

APPENDIX 15

**REQUIRED AMENDMENTS TO SCHEDULE 12B CO-LOCATION
SUPPLEMENTARY COOLING SERVICE**

SCHEDULE 12B

CO-LOCATION SUPPLEMENTARY COOLING SERVICE

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SCHEDULE 12B

CO-LOCATION SUPPLEMENTARY COOLING SERVICE

1. GENERAL

1.1 This Schedule sets out the terms and conditions under which NetLink Trust will provide the Requesting Licensee with Co-Location Supplementary Cooling Service at the Central Offices.

1.2 Except as provided in this Schedule, the Requesting Licensee shall, at its own cost, provide all installation materials, tools, equipment and manpower needed for the adjustment and / or modification of their Co-Location Equipment (if required) to use the Co-Location Supplementary Cooling Service. Where any work is to be carried out by NetLink Trust under this Schedule, and the Charge is not defined under Schedule 15 (Charges), the Requesting Licensee shall pay all costs incurred by NetLink Trust in provisioning Co-Location Supplementary Cooling Service, subject to the following conditions:

- (a) the costs incurred by NetLink Trust will relate to the work that NetLink Trust needs to perform in order to provision the Co-Location Supplementary Cooling Service at a Central Office;
- (b) before incurring such costs, NetLink Trust will provide Requesting Licensee with prior reasonable written notice that the Requesting Licensee's Request requires NetLink Trust to undertake such work and such notice shall clearly and with sufficient detail set out the following:
 - (i) the reasonable costs which NetLink Trust seeks to recover from the Requesting Licensee in respect of the costs incurred by NetLink Trust (including a breakdown of the individual cost components and justification for incurring each cost component); and
 - (ii) based on the information set out in paragraph (b) (i), a binding written quote to the Requesting Licensee in respect of the work to be undertaken by NetLink Trust which shall be valid for a period of ten (10) Business Days (or such other time as may be agreed between the Parties) from the date they are notified to the Requesting Licensee by NetLink Trust;

- (c) NetLink Trust shall obtain the prior written approval of the Requesting Licensee to the costs noted in the notice within the time period under paragraph (b) (ii) and if the Requesting Licensee does not provide its written approval within that time period, then NetLink Trust may suspend NetLink Trust's work under this clause 1.2 until the Requesting Licensee agrees in writing. For the avoidance of doubt, the Requesting Licensee shall not be liable to bear any costs incurred by NetLink Trust under clause 1.2 unless the Requesting Licensee has given its prior written approval under this clause 1.2(c); and
 - (d) any dispute in respect of determining the reasonable costs set out in the notice shall be resolved in accordance with Schedule 17 to the ICO Agreement.
- 1.3 The list of Central Offices and the technical operating conditions of the Co-Location Supplementary Cooling System used are listed in Annexes 12B, 12D and 12E respectively. NetLink Trust may amend the Annexes from time to time with the approval of the Authority.
- 1.4 Initially, information relating to procedures and forms for ordering Co-Location Supplementary Cooling Service, installation and physical access and an updated list of COs, including information on whether any of the listed COs has been earmarked for decommissioning, will be available on NetLink Trust's website, for access by the Requesting Licensee through secured means. The secured access to NetLink Trust's website will require the payment of a Per User Account Charge (specified in clause 14 of Schedule 15 (Charges)) for each user account created. The aforementioned information shall be made available on the NetLink Trust Platform in due course. For the avoidance of doubt, such Per User Account Charge shall not be re-imposed when the information relating to Mandated Services is made available on the NetLink Trust Platform.
- 1.5 NetLink Trust shall not be responsible for any damage to the Requesting Licensee's Co-Location Equipment caused by fire, water leakage, air-conditioning/mechanical ventilation failure, power fluctuation/interruption, or anything beyond NetLink Trust's control in the Central Office other than to the extent that it is the result of a negligent, wilful or reckless breach of this ICO Agreement by NetLink Trust.
- 1.6 The timeframes in this Schedule relating to provisioning work for Co-Location Supplementary Cooling Service to be undertaken by NetLink Trust under clauses 3 (**Ordering and Provisioning Procedure**) and 4 (**Project Study**) are subject to delays caused by events outside NetLink Trust's reasonable control, in which case

such failure to meet the timeframes shall not constitute a breach of this ICO Agreement and clause 1.7 shall not apply, provided that NetLink Trust must notify the Requesting Licensee as soon as practicable upon the occurrence of such event, stating the cause of the events and specifying a new date for completion of the relevant provisioning work which is extended for the period of such delays.

1.7 NetLink Trust will provide the Service Level Guarantees in respect of provisioning of Co-Location Supplementary Cooling Service as set out in Annex 12A (**Service Level Guarantees**). If NetLink Trust fails to meet any Service Level Guarantees applicable to this Schedule and the failure to meet such Service Level Guarantees is solely caused by NetLink Trust, its contractors and/or suppliers, NetLink Trust will provide a remedy to the Requesting Licensee in accordance with:

- (i) section 1 of Annex 12A and any terms and conditions contained therein in respect of Co-Location Supplementary Cooling Request timeframes;
- (ii) section 2 of Annex 12A and any terms and conditions contained therein in respect of Project Study timeframes;
- (iii) section 3 of Annex 12A and any terms and conditions contained therein in respect of Site Preparation Work timeframes;
- (iv) section 4 of Annex 12A and any terms and conditions contained therein in respect of On-Site Response Time to fault report;
- (v) section 5 of Annex 12A in respect of claims made under Annex 12A.

The Requesting Licensee acknowledges that the relevant remedy provided under clause 1.7 is a genuine pre-estimate of the Requesting Licensee's loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure to meet the relevant Service Level Guarantees for Co-Location Supplementary Cooling Service and shall be NetLink Trust's sole and exclusive liability to the Requesting Licensee for such failure.

