

APPENDIX 3

DIRECTED MODIFICATIONS TO SCHEDULE 3

SCHEDULE 3

NBAP CONNECTION

NOTE: UNLESS OTHERWISE SPECIFIED IN IMDA'S DIRECTED MODIFICATIONS IN THE EXPLANATORY MEMORANDUM AND OTHER IMDA DIRECTED MODIFICATIONS IN OTHER PARTS OF THE DIRECTION (INCLUDING SCHEDULE 3 – NBAP CONNECTION), NETLINK TRUST'S PROPOSED CHANGES TO SCHEDULE 3 – NBAP CONNECTION ARE APPROVED.

IMDA Directed Modifications: IMDA refers NetLink Trust to Section 4 of the Explanatory Memorandum to this Direction. Accordingly, IMDA directs NetLink Trust to propose, for IMDA's approval, modifications to clause Schedule 3 of the ICO to clarify that (a) NetLink Trust may impose the Site Survey Charge for each site survey required and conducted by NLT during the project study phase; and (b) the "Installation Charge" will be replaced by the "Service Activation Charge" which is applicable when the RL proceeds with service activation after the site survey.

SCHEDULE 3

NBAP CONNECTION

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SCHEDULE 3

NBAP CONNECTION

1. SCOPE

This Schedule 3 sets out the terms and conditions under which NetLink Trust will provide the Requesting Licensee with a licence for:

- (i) Layer 1 Service (a service provided by NetLink Trust for the use of passive optical fibre cable) from NetLink Trust's designated Central Office (or "CO") to the Non-Building Address Point Termination Point (**NBAP TP**) or to the FTTB Node where NetLink Trust's Network ends, for the purpose of the Requesting Licensee providing GPON services; or
- (ii) Layer 1 Service from NetLink Trust's designated CO to the NBAP TP or to the FTTB Node where NetLink Trust's Network ends, for the purpose of the Requesting Licensee providing OE services

(NBAP Connection).

- 1.1 This Schedule only applies to Requesting Licensees who are FBOs.

2. SERVICE LEVEL GUARANTEES

- 2.1 NetLink Trust will provide the Service Level Guarantees in respect of NBAP Connection as set out in this Schedule. If NetLink Trust fails to meet any service activation period, Mean Time To Recovery or service level availability (collectively called the **Service Level Guarantees**) applicable to this Schedule and the failure to meet the Service Level Guarantees is solely caused by NetLink Trust, its contractors and/or suppliers, NetLink Trust will provide a remedy in the form of a rebate to the Requesting Licensee in accordance with:

- (i) clause 6.8 and any terms and conditions contained in this Schedule in respect of request and provisioning timeframes;
- (ii) clause 11.14 and any terms and conditions contained in this Schedule in respect of fault rectification timeframes; and
- (iii) clause 12.1 and any terms and conditions contained in this Schedule in respect of service level availability.

- 2.2 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. NetLink Trust will respond within (30) Calendar Days from date of claim stating whether the claim by Requesting Licensee: is (a) valid for rebates; or (b) is an invalid claim. Where NetLink Trust assessed that the Requesting Licensee's claim is invalid, NetLink Trust will explain its basis or require the Requesting Licensee to provide additional information. For valid claims submitted within the timeframe, NetLink Trust shall provide the rebate in its next Invoice.
- 2.3 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.
- 2.4 The guarantee and rebates provided by NetLink Trust are:
- (i) of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and
 - (ii) subject to this Schedule.
- 2.5 Despite anything to the contrary in this section, if the Requesting Licensee qualifies for any claim, 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.
- 2.6 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 NBAP Connection 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 NBAP Connection where any site-coordination meeting, fault investigation, 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, fault investigation, Joint Investigation Meeting or fault identification coordination meeting up to the end of the meeting, shall always be excluded;
- (d) NetLink Trust is unable to obtain or maintain any licence or permission necessary to the provision or restoration of the NBAP Connection despite using its best endeavours to obtain expeditiously or maintain such licence or permission. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by NetLink Trust, the time taken by NetLink Trust to obtain or maintain any licence or permission necessary to the provision or restoration of the NBAP Connection shall always be excluded. Provided that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to obtain or maintain the licence/permission, NetLink Trust will provide evidence that it has used such best endeavours;
- (e) NetLink Trust has difficulty accessing the NBAP TP location despite using its best endeavours to expeditiously remedy the access difficulties, provided always that in the event that is a dispute as to whether NetLink Trust has used its best endeavours to expeditiously remedy the access difficulties, NetLink Trust will provide evidence that it has used such best endeavours;
- (f) delay in the provision or restoration of the NBAP Connection caused by events beyond the reasonable control of NetLink Trust and its suppliers and contractors;
- (g) NetLink Trust's Network outages for which the Requesting Licensee has not reported a fault;
- (h) fault is reported by the Requesting Licensee but no fault is found or confirmed after due and careful investigation, and verification by NetLink Trust;

- (i) NetLink Trust is required to carry out service interruption and the Requesting Licensee has been informed in accordance with clause 9.5 or 9.6 ;
- (j) NetLink Trust is required to carry out fibre diversion at the request of the Government Agencies, private developers or other relevant parties and the Requesting Licensee has been informed in accordance with clause 9.5 or 9.6 ;
or
- (k) Where the End-User or Requesting Licensee or MCST (of the development where the NBAP Connection to be provisioned) requires customised arrangements (e.g. non-standard or customised installation) or conditions to be fulfilled (e.g. the MCST requires the End-User to enter into customised arrangement or the MCST requires non-standard installation and requires End-User to bear the cost accordingly or the MCST requires End-User to provide access or the requisite equipment like boomlift, scaffolding, cherry picker etc. for installations or the MCST requires End-User's endorsement as part of the approval process to grant access to NetLink Trust) before access is granted to NetLink Trust or before NetLink Trust can provision its services, but such exclusion shall only be limited to the time taken for access to be granted to NetLink Trust or condition is suitable for NetLink Trust to provision its services.

