the Contracting QP shall bear all reasonable costs incurred for the works associated with the aforesaid removal, including disposal and/or storage of

the Co-located Equipment, without any claim whatsoever against Nucleus Connect in connection with the aforesaid works undertaken by Nucleus Connect.

The Contracting QP shall pay Nucleus Connect (i) the applicable Charges in the event of any expiry or termination of the Co-location Service as set out in paragraph 13, and (ii) if the Co-location Service is terminated prior to the expiry of the Minimum Term, the Contracting QP shall also pay Nucleus Connect for the outstanding Charges in respect of such Co-location Service for the remainder of the Minimum Term, in accordance with the Master ICO Agreement, provided that the Contracting QP shall not be liable for such outstanding Charges unless such termination is due to the Contracting QP's fault.

- 10.3 Upon the expiry or termination of the Co-location Service, this Service Schedule shall lapse, unless Nucleus Connect is separately providing Co-location Services to the Contracting QP at the time, in which case this Service Schedule shall remain in force.

## **11. FAULT MANAGEMENT AND RECTIFICATION**

- 11.1 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.
- 11.2 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 or equipment, 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](mailto:helpdesk@nucleusconnect.com) (and/or such other email address as Nucleus Connect may notify the Contracting QP from time to time),

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

- 11.3 Upon receipt of a Fault Report from the Contracting QP pursuant to paragraph 11.2, 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 investigation / rectification work.
- 11.4 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.
- 11.5 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, the Contracting QP shall pay to Nucleus Connect the applicable Charges in respect of such joint investigation as set out in paragraph 13. Any charges imposed by Nucleus Connect's suppliers and contractors shall not be borne by the Contracting QP.

- 11.6 If the Contracting QP reports a Fault in accordance with paragraph 11.2 and following investigations by Nucleus Connect, either no Fault is found or Nucleus Connect determines that the 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 paragraph 13. For the avoidance of doubt, any charges imposed by Nucleus Connect's suppliers and contractors shall not be borne by the Contracting QP.
- 11.7 The Fault shall be deemed to be rectified when Nucleus Connect has tested and confirmed to the Contracting QP that it has been rectified.
- 11.8 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, in accordance with the safety regulations and procedures of Nucleus Connect as set out in the Standard Operating Procedures annexed hereto as Appendix C.

## 12. SERVICE LEVELS

- 12.1 Nucleus Connect will provide the Co-location Service in accordance with the service levels set out in this paragraph 12.
- 12.2 Nucleus Connect targets to achieve an availability for power of at least 99.95% per month ("SLG").
- 12.3 The SLG shall be calculated in the following manner:

$$SLG = \left( 1 - \frac{\text{No. of power outage minutes in a month}}{\text{No. of minutes in a month}} \right) \times 100\%$$

$$SLG = \left( 1 - \frac{\text{No. of power outage minutes in a month}}{\text{No. of minutes in a month}} \right) \times 100\%$$

provided that the period during which power is supplied by UPS and/or Power Generator is activated will not be taken into account in the computation of the number of minutes of power outage.

- 12.4 If Nucleus Connect fails to meet the SLG for a particular calendar month, and subject to paragraphs 12.5 and 12.7, Nucleus Connect will compensate the Contracting QP by way of a credit rebate according to the table 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.

Availability in a calendar month	Service Credit % reduction in monthly Service Fee
100% - 99.95%	0%
99.94% - 99.90%	5%
99.89% - 99.85%	10%
99.84% - 99.80%	15%
Less than 99.80%	20%

- 12.5 In order for the Contracting QP to be granted the rebate referred to in paragraph 12.4, it shall submit a claim therefor within thirty (30) days of the completion of the relevant



calendar month on which the SLG 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 SLG payment in respect of that claim.

- 12.6 If the Contracting QP disputes Nucleus Connect's record on the SLG 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.
- 12.7 The Contracting QP shall not be entitled to make any claim under this section if Nucleus Connect fails to meet the SLG caused by any of the following circumstances:
- (a) Fault due to any equipment, wiring and/ or cabling owned or operated by the Contracting QP;
  - (b) where Nucleus Connect's failure to meet the SLG is attributable to events beyond Nucleus Connect's reasonable control, provided that failure attributable to Nucleus Connect's contractors and suppliers shall not be regarded as events outside Nucleus Connect's reasonable control;
  - (c) Faults in Nucleus Connect's Network for which the Contracting QP has not reported a Fault;
  - (d) Fault is reported by the Contracting QP but no Fault is found or confirmed by Nucleus Connect;
  - (e) 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
  - (f) 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.
- 12.8 The Contracting QP acknowledges and agrees that the remedy provided in this paragraph 12 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 SLG.
- 12.9 The failure to meet the SLA shall not constitute a breach of contract by Nucleus Connect.

### 13. CHARGES

The NC Charges in relation to the provision of the Co-location Service are set out in this paragraph 13. All such NC Charges are for work done by Nucleus Connect between 9am to 5pm on Business Days. Any work carried out by Nucleus Connect outside of such times shall be chargeable on a per hour basis as stated below.