1.8 In addition to the specific terms and conditions of the Service Level Guarantees, the Service Level Guarantees shall not apply in any of the following circumstances:

- (a) The Co-Location Supplementary Cooling System is disconnected and/or reconnected by reason of it being suspended under the terms and

conditions of this Schedule or ICO Agreement, except where the suspension is due to NetLink Trust's fault;

- (b) fault due to any equipment, wiring and/or cabling owned or operated by the Requesting Licensee or on behalf of the Requesting Licensee;
- (c) provision or restoration of the Co-Location Supplementary Cooling Service where any site-coordination meeting, Joint Investigation Meeting or fault identification coordination meeting is involved, except where (a) the fault was caused by NetLink Trust; and (b) the Requesting Licensee has not contributed to any delay in setting up the meeting. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by NetLink Trust, the time taken from the start of arranging any site-coordination meeting, Joint Investigation Meeting or fault identification coordination meeting up to the end of the meeting, shall always be excluded;
- (d) NetLink Trust is not able to carry out the necessary installation, repair, service or maintenance due to NetLink Trust's inability to procure the necessary equipment, spare parts or accessories; or the Co-Location Space or building in which the Co-Location Space is located is unsafe, or pose a danger to NetLink Trust's Contractors. Notwithstanding the aforesaid, NetLink Trust shall use its reasonable endeavours to procure the said equipment, spare parts or accessories;
- (e) delay, suspension or inability in the provision or restoration of the Co-Location Supplementary Cooling Service caused by events beyond NetLink Trust's reasonable control;
- (f) fault in the Co-Location Supplementary Cooling Service for which the Requesting Licensee has not reported a fault;
- (g) fault in the Co-Location Supplementary Cooling Service was reported by the Requesting Licensee but no fault is found or confirmed after due investigation and verification by NetLink Trust;
- (h) NetLink Trust is required to carry out service interruption and the Requesting Licensee has been informed in accordance with clause 6.6 or 6.7;

- 1.9 If the Requesting Licensee disputes NetLink Trust's reason for rejection, its records and/or the amount of rebate, the Requesting Licensee shall not be entitled to be credited with any rebate until and unless the dispute has been resolved in accordance with Schedule 17 of the ICO Agreement.
- 1.10 A failure by NetLink Trust to meet any Service Level Guarantee does not constitute a breach of the ICO Agreement or this Schedule.

2. AVAILABILITY AT A CENTRAL OFFICE

- 2.1 The supplementary cooling solution requires a minimum heat load capacity per Central Office in order to operate. Any request for the Co-Location Supplementary Cooling Service will be assessed individually to determine if the technical operating conditions have been met prior to NetLink Trust confirming that the Co-Location Supplementary Cooling Service is available at the requested Central Office. For the avoidance of doubt, NetLink Trust shall only provide the Co-Location Supplementary Cooling Service only when the technical operating conditions specified in Table A in Annex 12D and Table B in Annex 12E are met for the respective Central Office.
- 2.2 Co-Location Supplementary Cooling Service shall be implemented according to the technical operating conditions specified in Table A and Table B in Annex 12D and Annex 12E respectively. As the Co-Location Supplementary Cooling Service does not have a redundant backup system, NetLink Trust shall put in place measures to supplement or assume, on a temporary basis, the role of the Co-Location Supplementary Cooling Service, whenever required, until the Co-Location Supplementary Cooling Service becomes available or resumes its normal operation.

3. ORDERING AND PROVISIONING PROCEDURE

- 3.1 NetLink Trust shall process requests for Co-Location Supplementary Cooling Service at a Central Office listed in Annex 12B (**Co-Location Supplementary Cooling Requests**) and allocate Co-Location Supplementary Cooling Service to Requesting Licensees in a non-discriminatory manner on a first-come-first-serve basis.
- 3.2 NetLink Trust shall process a maximum of sixteen (16) Co-Location Supplementary Cooling Requests per week from all Requesting Licensees (**Co-Location Supplementary Cooling Service Request Quota**). Any additional requests will be processed in the next available week where the Co-Location

Supplementary Cooling Service Request Quota has not been exceeded. NetLink Trust shall inform the Requesting Licensee of that overflow within one (1) Business Day of the date of receiving the Co-Location Supplementary Cooling Request (**Request Date**).

3.3 The Requesting Licensee shall submit its Co-Location Supplementary Cooling Request using a Co-Location Supplementary Cooling Request Form in the form of Annex 12C containing but not limited to the following information:

- (a) the Central Office listed in Annex 12B at which Co-Location Supplementary Cooling Service is sought;
- (b) the type of Co-Location Equipment proposed to be installed or already co-located in the Co-Location Space that requires Co-Location Supplementary Cooling Service; and
- (c) the Requesting Licensee's contact details.

3.4 Within one (1) Business Day of the date on which NetLink Trust receives the Co-Location Supplementary Cooling Request (**Request Date**) and subject to clause 3.2, NetLink Trust must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) if its Request is rejected, for any one of the following reasons:

- (a) the Co-Location Supplementary Cooling Request is not in the prescribed form;
- (b) the Co-Location Supplementary Cooling Request does not contain the required information or the information provided is inaccurate or misleading;
- (c) NetLink Trust has plans or otherwise proposes to decommission the Central Office within six (6) months of the date of the Co-Location Supplementary Cooling Request; or
- (d) the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule.

3.5 Within three (3) Business Days of the Request Date and subject to clause 3.2, NetLink Trust must notify the Requesting Licensee (and shall provide the

Requesting Licensee with a unique reference number or a similar form of identification in the notification) if its Request is accepted, or if rejected, for any one of the following reasons:

- (a) Requesting Licensee has not procured Co-location Space from NetLink Trust pursuant to Schedule 12;
- (b) Co-Location Supplementary Cooling Service at a Central Office is not available under clause 2;
- (c) there is insufficient space to install the supplementary cooling system;
- (d) the provision of Co-Location Supplementary Cooling Service at a Central Office will give rise to significant health, safety, technical or engineering issues; or
- (e) there are security and confidentiality requirements or restrictions imposed on NetLink Trust by Governmental Agencies.

Where NetLink Trust rejects the Co-Location Supplementary Cooling Request, NetLink Trust must provide reasons explaining the basis for rejection.

3.6 NetLink Trust shall be solely responsible to determine the number of supplementary cooling units required by each Requesting Licensee. NetLink Trust shall use the following criteria and methodology as part of its Project Study in determining the number of supplementary cooling units required by each Requesting Licensee.