2.7 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.

2.8 A failure by NetLink Trust to meet any Service Level Guarantee does not constitute a breach of the ICO Agreement or this Schedule.

2.9 The Requesting Licensee acknowledges that the relevant remedy provided under clause 2.1 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 the NBAP Connection and shall be NetLink Trust's sole and exclusive liability to the Requesting Licensee for such failure.

3. SERVICE DESCRIPTION AND ACCESS POINTS

3.1 (A) Where the Requesting Licensee requests for NBAP Connection for the purpose of providing GPON services, NetLink Trust will provide a licence for NBAP Connection of 1:16 Split Ratio to the Requesting Licensee with the following:

- (a) one (1) fibre strand from NetLink Trust's Fibre Distribution Frame (**FDF**) at the Central Office designated by NetLink Trust to NetLink Trust's splitter at the Building MDF Room for each group of sixteen (16) NBAP Connections (or portion thereof);
- (b) one (1) dedicated fibre strand from the splitter to the NBAP TP or to the FTTB Node where NetLink Trust's Network ends;
- (c) one (1) Patching Service at NetLink Trust's FDF at the Building MDF Room; and
- (d) where necessary, one (1) Patching Service at NetLink Trust's FDF in the Central Office will be provided and the Requesting Licensee shall pay a Patching Charge in accordance with Schedule 15 (Charges).

Where the fibre terminated into the NBAP location can be provisioned from the existing splitter from the same rack in the MDF room, NetLink Trust shall utilise at least 90% of the connections in each splitter assigned to the Requesting Licensee in each of the FDF in the MDF room before an additional splitter is provisioned for the Requesting Licensee in that MDF Room.

(B) Where the Requesting Licensee requests for NBAP Connection for the purpose of providing OE services, NetLink Trust will provide a licence for a NBAP Connection of 1:16 Split Ratio to the Requesting Licensee with the following:

- (a) two (2) fibre strands from NetLink Trust's FDF at the Central Office designated by NetLink Trust to NetLink Trust's FDF at the Building MDF Room for each group of sixteen (16) NBAP Connections (or portion thereof);
- (b) one (1) dedicated fibre strand from NetLink Trust's FDF at the Building MDF Room to the NBAP TP or to the FTTB Node where NetLink Trust's Network ends;
- (c) where necessary, up to three (3) Patching Services at NetLink Trust's FDF in the Building MDF Room; and
- (d) where necessary, two (2) Patching Services at NetLink Trust's FDF in the Central Office will be provided and the Requesting Licensee shall pay a Patching Charge in accordance with Schedule 15 (Charges).

3.2 (A) Where the Requesting Licensee requests for a NBAP Connection for the purpose of providing GPON services, the Requesting Licensee shall access the NBAP Connection: (a) at NetLink Trust's FDF at the Central Office designated by NetLink Trust or the Requesting Licensee's FDF at the Central Office designated by NetLink Trust; and (b) at the NBAP TP or the FTTB Node where NetLink Trust's Network ends.

(B) Where the Requesting Licensee requests for a NBAP Connection for the purpose of providing OE services, the Requesting Licensee shall access the NBAP Connection: (a) at NetLink Trust's FDF at the Central Office designated by NetLink Trust or the Requesting Licensee's FDF at the Central Office designated by NetLink Trust; and (b) at NetLink Trust's FDF at the Building MDF Room and at the NBAP TP or the FTTB Node where NetLink Trust's Network ends.

3.3. Where the Requesting Licensee elects to self-provide the NBAP TP by accessing the NBAP Connection at the FTTB Node where NetLink Trust's Network ends, the Requesting Licensee shall access the NBAP Connection at NetLink Trust's designated FTTB Node. The Requesting Licensee shall be responsible for the installation of fibre from the designated FTTB Node to the NBAP Termination Point, including securing the necessary access rights and approval. For the avoidance of doubt, it shall be Requesting Licensee's sole responsibility to obtain permission from the building owner/management to allow installation of fibre from the FTTB Node to the NBAP TP. The Requesting Licensee shall notify NetLink Trust of any subsequent change to the location of the NBAP TP. The additional process and terms to be adopted shall be as described in Annex 3C.

3.4 Where the Requesting Licensee wishes to acquire subsequent fibre connection from CO to Building MDF Room, the Requesting Licensee shall acquire such fibre connection pursuant to Schedule 5 (CO to Building MDF Room Connection).

3.5 Where the Requesting Licensee acquires a NBAP Connection for the purpose of providing OE services, the Requesting Licensee shall ensure the NBAP Connection is connected to active Optical Ethernet equipment.