Description	One-Time NC Charge	Monthly Recurring NC Charge	Remark
Co-location Service with rack	Application Fee:\$100 per rack		

**NUCLEUS CONNECT ICO AGREEMENT  
SERVICE SCHEDULE – CO-LOCATION SERVICE**

Description	One-Time NC Charge	Monthly Recurring NC Charge	Remark
Rack Rental (42U 600mmx900mm)	Installation Charge of \$1,500 per rack	2-year contract: \$1,760 (1 rack space) + (power meter rate + 15%)  5-year contract:\$1,600 (1 rack space) + (power meter rate + 15%)	
Rack Rental (42U 600mmx1000mm)	Installation Charge of \$1,800 per rack	2-year contract: \$1,760 (1 rack space) + (power meter rate + 15%)  5-year contract:\$1,600 (1 rack space) + (power meter rate + 15%)	
2x16A Power cables	Installation Charge of \$750	Not Applicable	
Others types of applicable Installation Charge	Cost-Oriented basis	Not Applicable	
Additional 2000VA AC power	Cost-Oriented basis	power meter rate + 15%	
Remote Hand Services	Free	\$500	For the first 20 requests in the month.
Remote Hand Services after exceeding the 20 requests	\$200	Not Applicable.	For every subsequent 10 requests.
Termination charges - Recovery of equipment - Reinstatement of Co-location space	Cost-oriented basis	Not Applicable.	Contracting QPs will be billed the remaining period for early termination.
Installation of Patch Cables	Cost-Oriented basis	Not Applicable.	Installation of indoor optical fibre/UTP/coaxial.
Installation of FDF, Patch Panel, Power Socket, etc	Cost-Oriented basis	Not Applicable.	

**NUCLEUS CONNECT ICO AGREEMENT  
SERVICE SCHEDULE – CO-LOCATION SERVICE**

Description	One-Time NC Charge	Monthly Recurring NC Charge	Remark
<p>Escort service (if requested), site inspection, etc per manhour charge</p> <p>Onsite Charge (per manhour), only if requested by Contracting QP</p>	<p>Office hours: \$80/hr(Mon-Fri 9am – 5pm)</p> <p>Non-Office hours: \$120/hr(othe r time)</p>	Not Applicable.	<p>a) Escort service for any works to be carried out by the Contracting QP in the CO such as equipment installation, configuration, removal, testing, maintenance, outage recovery.</p> <p>b) Site survey/selection for location of equipment rack and any testing and/or commissioning of services.</p> <p>c) A minimum of 2 hours will be charged for each request.</p>
Per man hour charge for service provisioning during non-office hours	\$120/hr	Not Applicable	Office hours: 9am-5pm Mon-Fri (excluding public holidays)
Fault reporting: Fault found not due to Nucleus Connect (minimum 2 hours)	<p>Office hours: \$80/hr + Transport \$50 per trip</p> <p>Non-Office hours: \$120/hr + Transport \$50 per trip</p>	Not Applicable	Office hours: 9am-5pm Mon-Fri (excluding public holidays)

## Appendix A

### PHYSICAL ACCESS PROCEDURES

#### 1. GENERAL

1.1 The Contracting QP will provide and update regularly a list of the person(s) authorised by the Contracting QP to:

- (a) access the Co-location Space leased by it; and
- (b) supply instructions to Nucleus Connect relating to the Co-location Service provided to the Contracting QP.

1.2 Nucleus Connect shall permit the Contracting QP's authorised staff and/or authorised agents to access the Contracting QP's leased Co-location Space within the NC CO on a seven (7) days-a-week, twenty-four (24) hours-a-day basis. Nucleus Connect shall make physical access to the Co-location Space available to the Contracting QP subject to:

- (a) in the case of service-affecting emergency access, the Contracting QP calling the Fault Management Hotline at least one (1) hour in advance from the proposed time of access. The Contracting QP shall also, within twenty-four (24) hours of such call, complete the Customer Temporary Access Declaration Form attached to this Service Schedule ("**Access Form**") in accordance with paragraph 1.3 and send such completed form by facsimile to (65) 6808 2820 (and/or such other facsimile number as Nucleus Connect may notify the Contracting QP from time to time);
- (b) in the case of non-service-affecting emergency access, the Contracting QP completing the Access Form in accordance with paragraph 1.3 and sending such completed form by facsimile to (65) 6808 2820 (and/or such other facsimile number as Nucleus Connect may notify the Contracting QP from time to time) at least four (4) hours in advance from the proposed time of access; and
- (c) in all other cases, the Contracting QP completing the Access Form in accordance with paragraph 1.3 and sending such completed form by facsimile to (65) 6808 2820 (and/or such other facsimile number as Nucleus Connect may notify the Contracting QP from time to time) at least twenty-four (24) hours in advance from the proposed time of access.

Except in the case where sub-paragraph (a) above applies, the Contracting QP shall also be required to call the Fault Management Hotline to confirm access approval by Nucleus Connect.