3.6.1 The Requesting Licensee shall be required to install a supplementary cooling unit above the rack in which the Requesting Licensee's equipment is located pursuant to Schedule 12B when the total heat load generated by the rack exceeds 1.5kW; and

3.6.2 Subject to the mutual agreement of NetLink Trust and the Requesting Licensee, and such agreement shall not be unreasonably withheld by NetLink Trust, a supplementary cooling unit may be shared by the adjacent rack(s) of the Requesting Licensee. Nothing herein prevents a supplementary cooling unit from being shared amongst NetLink Trust's Requesting Licensees, subject to the mutual agreement of such Requesting Licensees. The sharing arrangements between the Requesting Licensees shall be managed by the Requesting Licensees themselves. Any

sharing of a supplementary cooling unit shall not discriminate against any of NetLink Trust's Requesting Licensees.

For the avoidance of doubt, nothing herein shall constrain NetLink Trust's reasonable discretion to require a Requesting Licensee to install a supplementary cooling unit above any of its racks which generates a total heat load which exceeds 1.5kW.

The heat load generated per rack is based on the information in Annex 12C submitted by the Requesting Licensee as required under clause 3.3 of Schedule 12. In the event that the heat load generated by the rack is found to be higher than that declared by the Requesting Licensee in Annex 12C and exceeds the heat load limit stated in clause 3.6.1, the Requesting Licensee shall be required to install a supplementary cooling unit above the said rack. For clarity, the total heat load = total power x 90%.

Upon completion of the project study, the Requesting Licensee will be informed of the number of supplementary cooling units which it is required to take up. The supplementary cooling unit to be installed is subject to Table A Technical Operating Conditions under Annex 12D and Table B Technical Operating Conditions under Annex 12E of Schedule 12B.

- 3.7 The Requesting Licensee shall be liable for and shall pay NetLink Trust the Co-Location Ordering Charge for processing the Co-Location Supplementary Cooling Request as provided in Schedule 15 (Charges), irrespective of the outcome of the Co-Location Supplementary Cooling Request, unless the Co-Location Supplementary Cooling Request was wrongfully rejected by NetLink Trust.
- 3.8 Where NetLink Trust is unable to offer the Co-Location Supplementary Cooling Service due to its unavailability, NetLink Trust shall discuss with the Requesting Licensee and put in place a suitable alternative arrangement to ensure that the Requesting Licensee can continue to operate its equipment without disruption, and take reasonable measures to inform the Requesting Licensee when the Co-Location Supplementary Cooling Service will be available.
- 3.9 The Requesting Licensee acknowledges that the actual placement of the Co-Location Supplementary Cooling equipment shall be determined by NetLink Trust. There will be no charges for utilisation of the Co-Location Space for the provision of the Co-Location Supplementary Cooling Service. NetLink Trust is not obligated to place the same Requesting Licensee's Co-Located Equipment

adjacent to each other, provided that NetLink Trust shall use its reasonable endeavours to accommodate any reasonable request for such adjacent placement made by the Requesting Licensee.

4. PROJECT STUDY

4.1 Subject to clause 3.2 and except where NetLink Trust has rejected a Co-Location Supplementary Cooling Request under clauses 3.4 and 3.5, NetLink Trust shall complete a Project Study within fifteen (15) Business Days of the Request Date. The Requesting Licensee must pay the Project Study Fee specified in Schedule 15 (Charges). The Project Study normally entails a joint site survey with the Requesting Licensee to determine the space, placement of the Co-Location Supplementary Cooling System and Site Preparation Works required at the Co-Location space.

4.2 Following completion of the Project Study, NetLink Trust shall provide the Requesting Licensee with the following information ascertained as a result of the Project Study:

- (a) the placement of the supplementary cooling unit;
- (b) that the Site Preparation Work would be completed within ninety (90) Business Days; and
- (c) an outline of the major elements of the Site Preparation Work to be undertaken by NetLink Trust together with the timeline to carry out the Site Preparation Work.

4.3 NetLink Trust shall be entitled to levy and receive the Project Study Fee provided in Schedule 15 (Charges) irrespective of whether the Requesting Licensee proceeds with the Co-Location Supplementary Cooling Request after completion of the Project Study.

5. SITE PREPARATION WORK

5.1 Within ten (10) Business Days (or such other time as may be agreed between the Parties) from the date of notification of the result of the Project Study under clause 4.2, the Requesting Licensee shall confirm in writing whether it wishes to proceed with Co-Location Supplementary Cooling Service.

- 5.2 The Requesting Licensee shall pay NetLink Trust the Cancellation Fee provided in Schedule 15 (Charges) if the Requesting Licensee cancels the Co-Location Supplementary Cooling Request after its confirmation in clause 5.1.
- 5.3 NetLink Trust shall complete any Site Preparation Work within a period provided under clause 4.2(b) from the date on which the Requesting Licensee notifies NetLink Trust under clause 5.1 that it wishes to proceed with Co-Location. If NetLink Trust is not able to complete the Site Preparation Work within the timeframe under this clause 5.3, NetLink Trust shall inform the Requesting Licensee of when the Site Preparation Work will be completed.
- 5.4 Within one (1) Business Day after the completion of the Site Preparation Work, NetLink Trust will notify the Requesting Licensee and request the Requesting Licensee to attend the Central Office for a final site inspection of the Co-Location Space.

6. STANDARD TERMS AND CONDITIONS

- 6.1 The Requesting Licensee shall conduct the final site inspection of the Co-Location Space jointly with NetLink Trust within one (1) Business Day of receipt of the notification by NetLink Trust under clause 5.4 above. The Requesting Licensee shall pay a Monthly Recurring Charge and Power Charge in accordance with Schedule 15 (Charges) upon completion of the final site inspection.

In any event, save where NetLink Trust is not able to commence provisioning of the Co-Location Supplementary Cooling Service or conduct the final site inspection jointly with the Requesting Licensee due to NetLink Trust's fault or delay, the Requesting Licensee shall be liable to pay the Monthly Recurring Charge and Power Charge under Schedule 15 (Charges) no later than the third Business Day after NetLink Trust's notification and request for a final site inspection as described in clause 5.4 above.