4. ORDERING AND PROVISIONING PROCEDURE

4.1 Some locations within a Non-Residential **B**building is classified by NetLink Trust as an NBAP instead of a Non-Residential End-User Premise. If in doubt whether a requested location is eligible for a NBAP Connection request, the Requesting Licensee can refer to the classification guidelines which are published on NetLink Trust Public Website. If there are further doubts, Requesting Licensee may submit its query to

NetLink Trust via the NetLink Trust Public Website →NBAP enquiry tool with photographs of the location and Termination Point's proposed location. NetLink Trust shall respond to the Requesting Licensee the classification of a particular location within two (2) Business Days of receipt of such query subject to a maximum of ten (10) queries daily from all Requesting Licensees. If Requesting Licensee disputes NetLink Trust's decision on classification of the location and the parties shall use their best endeavours to resolve the disputes within five (5) Business Days or adopt such other process or timeframe as mutually agreed by the parties.

4.2 The Requesting Licensee shall submit its request for a NBAP Connection (**Request**) to NetLink Trust on a Business Day in the form of Annex 3A stating, but not limited to the following information:

- (a) the Customer's name and telephone number for the NBAP Connection;
- (b) the NBAP TP address and a map demonstrating the location of the NBAP TP;
- (c) the Global Positioning System (GPS) coordinates, estimated height (in metres, relative to ground level), and a broad description of the NBAP TP location;
- (d) whether the request is for the purpose of providing GPON or OE services;
- (e) the term of the licence required, either one (1) month or twelve (12) months; and
- (f) whether the Requesting Licensee elects to self-provide the NBAP TP.

4.3 (A) As an alternative to submitting a Request using the form set out in Annex 3A under clause 4.2, the Requesting Licensee may also submit its request for NBAP Connection (Request) to NetLink Trust via the NetLink Trust Platform stating, but not limited to, the following information.

- (a) the Customer's name and telephone number for the NBAP Connection;
- (b) the NBAP TP address and a map demonstrating the location of the NBAP TP;
- (c) the Global Positioning System (GPS) coordinates, estimated height (in metres, relative to ground level), and a broad description of the NBAP TP location;
- (d) whether the request is for the purpose of providing GPON or OE services;

- (e) the term of the licence required, either one (1) month or twelve (12) months,
- (f) whether the Requesting Licensee elects to self-provide NBAP TP,

when available (about which NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform). For Request submitted via the Service Portal, the Requesting Licensee shall submit a feasibility check by providing the Global Positioning System (GPS) coordinates of the NBAP location and Coordinate System (WGS and SV21 formats only) to verify the coverage status. Subsequently and where applicable, the Requesting Licensee shall select an available date and appointment time for NetLink Trust to arrange a Site Survey Appointment. Upon successful submission of the Request via the Service Portal, it will provide a Request acknowledgement.

Alternatively, for Request submitted via the NetLink Trust Platform APIs, the Requesting Licensee shall perform the feasibility check by providing the Global Positioning System (GPS) coordinates of the NBAP location and Coordinates System (WGS and SV21 formats only) needed to verify the coverage status. The Requesting Licensee shall also query the available time slots. The Requesting Licensee shall use the details returned by NetLink Trust and the Site Survey Appointment (where applicable) related to the status of the feasibility check for submission of order. Upon successful submission of the Request via the NetLink Trust Platform APIs, it will provide a Request acknowledgement.

(B) Following clause 4.3(A), for orders submitted via the NetLink Trust Platform, when available, the Requesting Licensee is able to modify the contact details of customer subject to the requirement that the date of modification is within three (3) Business Days from the date of submission of Request. The NetLink Trust Platform will notify the Requesting Licensee if the contact details have been successfully modified.

- 4.4 Relocation of the NBAP Connection is not allowed. In the event that the NBAP TP has relocated, the Requesting Licensee shall submit a request for termination of the existing NBAP Connection and request for a new NBAP Connection at the new NBAP TP location in accordance with this Schedule.
- 4.5 For the avoidance of doubt, switching from GPON to OE or from OE to GPON is allowed via the NetLink Trust Platform subject to the Requesting Licensee paying the applicable charges for Patching Service in accordance to Schedule 15 (Charges).

For the switching from GPON to OE or from OE to GPON, the Requesting Licensee shall perform a check order status by providing, the unique reference number provided by NetLink Trust or a similar form of identification for the existing connection, before submitting its request for the switch. For avoidance of doubt, switching from GPON to OE or vice versa is only applicable for connections that are active. NetLink Trust will provide a unique reference number or a similar form of identification in the notification upon successful submission of a GPON to OE or from OE to GPON request.

Information of the estimated timeframe for the switch will be provided to the Requesting Licensee through NetLink Trust Platform during the switch. NetLink Trust shall use its best endeavours to minimise any service disruption to the Requesting Licensee during the switch.

The Requesting Licensee may approach NetLink Trust for specific requirements to the switching process, which will be on a Cost-Oriented Basis.

Where the NetLink Trust Platform is experiencing technical problems, NetLink Trust shall inform the Requesting Licensee how it should request for the switch via manual means or offer alternative solutions.

- 4.6 NetLink Trust shall at its sole discretion determine the serving CO and Building MDF Room which the NBAP Connection will be provided from. Subject to clause 4.7, the Requesting Licensee is able to query the NetLink Trust Platform at no cost for the serving CO and Building MDF Room by providing the postal code for the NBAP TP address. For the avoidance of doubt, the choice of the serving CO and Building MDF Room from which the NBAP Connection will be provided shall be the same for the same NBAP TP address, regardless whether NBAP TP is installed by NetLink Trust or the NBAP TP is self- provided by the Requesting Licensee.