1.3 When the Contracting QP wishes to obtain physical access to the Co-location Space, it must complete and submit to Nucleus Connect the Access Form with the following information:

- (a) the purpose for which physical access is requested;
- (b) the identity of the senior person (the "**Supervisor**") who will be present and who will be responsible for the persons who will be physically accessing the facility;
- (c) a complete list of the persons (limited to a maximum of five (5)) who may be physically accessing the facility on the relevant date of access; and

- (d) an estimate of the time during which, physical access is requested.
- 1.4 If Nucleus Connect, acting reasonably, has any doubt as to the identity or authorisation of any person seeking to gain entry into the Co-location Space or to supply instructions to Nucleus Connect relating to the Co-location Service provided to the Contracting QP, then Nucleus Connect reserves the right to refuse access to the Co-location Space to that person, or not to accept that person's instructions, without any liability to the Contracting QP or that person.
- 2. **CONDITIONS OF PHYSICAL ACCESS**
- 2.1 Nucleus Connect may refuse any person physical access to, or require that person to be removed from a NC CO where:
  - (a) that person cannot, upon request, produce a current valid letter of authorisation and any identification card which is issued by Nucleus Connect; or
  - (b) Nucleus Connect has previously notified the Contracting QP of problems with that person (e.g. the person has breached safety requirements or the Standard Operating Procedures annexed hereto as Appendix C); or
  - (c) where in the opinion of Nucleus Connect, the person's action may cause damage to Nucleus Connect's properties or may compromise or threaten safety; or
  - (d) the person loiters around Nucleus Connect's premises other than the Co-location Space for which physical access is granted for permitted works to be carried out.
- 2.2 The Contracting QP must not do or omit to do anything in connection with gaining physical access to the NC CO which may:
  - (a) threaten the safety of Nucleus Connect's employees, customers or third persons; or
  - (b) interfere physically or electrically with the delivery of telecommunication services supplied or to be supplied by Nucleus Connect; or
  - (c) jeopardise the integrity or confidentiality of communications within Nucleus Connect's Network; or
  - (d) threaten the security of the NC CO; or
  - (e) cause damage to the NC CO.
- 2.3 The Contracting QP must ensure that:
  - (a) physical access is gained through the specified entry; and
  - (b) only persons with a current and valid letter of authorisation can gain physical access; and
  - (c) physical access is gained only to the NC CO or part thereof for which approval has been granted; and
  - (d) each person gaining physical access shall comply with all the check-in procedures such as exchanging their identity cards or work permits for the Nucleus Connect's identification cards or such other security passes

that may be implemented by Nucleus Connect from time to time and signing a log book at the security post in which is recorded the full name of the person, IC/Passport no., contact no., date and time of entry and departure from the facility; and

- (e) the Standard Operating Procedures annexed hereto as Appendix C; and
- (f) the Co-location Space is left in a safe and tidy condition; and
- (g) the Contracting QP's Supervisor informs Nucleus Connect when work has been completed and all of the Contracting QP's personnel have left the facility.

## Appendix B

### CO-LOCATED EQUIPMENT INSTALLATION AND MAINTENANCE PROCEDURES

#### 1. INSTALLATION OF EQUIPMENT AT CO-LOCATION SPACE

##### 1.1 Installation of Co-located Equipment

1.1.1 Prior to commencing installation of its Co-located Equipment, the Contracting QP is required to submit the following documents no less than ten (10) Business Days before commencement of works for Nucleus Connect's approval:

- (a) A list of all Co-located Equipment to be installed in the Co-location Space; and
- (b) Detailed installation plans and installation timetable.

The Contracting QP shall not commence installation of its Co-located Equipment until it has received Nucleus Connect's approval.

1.1.2 The Contracting QP shall house only Co-located Equipment of the following dimensions within the Co-location Space:

- (a) 600mm by 900mm by 42U racks (equivalent to industry standard 19-inch racks); and/or
- (b) 600mm by 1,000mm by 42U racks (equivalent to industry standard 19-inch racks but with space for cabling and airflow incorporated).

Only front and back access to the equipment rack will be provided. The minimum clearance for the front access and back access is 1 metre.

1.1.3 The Contracting QP must ensure that all Co-located Equipment installed in the equipment rack will not exceed 300kg per rack. The Contracting QP is required to consult and provide to Nucleus Connect a list of all Co-located Equipment to be installed prior to the equipment setup and installation in the rack in accordance with paragraph 1.1.1 of this Appendix B.

1.1.4 If the Contracting QP's failure to complete installation within two (2) weeks from the date of commencement of such installation (the "**Installation Period**"), is attributable to circumstances beyond the reasonable control of the Contracting QP, Nucleus Connect will grant an extension of two (2) weeks to the Contracting QP at the request of the Contracting QP. Any such request made by the Contracting QP shall be made in writing, shall contain reasons for such extension and must be made available to Nucleus Connect prior to the expiry of the Installation Period. Nucleus Connect shall respond to such request within three (3) Business Days from the date of receipt.

1.1.5 The Contracting QP must not locate equipment other than Co-located Equipment in the Co-location Space.

##### 1.2 Interference

1.2.1 The Contracting QP shall ensure that its Co-located Equipment does not cause any interference to the Nucleus Connect's equipment, plant, facilities, Network and the equipment of other occupying customer in the NC CO where the Co-location Space is located. In the event of any such interference, Nucleus Connect and the Contracting QP shall, in good faith, take reasonable measures to resolve the problem promptly.

- 1.2.2 Where the Co-located Equipment is causing interference to existing equipment and the interference cannot be resolved, the Contracting QP shall promptly remove the source of interference.
- 1.2.3 If Nucleus Connect determines that any interference from the Co-located Equipment poses immediate risk of personal injury or damage to property, Nucleus Connect may withdraw the Contracting QP's right of physical access to the Co-location Space and at the Contracting QP's cost, take measures necessary to prevent such injury or damage. Otherwise, Nucleus Connect may provide the Contracting QP with five (5) Business Days' notice to rectify the interference. After such time, if the interference continues, Nucleus Connect may withdraw physical access, and at the Contracting QP's cost, take measures to prevent the interference.