- 6.2 Subject to IDA's prior written approval at all times, the charges in Schedule 15 may be revised if there are no requests or, subject to the technical operating conditions in Table A in Annex 12D and Table B in Annex 12E, inadequate requests to implement the Co-Location Supplementary Cooling System, after one (1) year from the date of offer of ICO Schedule 12B.
- 6.3 The Requesting Licensee acknowledges that:

- (a) it will fully indemnify and hold NetLink Trust harmless at all times against all actions, claims, proceedings, costs (including legal costs), losses or damages or expenses for injuries or death to any person whomsoever, which may be brought against NetLink Trust by any person out of or in connection with any loss or damage to any property, including third party equipment, resulting from the actions or omissions of the Requesting Licensee's employees or contractors, unless such loss or damage is due to or arises from NetLink Trust's negligence or breach of this ICO Agreement;
 - (b) it must maintain good engineering and operational practices in its use of its equipment; and
 - (c) the technical means by which NetLink Trust supplies the Co-Location Supplementary Cooling Service is at NetLink Trust's sole discretion.
- 6.4 The Requesting Licensee shall, immediately on notice from NetLink Trust, remove from the Central Office any hardware, software or cabling component of the Requesting Licensee that NetLink Trust (in its sole discretion) considers may cause or is likely to cause a hazard, interference or obstruction to NetLink Trust's operation and maintenance of the Co-Location Supplementary Cooling Service.
- 6.5 Subject to the Requesting Licensee paying to NetLink Trust the charges specified in Schedule 15 (Charges) in full and without delay, NetLink Trust shall bear all costs incurred as part of maintaining and/or providing the Co-Location Supplementary Cooling Service, including any losses and damages incurred by NetLink Trust and/or the Requesting Licensee due to or arising from NetLink Trust's negligence or breach of this ICO Agreement.

CLAUSES 6.6 and 6.7 – DIRECTED AMENDMENTS

- 6.6 If it is necessary to carry out any planned service interruption, including but not limited to planned repair, or replacement or upgrade to any equipment or facility forming part of the Co-Location Supplementary Cooling Service, NetLink Trust shall provide the Requesting Licensee with at least four (4) ~~weeks' written~~ notice in advance of such interruptions, repairs or upgrades, and shall inform Requesting Licensees of the period of service interruption. ~~In the event~~ that it is necessary for the planned service interruption ~~has~~ to be changed/postponed, NetLink Trust shall provide the Requesting Licensee with no less than one (1) week's ~~notice~~ notice prior to the original scheduled commencement date of the service interruption. Where, for reasons beyond its control ~~e.g. where~~, NetLink Trust ~~received notifications of less~~

~~than one (1) week from third parties is unable to give advance notice to the Requesting Licensee as required by this Clause 6.6, e.g. where the service interruption or postponement thereof is necessitated by site works carried out by Third Parties and such Third Parties do not give NetLink Trust sufficient advance notice,~~ NetLink Trust shall notify the Requesting Licensee of the service interruption, or postponement thereof (as the case may be), as soon as is practicable and shall inform Requesting Licensee of the period of and the reason for service interruption ~~according to~~ in accordance with the ~~principle~~requirements for an urgent service interruption in Clause 6.7. ~~NetLink Trust would~~shall use its best endeavours ~~to~~ to minimise any service disruption to the Requesting Licensee.

- 6.7 If it is necessary to carry out ~~any~~an urgent service interruption, including but not limited to circumstances in which it is necessary for a planned repair, or replacement or upgrade service interruption to any equipment or facility forming part of the Co-Location Supplementary Cooling Service ~~be postponed or brought forward, and NetLink Trust is unable to give advance notice to the Requesting Licensee as required by Clause 6.6 for reasons beyond NetLink Trust's control,~~ , NetLink Trust shall notify the Requesting Licensee as soon is as practicable, ~~including after of: (i) the carrying out commencement date and time of the service interruption, and shall inform Requesting Licensees of the period of urgent service interruption. NetLink Trust would; (ii) the estimated period and end date of the urgent service interruption; and (iii) the reason for such urgent service interruption. NetLink Trust shall also inform the Requesting Licensee as soon as the urgent service interruption has ended. NetLink Trust shall~~ use its best endeavours ~~to~~ to minimise any service disruption to the Requesting Licensee.

As stated in the directed modifications to Clauses 6.6 and 6.7 and in Section 5 of the Explanatory Memorandum to the Direction dated 10 December 2014, NetLink Trust is (amongst other things) required to provide one month's notice for all planned interruptions, and one week's notice for any postponement of such planned interruptions.

IDA notes that the word "changed" in Clause 6.6 could be read so as to include both the postponement and bringing forward of planned service interruptions. In this regard, IDA considers that there is value in amending Clause 6.6 to make clear that it only allows for the postponement, and not bringing forward, of planned service interruptions. Otherwise, if planned service interruptions could be brought forward under Clause 6.6 by giving one week's notice to the Requesting Licensee, a planned service interruption could conceivably

be brought forward to commence before the end of the four-week notice period, which would defeat the four-week notice requirement.

Furthermore, IDA considers that there is value in amending Clause 6.6 to make clear that, in cases where it is necessary for NetLink Trust to postpone a planned service interruption, the notice of postponement should be one week before the original scheduled commencement date. In other words, the one-week notice period should be computed with reference to the original scheduled commencement date of the planned service interruption (as opposed to the rescheduled commencement date). For example, where a planned service interruption is originally scheduled to commence on 8 July 2015, and is subsequently postponed to commence on 22 July 2015, NetLink Trust would be required to give notice of the postponement to the Requesting Licensee no later than 1 July 2015 (one week before 8 July 2015).

Also, as stated in the directed modifications to Clauses 6.6 and 6.7 and in Section 5 of the Explanatory Memorandum to the Direction dated 10 December 2014, in cases where planned interruptions are the subject of unforeseen postponements and NetLink Trust is restricted to a shorter notification period due to corresponding short notices provided by third parties, NetLink Trust shall notify Requesting Licensees by applying the same principles as for unplanned interruptions.