For NBAP Connection to be provisioned within a Non-Residential Building, NetLink Trust shall choose the nearest feasible FTTB Node to serve, through the NetLink Trust Platform.

- 4.7 Information relating to the Mandated Services will be available on NetLink Trust Platform, for access by the Requesting Licensee through secured means. The secured access to NetLink Trust Platform will require the payment of a Per User Account Charge (specified in clause 14 of Schedule 15 (Charges)) for each user account created. Information relating to network outages will be sent to the Requesting Licensee via email or NetLink Trust Platform. The information relating to the Mandated Services and the information relating to network outages is made available on the NetLink Trust Platform.

For information related to network outages, NetLink Trust shall include the following details in the written notification or via NetLink Trust Platform APIs to the Requesting Licensee:

- (a) Affected location;
- (b) Date of occurrence;
- (c) Time of occurrence (start & approximate end timings);
- (d) Cause of outage;
- (e) Steps taken to remedy the outage;
- (f) Steps (if any) required by Requesting Licensee to assist with rectification of outage;
- (g) Order Request Identifier of the affected orders; and
- (h) NetLink Trust's Network Operations Centre Contact Number.

For the avoidance of doubt, where NetLink Trust has imposed a Per User Account Charge on the Requesting Licensee for each user account created to allow the Requesting Licensee to access NetLink Trust Public Website, such Per User Account Charge shall not be re-imposed when the information relating to Mandated Services is made available on the NetLink Trust's Service Portal.

5. NBAP CONNECTION REQUEST

- 5.1 NetLink Trust shall process all Requests received for NBAP Connection on a 'first come, first served' basis.
- 5.2 For each Business Day, NetLink Trust shall process a combined total of no more than 1125 or such other number (as may be revised from time to time in accordance with clause 5.2(i)) of Requests for Basic Mandated Services and Layer 1 Redundancy Services (**Maximum Quota**) from all Requesting Licensees, excluding Requests for Non-Residential End-User Connections. For avoidance of doubt, Requesting Licensee is able to select such dates made available from the NetLink Trust Platform and for which the Request is to be fulfilled except such Business Day where the Maximum Quota has been reached. NetLink Trust will process all Requests on a 'first come, first served' basis. The Maximum Quota is not applicable to requests for deactivation of any Connection.

- (i) The Maximum Quota is subject to the review mechanism as described as follows. If NetLink Trust finds that, on the average, more than 90% of the Maximum Quota has been used over a period of twelve (12) weeks preceding the review month (namely February , May , August and November), NetLink Trust shall increase its daily Maximum Quota for the quarter in which the review month occurs and the new quota shall be no less than 115% of the average demand over the preceding twelve (12) weeks. If NetLink Trust finds that, on the average, less than 80% of the Maximum Quota has been used over a period of twelve (12) weeks preceding the review month (namely February, May, August and November), NetLink Trust may decrease its daily Maximum Quota for the quarter in which the review month occurs and the new quota shall be no less than 110% of the average demand over the preceding twelve (12) weeks. Where applicable, in accordance with the foregoing, the revised prevailing Maximum Quota will take effect upon its publication on the Service Portal following the conclusion of each review. The review mechanism may be revised from time to time subject to the Authority's approval.

5.3 (A) Within one (1) Business Day of the date on which NetLink Trust receives the request for NBAP Connection (Request Date) and subject to clause 5.2, NetLink Trust will 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 Request for NBAP Connection is not in the prescribed form;
- (b) the Request does not contain all the required information or the information provided is inaccurate or misleading; and
- (c) the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule.

(B)(i) As an alternative to clause 5.3(A), where NetLink Trust receives the request for NBAP Connection via the NetLink Trust Platform, NetLink Trust will validate and notify the Requesting Licensee, so that the Requesting Licensee is able to make the necessary corrections in real time, if the request does not meet any one of the following reasons:

- (a) Data entered for the fields does not meet the required format;

- (b) the Request does not contain all the required information or the information provided is inaccurate or misleading;

(B)(ii) Following [clause 5.3\(B\)\(i\)](#), within one (1) Business Day of the date on which NetLink Trust receives the request via the NetLink Trust Platform for NBAP Connection and subject to clause 5.2, 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 as the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule.

Where the NetLink Trust Platform is experiencing technical problems, NetLink Trust shall inform the Requesting Licensee to submit the Requests through fax/email or offer alternative solutions.

5.4 Within twenty (20) Business Days of the Request Date and subject to clause 5.2, NetLink Trust will complete its Project Study (not applicable for clauses 5.4(a)) and notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) whether its Request is accepted (and if accepted, the service activation period), or if rejected, for any one of the following reasons:

- (a) the NBAP TP location is deemed to be inaccessible;
- (b) the equipment or services that the Requesting Licensee proposes to use or to provide interfere with, or cause deterioration to services supplied by NetLink Trust;
- (c) there is obstruction from building owner, building management, home owner, End-User, property owner or relevant authorities to NetLink Trust installation or installation schedule. NetLink Trust shall use its best endeavours to resolve such obstructions;
- (d) the Transmission Tie Cable (installed pursuant to Co-location Service in Schedule 12) for connection to the NBAP Connection is yet to be operational at the point in time of NetLink Trust's provisioning of the NBAP Connection;
or
- (e) there are security and confidentiality requirements or restrictions imposed on NetLink Trust by Government Agencies.