### **1.3 Standard Operating Procedures and Safety**

- 1.3.1 In relation to the installation, operation and maintenance of its Co-located Equipment located in the Co-location Space, the Contracting QP must comply with the Standard Operating Procedures for Co-location Space annexed to this Schedule as Appendix C as amended from time to time, and any reasonable written instructions which are provided to the Contracting QP by Nucleus Connect.
- 1.3.2 In relation to physical access to the Co-location Space, the Contracting QP shall comply with the Physical Access Procedures annexed to this Schedule as Appendix A as amended from time to time and any reasonable written instructions which are provided to the Contracting QP by Nucleus Connect.
- 1.3.3 Any rubbish/debris created in the course of installation or maintenance shall be removed daily by the Contracting QP.
- 1.3.4 Nucleus Connect may attend the Co-location Space to which access has been approved for the installation, modification, replacement or addition of the equipment to verify that the Contracting QP's undertaking of the installation, modification, maintenance, operation, replacement or addition of the equipment is in accordance with the approved request, the installation plans, the Standard Operating Procedures in Appendix C and such other reasonable written instructions provided to the Contracting QP.
- 1.3.5 Where, as a result of an attendance under paragraph 1.3.4 of this Appendix B, Nucleus Connect notifies the Contracting QP that its installation is not in accordance with the approved request, the installation plans, the Standard Operating Procedures annexed hereto as Appendix C or such other reasonable written instructions provided to the Contracting QP, the Contracting QP must take appropriate corrective action within five (5) Business Days of notice. If the Contracting QP fails to do so, Nucleus Connect may withdraw physical access or undertake the appropriate corrective action and recover the reasonable cost from the Contracting QP accordingly.
- 1.3.6 The Contracting QP shall consult with and obtain the consent of Nucleus Connect before carrying out any hacking or drilling work on the floor, wall and ceiling slabs.
- 1.3.7 No Hot Works shall be carried out by the Contracting QP without prior approval from Nucleus Connect and any such works must be performed in accordance with Nucleus Connect's safety procedures. "Hot Works" means any work involving riveting, welding, flame cutting, burning, gouging or any other work involving the use of heat that may produce sparks.
- 1.3.8 No work shall be performed by the Contracting QP on any of Nucleus Connect's equipment, facilities, plant or Network including, but not limited to earth bars and Power Distribution Points/boards.



- 1.3.9 No flammable or hazardous materials shall be used by the Contracting QP, whether on a permanent or temporary basis, during and after the installation period. No smoking is allowed. No food or drinks are allowed in the Co-location Space.
- 1.3.10 Where, during the course of installation, operation, maintenance, replacement or repair of its Co-located Equipment the Contracting QP causes any damage to the NC CO, plant, Network, equipment or facilities, the Contracting QP must report the damage immediately to Nucleus Connect. Nucleus Connect shall rectify any damages in any way it deems fit. Any cost and expense incurred by Nucleus Connect in this regard shall be reasonable, and reasonably incurred, and such cost and expense in connection with the damage including for the repair thereof shall be borne by the Contracting QP.
- 1.3.11 The Contracting QP shall report immediately any incident, injury, harm, fatal or otherwise that occurs at the Central Office to Nucleus Connect. For fatal or serious accidents, the accident site shall be left undisturbed to facilitate the relevant authority to investigate the circumstance leading to the accident. The Contracting QP shall report immediately to the Ministry of Manpower, police and insurance company of any fatal accident having occurred at the Central Office. The Contracting QP shall be liable for and shall indemnify and keep indemnified Nucleus Connect against all losses, claims, proceedings, damages, liabilities, costs and expenses for injuries or death to any person whomsoever or any loss or damage to any property whatsoever which arise out of or in consequence of any act or omission of the Contracting QP's employees and contractors in relation to the Central Office and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

#### **1.4 Final Inspection**

- 1.4.1 Upon completion of the installation of the Co-located Equipment in the Co-location Space, the Contracting QP shall advise Nucleus Connect and request Nucleus Connect to conduct a final inspection and confirm that the installation conforms to the approved detailed installation plans.
- 1.4.2 Where the final inspection reveals that the installation does not materially conform to the approved detailed installation plans, Nucleus Connect shall notify the Contracting QP. The Contracting QP must reinstall or take other appropriate corrective action within ten (10) Business Days of notification, or such other time as is otherwise agreed. The Contracting QP shall bear the reasonable costs that Nucleus Connect incurs for the inspection of the reinstallation or other appropriate corrective action. Nucleus Connect may still inform and require the Contracting QP to make adjustments to its installation where the installation does not conform to the installation plan in a non-material way, but this notification will not delay the approval process under this Appendix B.
- 1.4.3 If the Contracting QP fails to reinstall or take the appropriate corrective action referred to in paragraph 1.4.2, Nucleus Connect may take appropriate corrective action including removal of the Contracting QP's Co-located Equipment. The reasonable costs for the corrective action shall be borne by the Contracting QP.