In this respect, IDA considers that there is value in amending the language of Clause 6.6 to clarify the circumstances under which a planned service interruption (or postponement thereof) may be subject to the principles applicable to urgent service interruptions.

IDA also considers that there is value in clarifying the contents of the notice to Requesting Licensees as provided for in Clause 6.7.

Accordingly, IDA directs NetLink Trust to amend Clauses 6.6 and 6.7 in the manner annotated above.

6.8 NetLink Trust shall not be liable for any loss due to such service interruption unless the service interruption is due to NetLink Trust's negligence or breach of this Schedule 12B.

6.9 The Requesting Licensee, as soon as it becomes aware and at its sole cost, shall,

- (a) Notify NetLink Trust of any defects or problems discovered in the Co-Location Supplementary Cooling Service, if applicable, and provide NetLink Trust with the relevant information available pertaining to the defects or problems to facilitate correction or rectification;
- (b) Not alter, modify or damage the Co-Location Supplementary Cooling System in any way whatsoever or permit the Co-Location Supplementary Cooling System to be altered, modified, damaged or combined with any other equipment or system not approved by the manufacturer and NetLink Trust. The Requesting Licensee shall bear all costs associated or arising from any breach by Requesting Licensee of this clause 6.8 (b);
- (c) Ensure that its equipment (including cables) shall not obstruct NetLink Trust or its authorised contractors from carrying out operation and maintenance work on the Co-Location Supplementary Cooling System.
- (d) Notify NetLink Trust of any malfunction, defects, failure or problems with the Co-Location Supplementary Cooling System immediately upon Requesting Licensee becoming aware of same.

6.10 At any time during the Term of License, a Co-Location Supplementary Cooling System is deemed to have reached its End of Life (“End of Life”) if it has reached the end of its useful economic life as advised by the supplementary cooling system(s) manufacturer.

7. FAULT REPORTING AND CLEARING

- 7.1 It is the Requesting Licensee’s responsibility to ensure that the fault does not lie within its own equipment before reporting the fault to NetLink Trust.
- 7.2 NetLink Trust may respond with an on-site service within the On-Site Response Time (as defined hereunder).
- 7.3 Each Party must have or establish a Fault Reporting and Control Centre (FCC) to act as a single point of contact for the reporting, management and clearing of faults. The FCC must be available twenty-four (24) hours a day, seven (7) days a week. Where an on-Site service is required (each, a “Request”), NetLink Trust or its duly authorised agents shall respond on-Site to the Request within a target response time of four (4) hours (“On-Site Response Time”) from the time of the Request provided always that a Request is only valid and acceptable if it is made to and received by NetLink Trust via NetLink Trust’s FCC.

- 7.4 The term "On-Site Response Time" means the target period of time within which NetLink Trust or its duly authorised agents are to arrive at the affected Site from the time of receipt by NetLink Trust's FCC of the Request by Requesting Licensee.
- 7.5 The time taken to resolve a fault request shall depend on the nature of the problem and the availability of any Co-Location Supplementary Cooling System parts that require replacement. In this regard, NetLink Trust shall use reasonable endeavours to procure any Co-Location Supplementary Cooling System parts which require replacement.
- 7.6 Except if otherwise expressly provided in this Agreement, NetLink Trust accepts no liability whatsoever for any loss or damage howsoever caused by or arising from the fault to the Co-Location Supplementary Cooling System.

8. TERM OF LICENCE

- 8.1 The term of a Co-Location Supplementary Cooling Service licence granted under this Schedule shall commence on the date when NetLink Trust and the Requesting Licensee have conducted a joint final site inspection or the third Business Day after NetLink Trust has completed the Site Preparation Work whichever is earlier (**Commencement Date**) and continues for the term of eight (8) years subject to the End of Life of the supplementary cooling system, until the earlier of any of the following events:
- (a) either party terminates the Co-Location Supplementary Cooling Service in accordance with clause 10;
 - (b) the NetLink Trust ICO is revoked by the Authority under clause 12.8 of the ICO Agreement; or
 - (c) the Authority removes the requirement for NetLink Trust to provide Co-Location Supplementary Cooling Service under the NetLink Trust ICO or exempts NetLink Trust from providing Co-Location Supplementary Cooling Service under clause 12.9 of the ICO Agreement.
- 8.2 During the Term of Licence and subject to the Authority's approval, if any of or all the supplementary cooling systems reach their End of Life, NetLink Trust shall:
- (i) where NetLink Trust receives the notification from the manufacturer or is made aware that the Co-Location Supplementary Cooling System will

reach or has reached its “End of Life”, notify the Requesting Licensees immediately;

- (ii) at the time of notice or as soon as practicable thereafter, propose, subject to the Authority’s approval, new, additional or replacement system(s) and any revised specifications, prices, terms and conditions;
- (iii) where practicable, consult the affected Requesting Licensees on the proposal and submit the proposal incorporating the Requesting Licensees’ comments to the Authority for approval; and
- (iv) In any event, offer the replacement Co-Location Supplementary Cooling Service on the terms and conditions approved by IDA.

8.3 NetLink Trust shall use reasonable endeavours to source for and obtain a replacement service on at least equivalent prices, terms and conditions as the service that is due to be retired. In the event NetLink Trust is not able to obtain such replacement service on similar or equivalent prices, terms and conditions due to the absence of such replacement service or market factors, NetLink Trust shall notify and furnish the Requesting Licensee with a quotation for any additional charges resulting from the migration to the replacement service. Any such additional charges shall be subject to the Authority’s prior written approval. The Requesting Licensee shall, within ten (10) Business Days from the date of the quotation referred to under this clause 8.3, inform NetLink Trust in writing whether it accepts the quotation. Where the Requesting Licensee requests for an extension, NetLink Trust shall grant such an extension provided such extended timeframe is reasonable. If the Requesting Licensee does not accept the quotation, or if the Requesting Licensee does not (for any reason whatsoever) inform NetLink Trust in writing of its acceptance of the quotation within ten (10) Business Days or the agreed extended timeframe from the date of the quotation, the quotation shall be deemed cancelled.