As part of the Project Study, NetLink Trust will conduct site survey(s) to determine the appropriate fibre routing plan as well as assess the suitability of potential locations for the fibre termination box, fibre distribution unit and/or NBAP TP. The Requesting Licensee will be required to pay the Site Survey Charge specified in Schedule 15 (Charges) for each site survey.

Where the Requesting Licensee elects to self-provide the NBAP TP, NetLink Trust shall, within three (3) Business Days of the Request Date, complete its review of the Request and notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) whether its Request is accepted (and if accepted, the designated FTTB Node where NetLink Trust's Network ends and service activation period), or if rejected, for any one of the reasons (excluding clause 5.4(a)) stated above. No Project Study shall be conducted for such a Request. For the avoidance of doubt, a Requesting Licensee which opts to self-provide the NBAP TP may still request for a site survey to be conducted by NetLink Trust, and the Requesting Licensee will be required to pay the Site Survey Charge specified in Schedule 15 (Charges) for each site survey.

- 5.5 Where the NBAP TP location is initially deemed to be inaccessible, NetLink Trust and the Requesting Licensee shall conduct a joint site survey on a mutually agreed date to select an alternative NBAP TP location. For the avoidance of doubt, the Requesting Licensee will be required to pay Site Survey Onsite Charges for this joint site survey and all subsequent joint site surveys.
- 5.6 Without prejudice to clause 5.4, the Requesting Licensee shall pay NetLink Trust the applicable Service Activation-Installation Charge, Site Survey Charge and Patching Charge specified in Schedule 15 (Charges) for the provisioning of the NBAP Connection.
- 5.7 In addition to the Service Activation-Installation Charge, Site Survey Charge and Patching Charge, the Requesting Licensee shall, where applicable, be liable to pay a one-time charge for installation of the NetLink Trust Network from the designated Building MDF Room to the NBAP TP which will include ducting and/or trenching in order to reach the NBAP TP.
- 5.8 Where NetLink Trust considers it reasonably necessary to conduct site visit(s) to assess the NBAP Connection Request from the Requesting Licensee, NetLink Trust shall provide reasons for the site visit(s), and the Requesting Licensee shall be liable to pay all applicable Onsite Charges for such site visit(s).

5.9 Where NetLink Trust rejects the Request for NBAP Connection, NetLink Trust shall provide reasons explaining the basis for rejection promptly.

5.10 Where NetLink Trust informs the Requesting Licensee that the Request is accepted, NetLink Trust will inform the Requesting Licensee of the one-time charge payable for the installation of the NetLink Trust Network from the designated Building MDF Room to the NBAP TP (~~including but not limited to which will include~~ ducting / trenching to reach the NBAP TP), Service Activation Charge, Patching Charge and the service activation period for the NBAP Connection. The service activation period will be reasonably determined upon completion of the Project Study and, excluding any unforeseen circumstances, should not exceed forty (40) Business Days. NetLink Trust shall provide a reasonable breakdown of the charge components for this one-time charge. Alternatively, in the situation where the Requesting Licensee elects to self-provide the NBAP TP, Requesting Licensee shall pay the one-time Service Activation Charge ~~installation charge~~ under Schedule 15 (Charges). The service activation period shall be no longer than ten (10) Business Days (or such other timeframe to be mutually agreed between NetLink Trust and the Requesting Licensee) where there is sufficient capacity to provide the NBAP Connection. Where there is insufficient capacity, due to sudden surge of orders in a short period of time at a location or multiple Requesting Licensees serving the same location giving rise to rapid exhaustion of fibres for that location or NetLink Trust's Network has not been rolled out to that location, to provide the NBAP Connection, NetLink Trust shall provide the NBAP Connection within forty (40) Business Days (or such other timeframe to be mutually agreed between NetLink Trust and the Requesting Licensee) from the receipt of a valid Request from the Requesting Licensee, if additional capacity is required to be installed between the designated Central Office and the FTTB Node where NetLink Trust's Network ends. Upon receipt of NetLink Trust's notification of insufficient capacity, the Requesting Licensee has an option to continue with the Request or cancel the Request without charges within three (3) Business Days, through NetLink Trust Platform, when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform.

5.11 The Requesting Licensee must provide its acceptance of the service activation period and agreement to pay the one-time installation charge (which include the installation of NetLink Trust Network from the designated Building MDF Room to the NBAP TP, (including but not limited to ducting/trenching to reach the NBAP TP), Service Activation Charge and Patching Charge) to NetLink Trust within:

(a) twenty (20) Business Days (the Initial Period); or

- (b) (upon NetLink Trust's receipt of the Requesting Licensee's written request no later than five (5) Business Days before the expiry of the Initial Period) within a further period of ten (10) Business Days in addition to the Initial Period,

failing which, the Request shall be deemed cancelled and the Requesting Licensee shall be liable for Cancellation Charges in accordance with Schedule 15 (Charges).

For Request (where NetLink Trust provisions the NBAP TP) submitted via the Service Portal, the Requesting Licensee shall submit the signed copy of the quotation; accept the service activation period and the agreement to pay the one-time installation charge (which include the installation of NetLink Trust Network from the designated Building MDF Room to the NBAP TP, (including but not limited to ducting/trenching to reach the NBAP TP), Service Activation Charge and Patching Charge) to NetLink Trust. For Request (where the Requesting Licensee elects to self-provide the NBAP TP) submitted via the Service Portal, the Requesting Licensee shall submit the proposed cable routing from the FTTB Node where NetLink Trust's Network ends to the NBAP TP. Upon successful acceptance, the Service Portal will provide a Request acknowledgement.