#### **2. MAINTENANCE OF CO-LOCATED EQUIPMENT IN CO-LOCATION SPACE**

- 2.1 The Contracting QP shall be responsible for the operation and maintenance of its Co-located Equipment.
- 2.2 In the operation and maintenance of the Co-located Equipment, the Contracting QP must:
- (a) take such other action as a reasonably prudent Contracting QP would; and

- (b) keep the Co-location Space in a tidy and safe condition at all times; and
  - (c) ensure that flammable or toxic material is not left in or around the Co-location Space following maintenance or other operations.
- 2.3 If the fault, defect or problem with the Co-located Equipment of the Contracting QP causes or may cause damage to the Co-location Space or Nucleus Connect's Facilities, the Contracting must:
  - (a) notify Nucleus Connect as soon as practicable; and
  - (b) repair the fault, defect or problem or take other appropriate corrective action immediately.
- 2.4 Where Nucleus Connect determines that the Contracting QP's Co-located Equipment poses an immediate risk of personal injury or significant property damage, it may, at the Contracting QP's cost, take interim measures necessary to prevent such injury or damage, pending attendance by the Contracting QP to perform corrective work.
- 2.5 All Co-located Equipment located at the leased Co-location Space must be used by the Contracting QP for the primary purpose of connecting to the Active Network and the provision of services over the Active Network. If the Contracting QP intends to use the leased Co-location Space for any other purpose, the prior approval of Nucleus Connect is required.
- 2.6 If the Contracting QP detects a fault, defect or problem in Co-location space, it must notify Nucleus Connect as soon as possible.

## **2.7 Compliance**

- 2.7.1 The Contracting QP must ensure that its employees, agents and approved subcontractors comply with the provisions of this Schedule including all reasonable procedures and directions of Nucleus Connect as notified to the Contracting QP from time to time.
- 2.7.2 The Contracting QP must comply with all laws, codes, standards, authorisations and licences when performing works under this Schedule.
- 2.7.3 The Contracting QP must ensure that it has all necessary permits, approvals and licences from any person, governmental, regulatory or relevant authority in order to perform works under this Schedule. Where requested to do so, Nucleus Connect will reasonably assist the Contracting QP to obtain any such necessary permits, approvals or licences.
- 2.7.4 Nothing in this Schedule vests in the Contracting QP any right, title or proprietary interest in the Central Office.

## **2.8 Marking of Equipment**

- 2.8.1 The Co-located Equipment must be marked by the Contracting QP to clearly indicate that it is owned by the Contracting QP and in such manner as Nucleus Connect may reasonably direct from time to time.

## **Appendix C**

### **STANDARD OPERATING PROCEDURES**

#### **1. ROLES AND DUTIES**

- 1.1 The Supervisor shall be present at all times when his workers are in the Co-location space.
- 1.2 The Supervisor shall provide guidance and advice to his workers on the general safety requirements and any other particular safety measures required at a specific site and/or project.
- 1.3 The Supervisor must ensure that compliance with safety requirements is strictly observed.
- 1.4 The Supervisor must be familiar with all safety practices and procedures.
- 1.5 Proper personal protective equipment such as safety helmets, safety belts, etc. must be issued when necessary for use.
- 1.6 Every accident/injury should be reported immediately to Nucleus Connect Site Supervisor.
- 1.7 For minor injuries, ensure that the injured receives first aid attention, even for the smallest wound.
- 1.8 For serious injuries, identify and isolate the cause of accident immediately, and render first aid treatment by a trained first aider. Notify Nucleus Connect's onsite personnel immediately for the necessary follow-up action.

#### **2. INSTRUCTIONS TO BE STRICTLY ADHERED TO**

- 2.1 Personnel working at the hoist area, especially the contractor's worker-in-charge of securing equipment must wear safety belt (to be supplied by their own contractor).
- 2.2 During lunch break, no contract workers shall remain on top of the frame on the cable trough and there will be no hoisting but the contractor's workers are free to carry out other work eg. packing in the work area.
- 2.3 All contract workers shall adhere to strict instructions from the staff of Nucleus Connect.
- 2.4 No materials are to be temporarily stored at the hoist area and passage ways.
- 2.5 All debris must be removed daily.

#### **3. GENERAL CENTRAL OFFICE REGULATION**

- 3.1 Every worker is expected to:
  - (a) comply with instructions, both verbal and written; and
  - (b) follow safety, housekeeping and other rules.
- 3.2 Every worker is strictly prohibited from, and shall not:-

- (a) listen into or interfere with telephone conversations or tamper with circuitry or any other equipment in the NC CO;
- (b) disclose official documents or information;
- (c) remove property belonging to Nucleus Connect, any Contracting QP or any third party without proper authorisation;
- (d) smoke within prohibited areas;
- (e) gamble, sleep or be engaged in any other unauthorised activity in the NC CO;
- (f) commit any act of vandalism;
- (g) be within the NC CO premises and prohibited areas (eg. Power Room, MDF Room) after duty hours;
- (h) be within the NC CO premises and prohibited areas (eg. MDF Room) when not required to go there to work;
- (i) consume food and drinks within prohibited areas; or
- (j) bring any unauthorised receivers, transmitters and tape recorders into NC CO or any prohibited areas.