8.4 For the avoidance of doubt, if the Co-Location Supplementary Cooling System has reached “End of Life” due to NetLink Trust’s negligence or breach of this ICO Agreement, NetLink Trust shall not impose on the Requesting Licensee any additional charges and costs above the prices of the service that is due to be retired.

9. SUSPENSION OF LICENCE

- 9.1 NetLink Trust may suspend the Requesting Licensee's Co-Location Supplementary Cooling Service licence at any time until further notice to the Requesting Licensee if the Co-Location Equipment causes or is likely to cause physical or technical harm to the Co-Location Supplementary Cooling System including but not limited to causing damage, interfering with or causing deterioration in the operation of the Co-Location Supplementary Cooling Service.
- 9.2 Where the suspension of the Co-Location Supplementary Cooling Service licence was due to the Requesting Licensee's fault, NetLink Trust shall, upon the end of the suspension period, charge the Requesting Licensee a Reconnection Charge for the service reconnection works in accordance to Schedule 15 (Charges). Additionally and for the avoidance of doubt, the Requesting Licensee shall remain liable for the Monthly Recurring Charge and Power Charge for the duration of such suspension of the Co-Location Supplementary Cooling Service licence.
- 9.3 Without limiting the exclusions or limitations of liability in this ICO Agreement, NetLink Trust shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of access to Co-Location Supplementary Cooling Service under this clause 9.

10. TERMINATION OF LICENCE

- 10.1 Either Party (**Terminating Party**) may terminate the licence of Co-Location Supplementary Cooling Service:
- (a) if the other Party is in breach of this Schedule other than failure to pay any sum for which the Requesting Licensee has been invoiced, and such breach remains un-remedied for a period of sixty (60) Calendar Days after receiving notice from the Terminating Party; or
 - (b) if the Requesting Licensee is in breach of this Schedule by its failure to pay any sum for which the Requesting Licensee has been invoiced, and such breach remains un-remedied for a period of fourteen (14) Calendar Days after receiving notice from the Terminating Party. For the avoidance of doubt, this sub-clause shall not apply pending the resolution of any Billing Dispute in accordance with the provisions of Schedule 16 (Billing).
 - (c) the Co-Location Supplementary Cooling Service has become unsafe for its purpose

10.2 NetLink Trust may immediately terminate a licence of Co-Location Supplementary Cooling Service if:

- (a) in NetLink Trust's reasonable opinion, the Requesting Licensee is using the Co-Location Supplementary Cooling Service in contravention of an applicable law, licence, code, regulation or direction and NetLink Trust has the necessary confirmation from the relevant Governmental Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;
- (b) the Requesting Licensee's Co-Location Supplementary Cooling Service licence has been suspended pursuant to clause 9.1 of this Schedule, and the Requesting Licensee fails to rectify the fault giving rise to the suspension within a period of sixty (60) Calendar Days from the date of suspension;
- (c) the Co-Location Supplementary Cooling Service is used for a purpose other than for Requesting Licensee's Co-Location Equipment;
- (d) the Co-Location Supplementary Cooling Service has become unsafe for its purpose;

10.3 NetLink Trust may terminate the Requesting Licensee's Co-Location Supplementary Cooling Service Licence with no less than ten (10) Business Days' prior written notice, if the Requesting Licensee removes or abandons its Co-Location Equipment and the Requesting Licensee does not dispute the termination within ten (10) Business Days from the date of such written notice by NetLink Trust.

10.4 If at any time during the term that the licence of a Co-Location Supplementary Cooling Service is to be terminated because of the closure of that Central Office, NetLink Trust must give the Requesting Licensee prior written notice at least eighteen (18) months before the scheduled closure of that Central Office. The Requesting Licensee shall bear its own cost associated with the closure of a Central Office. In the event that the Requesting Licensee requests assistance from NetLink Trust within thirty (30) Business Days after receiving a notice under this clause to provide an alternative solution to the Co-Location Space which is being terminated, NetLink Trust will use its reasonable endeavours in providing such assistance. The Requesting Licensee shall remain solely responsible for making any alternative arrangements as are necessary to continue to provide its

Customers with services and shall remove its Co-Location Equipment prior to the closure of the Central Office.

10.5 The Requesting Licensee may terminate the Co-Location Supplementary Cooling Service licence by giving NetLink Trust at least one (1) month's prior notice.

10.6 Upon expiry or termination of the Requesting Licensee's Co-Location Supplementary Cooling Service licence :

(a) the Requesting Licensee must discontinue the use of its high heat load Co-Location Equipment and, at its own cost, remove its high heat load Co-Location Equipment from the Co-Location Space without undue delay. Alternatively, the Requesting Licensee shall reduce the heat load of the Co-Location Equipment such that it meets or is below the level specified in clause 1.5.3 under Annex 12D of Schedule 12, and show NetLink Trust proof of such reduction. For the avoidance of doubt, high heat load Co-Location Equipment are Co-Location Equipment at the Co-Location Space that exceeds the heat load limit specified in clause 1.5.3 under Annex 12D of Schedule 12;

(b) NetLink Trust shall reinstate the Co-Location Space and recover/reinstate all cables/supports/opening. Save where the Requesting Licensee's discontinuation of the use of its Co-Location Equipment is a direct result of NetLink Trust's decommissioning of the Central Office under Schedule 12, or where the termination of the Co-Location Supplementary Cooling Service occurs as a result of NetLink Trust's fault, negligence or breach of the ICO Agreement, NetLink Trust shall recover the reasonably incurred cost of such reinstatement of the Co-Location Space from the Requesting Licensee. NetLink Trust shall notify the Requesting Licensee of the costs payable by the Requesting Licensee prior to NetLink Trust's reinstatement of the Co-Location Space and the Requesting Licensee shall pay the same upon receipt of NetLink Trust's invoice. For the avoidance of doubt, NetLink Trust does not require the Requesting Licensee's approval of the costs, and may proceed to reinstate the Co-Location Space once it notifies the Requesting Licensee of the costs payable by the Requesting Licensee; and

(c) the Requesting Licensee shall pay NetLink Trust the charges for Co-Location Supplementary Cooling Service for the remainder of the term of the Co-Location Supplementary Cooling Service licence if the termination is the result of the Requesting Licensee's fault, except where the termination is

pursuant to clauses 8.1(b), 8.1(c), 10.2(d), 10.4, or where the termination is initiated by the Requesting Licensee pursuant to clause 10.1(a).