Alternatively, for orders (where NetLink Trust provisions the NBAP TP) submitted via the NetLink Trust Platform APIs, the Requesting Licensee shall submit the signed copy of the quotation to NetLink Trust Platform and indicate the acceptance of the quotation, the service activation period and payment of the one-time installation charge (which include the installation of NetLink Trust Network from the designated Building MDF Room to the NBAP TP, (including but not limited to ducting/trenching to reach the NBAP TP), Service Activation Charge and Patching Charge) to NetLink Trust. For orders (where the Requesting Licensee elects to self-provide the NBAP TP) submitted via the NetLink Trust Platform APIs, the Requesting Licensee shall submit the proposed cable routing from the FTTB Node where NetLink Trust's Network ends to the NBAP TP via NetLink Trust Platform. Upon successful acceptance, the NetLink Trust Platform APIs will provide a Request acknowledgement.

- 5.12 Where the Requesting Licensee provides its acceptance of the service activation period and agreement to pay the one-time installation charge (which include the installation of NetLink Trust Network from the designated Building MDF Room to the NBAP TP, (including but not limited to ducting/trenching to reach the NBAP TP), Service Activation Charge and Patching Charge), the service activation period shall be deemed to commence on the next Business Day from the date the acceptance is received by NetLink Trust.

6. DELIVERY

- 6.1 NetLink Trust shall provide the NBAP Connection by the end of the service activation period. Where there is a delay during service provisioning, NetLink Trust shall make available promptly and no less frequently than on a daily basis on the NetLink Trust Platform (after the Platform is operational) and via email, up-to-date information on: (a) the reasons for the delay; (b) the estimated/revise timeframe required to complete service provisioning; and (c) and changes and/or updates to (a) and/or (b) herein, until the delay is resolved and service is provisioned. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust's Platform.

For each Request which could not be provisioned on the requested service activation date, NetLink Trust will provide a report stating the cause of delay (–e.g. resource constraints, network segment) and the estimated timeframe for resolution of the delay and the estimated timeframe for completion of service provisioning. Such report shall be provided, via email to the Requesting Licensee the Business Day after the relevant service activation date.

For orders which have been delayed for more than two (2) months, NetLink Trust shall at all times:

- (a) exercise its best endeavours to resolve the delays before rejecting any orders;
- (b) consider feedback received from the Requesting Licensee prior to any rejection of an order; and
- (c) in addition to providing updates no less frequently than once every day as above, update the Requesting Licensee on a weekly basis, providing clear explanations on the circumstances surrounding the delays and NetLink Trust's best endeavours to resolve the said delays.

For the avoidance of doubt, NetLink Trust shall not be entitled to reject any orders which have been delayed for more than two (2) months unless and until it has fulfilled all of requirements (a), (b) and (c) above, and the Requesting Licensee has been given an opportunity to make representations to NetLink Trust to express its objection to NetLink Trust's proposed rejection of the order, in accordance with the requirements set out below in this ~~c~~Clause 6.1.

Where NetLink Trust proposes to reject an order which has been delayed for more than two (2) months, it shall give prior notice to the Requesting Licensee of its intention to

do so and provide the Requesting Licensee of its intention to do so and provide the Requesting Licensee with an opportunity to object to NetLink Trust's proposed rejection of the order.

Where the Requesting Licensee objects to NetLink Trust's proposed rejection of such orders, the Requesting Licensee must substantiate the objection within three (3) Business Days with the appropriate documentary evidence and provide a timeframe to resolve the delay.

Where the Requesting Licensee is able to substantiate the objection with the appropriate documentary evidence, NetLink Trust must provide the Requesting Licensee with the additional time necessary to provision or reject the order should the Requesting Licensee have no further objection to NetLink Trust's proposed rejection of the order.

NetLink Trust shall proceed to reject the order where the Requesting Licensee fails to substantiate its objection within 3 Business Days. In the event the Requesting Licensee disputes NetLink Trust's decision to reject such orders, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 17 of the ICO Agreement.

For the avoidance of doubt, nothing in this ~~c~~Clause shall preclude the Requesting Licensee from submitting a new Request for the NBAP Connection once the delays have been resolved. In such cases, NetLink Trust shall not be entitled to impose any rejection or re-submission charges on the Requesting Licensee where the Requesting Licensee submits the new Request in accordance with this ~~c~~Clause 6.1.

- 6.2 Unless otherwise stated, NetLink Trust shall retain the responsibility for working at NetLink Trust's FDF at the Central Office and Building MDF Room, and the NBAP TP, including Patching Service at NetLink Trust's FDF at the Central Office and Building MDF Room in accordance with Schedule 13 on Patching Services. The Requesting Licensee shall bear the Charges for such work carried out by NetLink Trust.
- 6.3 Where the Requesting Licensee requests for a NBAP Connection for the purpose of providing OE services, NetLink Trust will provide the necessary Patching Service at NetLink Trust's FDF in the Building MDF Room using Patch Cable of not exceeding ten (10) metres in length. The Requesting Licensee shall provide its own patch cable if it requires a longer patch cable. For the avoidance of doubt, where the Requesting Licensee provides its own patch cable, NetLink Trust will not offer and Requesting Licensee shall not request for any rebate or discount over the Patching Service or the NBAP Connection.