#### **4. GENERAL SAFETY WORK PROCEDURES**

##### **4.1 Housekeeping**

- 4.1.1 All workers must clean up their work place at the end of each day.

##### **4.2 Proper Attire**

- 4.2.1 Female workers are advised to refrain from wearing loose clothing, for example skirts or baju kurong, etc.

##### **4.3 Personal Protective Equipment**

- 4.3.1 Wear safety helmets during the recovery of ironworks, racks, cutting of cables and hoisting work.
- 4.3.2 Wear gloves when handling rough or sharp materials.

##### **4.4 Working with Ladder**

- 4.4.1 Ladders shall be securely fixed or placed on level ground so as to prevent slipping or falling.
- 4.4.2 Do not stand on the top two steps of a ladder exceeding 3m height (standing on top of a ladder is dangerous).
- 4.4.3 Do not leave tools on the ladder. Use tool bags or pockets where appropriate.
- 4.4.4 Do not overreach from a ladder or lean too far out. Move the ladder close to the work.
- 4.4.5 Do not repair any damaged or worn-out ladders. Any such ladders should be returned to Nucleus Connect for replacement.
- 4.4.6 Do not place boxes on top of ladders and/or platforms for doing work.

- 4.4.7 Ensure that travelling ladders are securely locked before stepping onto the ladder steps.
- 4.4.8 Do not jam the locking device of the travelling ladder with wedges.
- 4.4.9 Always face a ladder when climbing or descending.
- 4.4.10 In positioning the ladder, make sure that electric power lines are not in the way.
- 4.4.11 When working atop a ladder placed in front of the door, ensure that the door is locked.
- 4.4.12 Refrain from working under ladders.

## **4.5 Handling of Equipment and Tools**

- 4.5.1 Be thoroughly familiar with the operational and safety procedures of electrical appliances before use.
- 4.5.2 Inspect tools before you use them – broken, cracked or worn out tools are unsafe.
- 4.5.3 Use the correct tool intended for a particular job.
- 4.5.4 After the usage of any tool, it must be returned to the tool box in its original position.
- 4.5.5 Inspect all electrical tools/equipment for damaged insulation, loose wires and proper connections before use.
- 4.5.6 Electrical supply to the electrical tools/equipment must be switched off and the plugs disconnected when not in use.
- 4.5.7 If any work is to be carried out on live electrical parts, disconnect the power supply.
- 4.5.8 Never throw tools from one person to another especially when working at heights.
- 4.5.9 Do not run or leave electrical wire/cable across passageways, wet surfaces and on sharp edges.

## **5. DOS AND DON'TS FOR FIRE PREVENTION**

### **5.1 DOS**

- 5.1.1 DO familiarise yourself with the location of fire alarm buttons, fire extinguishers and hose reels in your work area and the operation of the extinguishing system eg. halon gas.
- 5.1.2 DO familiarise yourself with the Fire Evacuation Routes in your work area.
- 5.1.3 DO ensure that all electrical appliances and equipment are in good working condition and are maintained by authorised personnel.
- 5.1.4 DO mop spilt oil, solvent, varnish or flux off the floor.
- 5.1.5 DO dispose waste into the dust bins or other receptacles provided and empty them regularly.
- 5.1.6 DO remove combustibles away from the work areas when they are not in use.
- 5.1.7 DO attack the fire from the windward side with the fire fighting aid. By so doing, the wind will carry the flame with smoke and fumes away from the fire fighters and at the same time, carry the extinguishing agent into the fire.

5.1.8 DO familiarise yourself with the use of safety breathing apparatus.

## **5.2 DON'TS**

5.2.1 DON'T smoke in any NC CO /workshop areas and any other areas designated "No Smoking".

5.2.2 DON'T overload any power point with electrical appliances or equipment.

5.2.3 DON'T replace any blown fuse with one of more than the specified rating.

5.2.4 DON'T store any flammable material/liquid (varnish or solvent) below or near any main electrical switch box or heat source.

5.2.5 DON'T accumulate waste and packing materials at the work areas.

5.2.6 DON'T leave solvent, varnish, flux, alcohol or other flammable liquids in the open without any lid on the container.

5.2.7 DON'T open or break windows or doors when an area is filled with smoke due to combustion except to avoid suffocation.

5.2.8 DON'T walk upright in a room filled with smoke due to combustion. Crawl out of the affected area through the nearest exit.

5.2.9 DON'T use water or any soda acid extinguisher to put out electrical, oil or liquid fires as these will not put out the fire but help to spread the fire and pose electrocution risks.

5.2.10 DON'T discard solvent, thinner or alcohol into the waste bin. Use proper containers with lids for its disposal.

5.2.11 DON'T leave unattended any hot soldering iron or other 'live' electrical appliances.

5.2.12 DON'T obstruct the passage ways, walk ways, corridors and fire exit door, and fire fighting and fire detection equipment/installation.