10.7 If the Requesting Licensee fails to discontinue the use of its Co-Location Equipment and/or remove its Co-Location Equipment and/or reduce the heat load of its Co-Location Equipment in accordance with clause 10.6(a), NetLink Trust may at its sole discretion proceed to remove and/or dispose of all or such of the Requesting Licensee's Co-Location Equipment giving rise to the heat load or to reduce the heat load after giving the Requesting Licensee no less than ten (10) Business Days' written notice. NetLink Trust shall notify the Requesting Licensee of the costs payable by the Requesting Licensee prior to NetLink Trust's removal and/or disposal of such of the Requesting Licensee's Co-Location Equipment described above and the Requesting Licensee shall pay the same upon receipt of NetLink Trust's invoice for the cost of disposing the Requesting Licensee's Co-Location Equipment. For the avoidance of doubt, NetLink Trust does not require the Requesting Licensee's approval of the costs, which shall be reasonably incurred, and may proceed to remove and/or dispose of such of the Requesting Licensee's Co-Location Equipment described above upon the expiry of the notice period and after it notifies the Requesting Licensee of the costs payable by the Requesting Licensee. In such event, the Requesting Licensee shall have no claim whatsoever against NetLink Trust related to or in connection with the removal and/or disposal of such of the Requesting Licensee's Co-Location Equipment described above NetLink Trust shall apply the proceeds of sale of such Requesting Licensee's Co-Location Equipment towards any Charges due and payable by the Requesting Licensee under Schedule 15 (Charges) and the costs involved in the removal and/or disposal of the Requesting Licensee's Co-Location Equipment including any interest thereto. Any balance of the proceeds of sale thereafter shall be paid to the Requesting Licensee without interest.

10.8 The Co-Location Supplementary Cooling Service will be terminated automatically upon termination of the Co-Location Service under clauses 10.3(e) and 10.3 (f) of Schedule 12.

11. REQUEST FOR RE-LOCATION OF CO-LOCATION SUPPLEMENTARY COOLING SYSTEM WITHIN THE CO-LOCATION SPACE IN THE SAME CENTRAL OFFICE

11.1 The Requesting Licensee may submit a Request for the re-location of Co-Location Supplementary Cooling System within the Co-Location Space in the same Central Office. The Requesting Licensee shall submit such a Request containing but not limited to information of the exact location in the Co-Location

Space where the Co-Location Supplementary Cooling System is and where it is to be relocated.

- 11.2 Within a reasonable timeframe upon receipt of such a Request for re-location of the Co-Location Supplementary Cooling System, a joint site survey shall be conducted to assess the conditions of the Co-Location Space including but not limited to layout of the co-location room, rack(s) and the availability of sufficient space. NetLink Trust shall provide a written response to the Requesting Licensee indicating the acceptance or rejection of such a Request after completion of the site survey within a reasonable timeframe. Where such a Request is rejected, NetLink Trust will specify the reasons in the written response to the Requesting Licensee.
- 11.3 Such site surveys conducted by NetLink Trust and its consultants shall be chargeable on a cost oriented and reasonable basis, and the Requesting Licensee shall pay the same upon receipt of NetLink Trust's invoice. The Requesting Licensee shall be informed of the estimated cost before any work is conducted, and shall accept the quote before the site survey is conducted.
- 11.4 NetLink Trust shall charge for re-location and clause 1.2 of this Schedule shall apply.
- 11.5 Service Level Guarantees shall not apply for re-location of Co-Location Supplementary Cooling System within the Co-Location Space. Notwithstanding this, NetLink Trust shall use its reasonable endeavours to carry out and complete the re-location within a reasonable timeframe.

ANNEX 12A

SERVICE LEVEL GUARANTEES

1. REBATES FOR CO-LOCATION SUPPLEMENTARY COOLING REQUEST TIMEFRAMES

NetLink Trust shall respond to a Request for Co-Location Supplementary Cooling Service within three (3) Business Days from the date of the request and shall provide the following rebates in the event of any delay in responding to such Request.

Days of delay in responding to Request for Co-Location Supplementary Cooling Service (clause 3.5 of Schedule 12B)) by:	Rebate
1-7 Calendar Days	50% x Project Study Fee
8-14 Calendar Days	75% x Project Study Fee
More than 14 Calendar Days	100% x Project Study Fee

2. REBATES FOR PROJECT STUDY TIMEFRAMES

NetLink Trust shall complete the Project Study within fifteen (15) Business Days from the date of the request.

Missed timeframe for completion of Project Study (clause 4.1 of Schedule 12B) by:	Rebate
1-7 Calendar Days	50% x Project Study Fee
8-14 Calendar Days	75% x Project Study Fee
More than 14 Calendar Days	100% x Project Study Fee

3. REBATES FOR SITE PREPARATION WORK TIMEFRAMES

NetLink Trust shall provide Service Level Guarantees in respect of the completion of Site Preparation Work within the timeframe communicated to the Requesting Licensee in clause 4.2(b) of Schedule 12B.

Missed timeframe for Completion of Site Preparation Work (clause 4.2 of Schedule 12B) by:	Rebate
Rebate per Business Day delayed	no. of Business Days missed x MRC/30 subject to a maximum of full MRC value payable by the RL for the affected cooling unit(s) for the month

4. REBATES FOR ON-SITE RESPONSE TIME TO FAULT REPORT

NetLink Trust shall provide Service Level Guarantees in respect of On-Site Response Time to fault report.

Missed timeframe for On-Site Response Time to fault report (clause 7.3 of Schedule 12B) by:	Rebate
For every hour delayed after 4 hours from time of fault report	no. of hours missed (excluding the first 4 hours) x MRC/30 subject to a maximum of full MRC value payable by the RL for the affected cooling unit(s) for the month

5. CLAIM PROCEDURES

- (a) A claim by the Requesting Licensee shall be made in writing within thirty (30) Calendar Days of the completion of the relevant Calendar Month on which the Service Level Guarantees are measured. The amount in respect of any claim shall be paid to the Requesting Licensee in the form of a rebate. The Requesting Licensee acknowledges that a failure to make a claim within the specified timeframes under this paragraph means that the Requesting Licensee waives any entitlement to the Service Level Guarantee payment in respect of that claim.