- 6.4 NetLink Trust will use optical fibre cable based on the ITU-T G.652D standard for outdoor installations and the ITU-T G.657A standard for in-building installations (where applicable) deliver the NBAP Connection.
- 6.5 NetLink Trust will test the optical fibre cable from NetLink Trust's FDF at its designated Central Office or the Requesting Licensee's FDF at the Central Office designated by NetLink Trust to the NBAP TP or to the FTTB Node where NetLink Trust's Network ends to ensure that the NBAP Connection falls within the specified optical performance. Testing will be conducted at wavelengths of 1310nm, 1490nm and 1550nm.
- 6.6 NetLink Trust shall ensure that the optical power loss:
- (a) of any NBAP Connection for the purpose of provision of GPON services does not exceed -28dB; and
 - (b) of any NBAP Connection for the purpose of provision of OE services does not exceed -20 dB from NetLink Trust's FDF at its designated Central Office or the Requesting Licensee's FDF at the Central Office designated by NetLink Trust to NetLink Trust's FDF in the Building MDF Room, and does not exceed -20dB from NetLink Trust's FDF in the Building MDF Room to the NBAP TP or to the FTTB Node where NetLink Trust's Network ends.
- 6.7 NetLink Trust shall promptly notify the Requesting Licensee upon the completion of the NBAP Connection.
- 6.8 Subject to clause 6.9 and only applicable to a Service Request with twelve (12) months minimum contract term, in the event NetLink Trust fails to meet the applicable service activation period for a Request, NetLink Trust shall compensate the Requesting Licensee an amount equal to the number of days of delay multiplied by the weekly recurring charge for the NBAP Connection, subject to a maximum of 30 times the weekly recurring charge for the NBAP Connection (**Weekly Recurring Charge**), where:

$$\text{Weekly Recurring Charge} = \text{Monthly recurring charge} \times 7 / 30$$

Subject to clause 6.9 and only applicable to a Service Request with one (1) month minimum contract term, in the event NetLink Trust fails to meet the applicable service activation period for the Request, NetLink Trust shall compensate the Requesting Licensee an amount equal to the number of days of delay multiplied by the daily

recurring charge for the NBAP Connection, subject to a maximum of 50% of the monthly recurring charge for the NBAP Connection, where

Daily Recurring Charge = Monthly Recurring Charge (1 month contract) / 30

6.9 NetLink Trust shall not be required to compensate the Requesting Licensee under any of the following circumstances:

- (a) Delay in the granting of permission from or permission is not granted to install the required Network to the NBAP TP, despite NetLink Trust using its best endeavours to obtain expeditiously such permission, provided that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to obtain expeditiously the permission, NetLink Trust will provide evidence that it has used such best endeavours;
- (b) The Requesting Licensee requests the deferment of the service activation date;
or
- (c) The designated Building MDF Room which was initially under network coverage is demolished and/or reconstructed.

For the avoidance of doubt, where the service activation date has been revised pursuant to any of the circumstances contemplated in this clause 6.9 or elsewhere in the ICO Agreement (unless otherwise stated), NetLink Trust shall nevertheless be required to compensate the Requesting Licensee if it fails to meet the revised implementation timeline.

7. RESPONSIBILITY AT NETLINK TRUST FDF

7.1 The Requesting Licensee shall not, and shall ensure that its employees, agents and contractors do not, at any time access NetLink Trust's FDF at the Central Office and Building MDF Room. In addition, the Requesting Licensee shall not, and shall ensure that its employees, agents and contractors do not, at any time access the NBAP TP except in cases where the Requesting Licensee has elected to self-provide the NBAP TP.

7.2 Where the Requesting Licensee wishes to change the existing patching connection at NetLink Trust's FDF at the Central Office or Building MDF Room, the Requesting Licensee shall submit an application for termination of the existing Patching Service and order for a new Patching Service at the Central Office or Building MDF Room in accordance with Schedule 13 (Patching Service).

8. DEACTIVATION

- 8.1 Subject to the minimum contract term, the Requesting Licensee may deactivate the NBAP Connection by giving NetLink Trust not less than one (1) month prior written notice.
- 8.2 If the NBAP Connection is terminated by the Requesting Licensee pursuant to clause 8.1 before the expiry date of the minimum contract term, the Requesting Licensee must pay NetLink Trust one hundred percent (100%) of the Monthly Recurring Charge for the remainder of the minimum contract term.
- 8.3 Where any Patching Service is no longer required as a result of the termination of the NBAP Connection, NetLink Trust shall remove the Patching Service at all the relevant access points and the Requesting Licensee shall be liable for the termination charges for removing the Patching Service at the Central Office designated by NetLink Trust in accordance with Schedule 15 (Charges). Notwithstanding the above, the Requesting Licensee shall not be liable to pay any Charges for the removal of Patching Service related to or in connection with the termination of the NBAP Connection, if such termination is the result of NetLink Trust's fault.