# Application Form

## Co-location Service



ATTN: NUCLEUS CONNECT, ORDER DESK FACSIMILE NO. : (65) 6808 2820 EMAIL: orderdesk@nucleusconnect.com	
Business Customer Information	
Company Details	Authorised Officer Particulars
Name of Firm/Company as in RCB:	Name of Authorised Officer as in NRIC/PASSPORT/FIN*. Please underline surname. (Dr/Mr/Miss/Mrs/Mdm):
Registered Address as in RCB:	NRIC/PASSPORT/FIN* No. of Authorised Officer (Dr/Mr/Miss/Mrs/Mdm):
	E-mail of Authorized Officer:
Main Office Contact No.:	Designation:
Main Office Fax No.:	Contact No. (Office):
Business Registration Number (BRN):	Contact No. (Fax):
Account Information (For New Accounts, please refer to for instruction to sign up Nucleus Connect's Services)	Account Number:
Customer Reference ID : (This ID is issued by customer for their internal reference of the service that is set out in this application form)	
Billing Details (If different from Business Customer Information)	
Company Name:	Billing Address :
City & Postal Code:	Country:
Contact Person Name (Billing):	Customer Contact Number :
Customer Fax Number:	E-mail:

\* Please select where appropriate

Customer Technical Contact	
Installation Contact (for service delivery)	Operations/Technical Contact (after service delivery)
Name:	Name:
Telephone (O):	Telephone (O):
Mobile:	Mobile:
Email:	Email:
Notification Mode: 24 Hours Daily <input type="checkbox"/> Office Hours (9am-5pm, Mon-Fri) <input type="checkbox"/>	Notification Mode: 24 Hours Daily <input type="checkbox"/> Office Hours (9am-5pm, Mon-Fri) <input type="checkbox"/>

**APPLICATION FORM – MODIFICATION REQUIRED**

**IDA Directed Modifications: IDA notes that Nucleus Connect has made an editorial error and the phrase "Additional 200VA AC power" in this Application Form should be replaced with "Additional 2000VA AC power". Accordingly, IDA directs Nucleus Connect to make the necessary modifications to Application Form to correct the error.**

Instruction	
A maximum of four (4) orders is allowed through one form submitted. Relevant charges will apply. The Application Fees of \$100 shall apply to each Order.	
Type of Orders & Configurations	
<input type="checkbox"/> New <input type="checkbox"/> Modification <input type="checkbox"/> Termination Rack ID (for existing service): _____ <input type="checkbox"/> Nucleus Co-location site : _____ <input type="checkbox"/> 600mm by 1,000mm by 42U or <input type="checkbox"/> 600mm by 900mm by 42U racks <input type="checkbox"/> Equipment1 Description/Dimension: _____ <input type="checkbox"/> Equipment2Description/Dimension: _____ <input type="checkbox"/> Equipment3 Description/Dimension: _____ <input type="checkbox"/> Equipment4 Description/Dimension: _____ <input type="checkbox"/> Total weight when fully installed : _____ <input type="checkbox"/> Power consumption/Heat load : _____ <input type="checkbox"/> Additional <del>200VA</del> <b>2000VA</b> AC power _____ <input type="checkbox"/> Additional 2x16A power cables _____ <input type="checkbox"/> Remote Hand Service : _____ <input type="checkbox"/> Others : _____ <input type="checkbox"/> Additional requirement: _____	<input type="checkbox"/> New <input type="checkbox"/> Modification <input type="checkbox"/> Termination Rack ID (for existing service): _____ <input type="checkbox"/> Nucleus Co-location site : _____ <input type="checkbox"/> 600mm by 1,000mm by 42U or <input type="checkbox"/> 600mm by 900mm by 42U racks <input type="checkbox"/> Equipment1 Description/Dimension: _____ <input type="checkbox"/> Equipment2Description/Dimension: _____ <input type="checkbox"/> Equipment3 Description/Dimension: _____ <input type="checkbox"/> Equipment4 Description/Dimension: _____ <input type="checkbox"/> Total weight when fully installed : _____ <input type="checkbox"/> Power consumption/Heat load : _____ <input type="checkbox"/> Additional <del>200VA</del> <b>2000VA</b> AC power _____ <input type="checkbox"/> Additional 2x16A power cables _____ <input type="checkbox"/> Remote Hand Service : _____ <input type="checkbox"/> Others : _____ <input type="checkbox"/> Additional requirement: _____
<input type="checkbox"/> New <input type="checkbox"/> Modification <input type="checkbox"/> Termination Rack ID (for existing service): _____ <input type="checkbox"/> Nucleus Co-location site : _____ <input type="checkbox"/> 600mm by 1,000mm by 42U or <input type="checkbox"/> 600mm by 900mm by 42U racks <input type="checkbox"/> Equipment1 Description/Dimension: _____ <input type="checkbox"/> Equipment2Description/Dimension: _____ <input type="checkbox"/> Equipment3 Description/Dimension: _____ <input type="checkbox"/> Equipment4 Description/Dimension: _____ <input type="checkbox"/> Total weight when fully installed : _____ <input type="checkbox"/> Power consumption/Heat load : _____ <input type="checkbox"/> Additional <del>200VA</del> <b>2000VA</b> AC power _____ <input type="checkbox"/> Additional 2x16A power cables _____ <input type="checkbox"/> Remote Hand Service : _____ <input type="checkbox"/> Others : _____ <input type="checkbox"/> Additional requirement: _____	<input type="checkbox"/> New <input type="checkbox"/> Modification <input type="checkbox"/> Termination Rack ID (for existing service): _____ <input type="checkbox"/> Nucleus Co-location site : _____ <input type="checkbox"/> 600mm by 1,000mm by 42U or <input type="checkbox"/> 600mm by 900mm by 42U racks <input type="checkbox"/> Equipment1 Description/Dimension: _____ <input type="checkbox"/> Equipment2Description/Dimension: _____ <input type="checkbox"/> Equipment3 Description/Dimension: _____ <input type="checkbox"/> Equipment4 Description/Dimension: _____ <input type="checkbox"/> Total weight when fully installed : _____ <input type="checkbox"/> Power consumption/Heat load : _____ <input type="checkbox"/> Additional <del>200VA</del> <b>2000VA</b> AC power _____ <input type="checkbox"/> Additional 2x16A power cables _____ <input type="checkbox"/> Remote Hand Service : _____ <input type="checkbox"/> Others : _____ <input type="checkbox"/> Additional requirement: _____
Customer requested RFS date^ : _____	Contract Period: <input type="checkbox"/> 24 months <input type="checkbox"/> 60 months
Additional Information	