- (b) If the Requesting Licensee is entitled to a rebate pursuant to the claim made hereunder, then the amount of the rebate will be credited into the Requesting Licensee's account after it has been processed by NetLink Trust and will be reflected in NetLink Trust's bill to the Requesting Licensee in accordance with NetLink Trust's billing cycle.

- (c) The guarantee and rebates provided by NetLink Trust under this Annex 12A are:
 - (i) of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and

 - (ii) subject to this Schedule.

- (d) Despite anything to the contrary in this section, if the Requesting Licensee qualifies for any claim under this Annex 12A, NetLink Trust shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Requesting Licensee qualifies for a claim or as to the quantum of the claim payable to the Requesting Licensee, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 17 of the ICO Agreement, or in the case of a Billing Dispute, in accordance with Schedule 16 of the ICO Agreement.

ANNEX 12B

LIST OF CENTRAL OFFICES

Serial Number	Description of Central Office	Technical operating conditions for Co-Location Supplementary Cooling System
1	Tuas Telephone Exchange	Refer to technical operating conditions specified in Table B in Annex 12E
2	Jurong West Telephone Exchange	Refer to technical operating conditions specified in Table A in Annex 12D
3	Bukit Panjang Telephone Exchange	
4	Ayer Rajah Telephone Exchange	
5	Ang Mo Kio Telephone Exchange	
6	Orchard Telephone Exchange	
7	East Exchange	
8	Bedok Telephone Exchange	
9	Tampines Telephone Exchange	

ANNEX 12C

CO-LOCATION SUPPLEMENTARY COOLING SERVICE REQUEST FORM

REQUEST FOR CO-LOCATION SUPPLEMENTARY COOLING SERVICE

Requesting Licensee

Date of Application : _____ Application Reference Number : _____

Request is sought for the purpose of :

Address of Co-Location space : [Address / Building Name].

Type of Equipment to be installed that requires Supplementary Cooling Service

: [Description / Manufacturer / Dimensions / Power Consumption / Heat

Load/Rack Identifier (if existing racks)].

Requesting Licensee	
Sign	: _____ Name of Requesting Licensee: _____
Name	: _____ [Company Name]
Designation	: _____
Contact Number	: _____ Company Stamp : _____
Fax Number	: _____
NetLink Trust	
<input type="checkbox"/>	Application returned – incomplete/illegible
<input type="checkbox"/>	Not Approved Reason for Rejection _____
<input type="checkbox"/>	Approved NetLink Trust Approval Code _____
NetLink Trust	
Sign	: _____ Contact Number : _____
Name	: _____ Fax Number : _____
NetLink Trust	
Received Date	: _____ Queue Status : _____ Processed Date : _____

ANNEX 12D

**SPECIFIC TERMS AND CONDITIONS FOR CO-LOCATION SUPPLEMENTARY
COOLING SERVICE AT CENTRAL OFFICES EXCEPT TUAS**

1. Requesting Licensee accepts and acknowledges that the Co-Location Supplementary Cooling System has a set of technical operating conditions specified by the manufacturer as set out in Table A.

Table A: Technical Operating Conditions

(i)	Minimum heat load required for Co-Location Supplementary Cooling System in each Central Office except Tuas to operate	26kW
(ii)	Maximum heat load per rack each overhead unit can support up to	8kW
(iii)	Minimum number of overhead units per Central Office (except Tuas) for Co-Location Supplementary Cooling System to operate	6
(iv)	Maximum number of overhead units per Central Office (except Tuas) offered in a non-discriminatory manner on a first-come-first-serve basis	16 [#]

[#]Beyond the limit of 16 overhead units per Central Office (except Tuas), where requested by the Requesting Licensee, NetLink Trust shall continue to provide the Requesting Licensee the additional Co-Location Supplementary Cooling System unless there is genuine space or resource constraint in the Central Office. The terms and conditions of the additional Co-Location Supplementary Cooling System shall be no different from those provided under the existing limit of the 16 overhead units, unless otherwise approved by the Authority.

2. Requesting Licensee shall be fully responsible for any defect in the Co-Location Supplementary Cooling System, caused by or arising from the negligence or breach of its obligations under this Agreement by the Requesting Licensee, its officers, employees, directors, agents, or contractors.
3. Except as otherwise provided in this Agreement, NetLink Trust accepts no responsibility for any loss or damage caused by or as a result of the use of the Co-Location Supplementary Cooling System.
4. NetLink Trust may upgrade and/or replace the Co-Location Supplementary Cooling System with other equipment and upon delivery of the replacement equipment; all relevant provisions in these Specific Terms and Conditions that are applicable to the

Co-Location Supplementary Cooling System shall apply to such replacement equipment.

ANNEX 12E

**SPECIFIC TERMS AND CONDITIONS FOR CO-LOCATION SUPPLEMENTARY
COOLING SERVICE AT TUAS**

1. Requesting Licensee accepts and acknowledges that the Co-Location Supplementary Cooling System has a set of technical operating conditions specified by the manufacturer set out in Table B.

Table B: Technical Operating Conditions

(i)	Minimum heat load required for each Co-Location Supplementary Cooling System in Tuas Central Office to operate	2.5kW
(ii)	Maximum heat load per rack each Co-Location Supplementary Cooling System can support up to	10kW

2. Requesting Licensee shall be fully responsible for any defect in the Co-Location Supplementary Cooling System, caused by or arising from the negligence or breach of its obligations under this Agreement by the Requesting Licensee, its officers, employees, directors, agents, or contractors.
3. Except as otherwise provided in this Agreement, NetLink Trust accepts no responsibility for any loss or damage caused by or as a result of the use of the Co-Location Supplementary Cooling System.
4. NetLink Trust may upgrade and/or replace the Co-Location Supplementary Cooling System with other equipment and upon delivery of the replacement equipment; all relevant provisions in these Specific Terms and Conditions that are applicable to the Co-Location Supplementary Cooling System shall apply to such replacement equipment.