^ Subject to agreement, resource availability and confirmation by Nucleus Connect.

Ⓜ (Installation of FDF, Patch Panel, Power Socket, Patch Cable etc will be on cost-oriented basis)

Customer Signature		
We hereby agree to subscribe to the abovementioned services on the terms and subject to the conditions contained in the Master ICO Agreement and the Service Schedule for the abovementioned services, which terms and conditions shall apply upon Nucleus Connect's acceptance of this application. We certify that all information provided by us herein are true, correct and complete. Further, we agree that any cancellation of the abovementioned services may result in a charge to us at Nucleus Connect's prevailing rates.		
<u>Signature of Authorised Officer</u>  <div style="border: 1px solid black; height: 50px; width: 100%;"></div>	<u>Date</u>  <div style="border: 1px solid black; height: 50px; width: 100%;"></div>	<u>Company Stamp</u>  <div style="border: 1px solid black; height: 50px; width: 100%;"></div>



# Application Form

## Co-location Service



For Nucleus Connect Use		
<input type="checkbox"/> Application Rejected:	Reason for rejection: _____	
<input type="checkbox"/> Application Accepted	Service ID/s: _____	Work Order No.: _____
No. of pages attached (Excluding application forms): _____	Approval code: _____	Processed by (Name, Contact, Signature and Date) _____

# Customer Temporary Access Declaration Form



ATTN: NUCLEUS CONNECT, ORDER DESK  
FACSIMILE NO. : (65) 6808 2820  
EMAIL: orderdesk@nucleusconnect.com  
FAULT MANAGEMENT HOTLINE: (65) 6808 2700

## Company Details and Authorized Officer Particulars

Name of Company as in RCB:			
Name of Authorised Officer as in NRIC/Passport No:		NRIC/Passport no:	
Contact No/ Fax No:		Mobile Phone No:	
E-mail of Authorised Officer:		Designation:	

## Access Details

Access Parties	<input type="checkbox"/> Employee <input type="checkbox"/> Third Party Vendor (Non-Telecom) <input type="checkbox"/> Third Party Vendor (Telecom) <input type="checkbox"/> Others: ____		
Additional Requirement	<input type="checkbox"/> Escort Service <input type="checkbox"/> Others (please specify): ____		
Co-location Service ID:	<input type="checkbox"/> Service ID: ____ <input type="checkbox"/> New Space: ____		
CO Location	<input type="checkbox"/> CO1: ____ <input type="checkbox"/> Rack: ____	<input type="checkbox"/> CO2: ____	
Purpose of temporary access request: _____	<div> <input type="checkbox"/> Temporary Access (Maximum 2 weeks)            Start Date(DD/MM/YY): ____            End Date (DD/MM/YY): ____            Start Time: ____    End Time: ____             Note: Customer has to fax Access Form to Order Desk 24 hours in advance and call Fault Management Hotline (6808 2700) to confirm access approval.         </div> <div> <input type="checkbox"/> Service-affecting Emergency Access (1 hour notice)  <input type="checkbox"/> Non Service-affecting Emergency Access (4 hours notice)             Note: Customer has to call Fault Management Hotline (6808 2700) at least 1 hour in advance and fax Access Form to Order Desk within 24 hours for Service-affecting Emergency Access. For non Service-affecting Emergency Access, Customer has to fax Access Form to Order Desk 4 hours in advance and call Fault Management Hotline (6808 2818) to confirm access approval.         </div>		

## Particulars of Access Parties

Full Name:	NRIC/Passport No	Contact No	E-Mail:	Company	Designation
Supervisor					

\* Please select where appropriate

## Customer Signature

We hereby agree to subscribe to the abovementioned services on the terms and subject to the conditions contained in the Master ICO Agreement and the Service Schedule for the abovementioned services, which terms and conditions shall apply upon Nucleus Connect's acceptance of this application. We certify that all information provided by us herein are true, correct and complete. Further, we agree that any cancellation of the abovementioned services may result in a charge to us at Nucleus Connect's prevailing rates.

<u>Signature of Authorised Officer</u>	<u>Date</u>	<u>Company Stamp</u>
<input type="checkbox"/> Application Rejected:    Reason for rejection:		
<input type="checkbox"/> Application Accepted	Service ID/s:	Work Order No.:

## Customer Temporary Access Declaration Form



No. of pages attached (Excluding application forms):	Approval code:	Processed by (Name, Contact, Signature and Date)
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