9. STANDARD TERMS AND CONDITIONS

- 9.1 NetLink Trust shall at its sole discretion determine its network deployment, including but not limited to the access points, fibre cable routing and location of the Central Office and Building MDF Room from which the NBAP Connection is provided. Where NetLink Trust is required to provision the Termination Point and prior to installation of the Termination Point, NetLink Trust will assess the suitability of the location for the deployment of active equipment, such that there will be adequate ventilation and power. Notwithstanding, NetLink Trust's assessment and recommendation on location of the Termination Point, NetLink Trust shall defer to the agreement or instructions of the End-User. For the above case, the Requesting Licensee, its agents or sub-contractors shall not tamper with, modify, remove or re-locate any Termination Point or any part of the Network in any way or take steps to repair any Termination Point or any part of the Network.
- 9.2 NetLink Trust shall be responsible for the maintenance of the NBAP Connection installed under this Schedule. For the avoidance of doubt, if there is a fault at the Patch Cable, NetLink Trust will charge the Requesting Licensee an additional Patching Charge if the Requesting Licensee was responsible for the fault at the Patch Cable.

- 9.3 Except to the extent strictly necessary to accurately describe the service to actual or potential Customers, the Requesting Licensee shall not use NetLink Trust's name, any of NetLink Trust's trademarks or the fact that any service is supplied using NetLink Trust's Network in promoting the Requesting Licensee's service.
- 9.4 The Parties shall in good faith co-operate with each other and take reasonable measures to ensure that there is no interference with or deterioration to NetLink Trust's existing services or those of a Third Party as a result of the Requesting Licensee's use of the NBAP Connection.
- 9.5 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 NBAP Connection, NetLink Trust shall provide the Requesting Licensee with at least four (4) weeks' 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 to be postponed, NetLink Trust shall provide the Requesting Licensee with no less than one (1) week's notice prior to the original scheduled commencement date of the service interruption. Where, for reasons beyond its control, NetLink Trust is unable to give advance notice to the Requesting Licensee as required by this Clause 9.5, 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 in accordance with the requirements for an urgent service interruption in Clause 9.6. NetLink Trust shall use its best endeavours to minimise any service disruption to the Requesting Licensee.
- 9.6 If it is necessary to carry out an urgent service interruption, including but not limited to circumstances in which it is necessary for a planned service interruption to be postponed or brought forward, and NetLink Trust is unable to give advance notice to the Requesting Licensee as required by Clause 9.5 for reasons beyond NetLink Trust's control, NetLink Trust shall notify the Requesting Licensee as soon as is as practicable of: (i) the commencement date and time of the urgent service interruption; and (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 minimise any service disruption to the Requesting Licensee.
- 9.7 NetLink Trust shall include the following details in the written notification or via NetLink Trust Platform APIs to the Requesting Licensee:

- (a) Affected Location;
 - (b) Date of occurrence;
 - (c) Time of occurrence (start & end timings);
 - (d) Cause of Planned Disruption;
 - (e) Order Request Identifier of the affected orders; and
 - (f) NetLink Trust's Network Operations Centre Contact Number.
- 9.8 If the planned service interruption affects NBAP Connections, NetLink Trust will endeavour to carry out the planned service interruption between 1am and 6am, unless it is not feasible for NetLink Trust to do so.
- 9.9 Subject to Requesting Licensee acquiring redundancy service, NetLink Trust shall, where technically feasible, provide assistance to the Requesting Licensee to divert its NBAP Connection to the redundancy service before commencing the planned service interruption.
- 9.10 Where there are available resources, NetLink Trust will, where possible, first divert critical links to alternative routings before commencing the planned service interruption.
- 9.11 Subject to clause 9.5 or 9.6 or 9.7, NetLink Trust shall not be liable for any loss caused by such service interruption, except for any Service Level Guarantee rebate that arises from NetLink Trust carrying out the service interruption outside of the stipulated period and the Requesting Licensee has reported the fault in accordance to clause 11.
- 9.12 The Requesting Licensee shall be responsible to the Requesting Licensee's Customers for all aspects of the Requesting Licensee's services including but not limited to the operations and maintenance of the Requesting Licensee's service.
- 9.13 The Requesting Licensee must procure and maintain at its own cost:
- (a) any equipment or software needed to implement, receive or use the NBAP Connection (including but not limited to any configuration of the NTE at the NBAP TP);
 - (b) co-location at the designated Central Office and Building MDF Room; and

(c) access to the NBAP TP location.

9.14 Upon receipt by NetLink Trust of any request from, Requesting Licensee for Removal, NetLink Trust shall check if the Termination Point is in use by any Requesting Licensee. NetLink Trust will reject the request if the Termination Point is in use, otherwise NetLink Trust shall perform such Removal which shall not include removal of any part of the Network, surface trunking and/or termination point that are concealed either by a false ceiling, within any furniture or rendered inaccessible. NetLink Trust shall be responsible for obtaining the relevant approvals or consent from the relevant building owner or authorities such that NetLink Trust and/or its Contractor has ease of access to perform such Removal. Where it is necessary for NetLink Trust to seek the Requesting Licensee's assistance in order to obtain such approvals or consent, the Requesting Licensee shall render all necessary assistance, and all Parties shall cooperate in good faith to secure the approvals or consent. The Requesting Licensee shall pay NetLink Trust according to Schedule 15 (Charges) for the request for Removal. NetLink Trust shall use its best endeavours to minimize damage to the wall and/or other fittings save that NetLink Trust shall not be responsible or liable to move or shift any furniture or items belonging to End-User, re-plaster the wall, perform any painting works or reinstate the wall and/or other fittings accordingly.

9.15 NetLink Trust shall use its best endeavours to minimize damage to the wall and/or other fittings save that NetLink Trust shall not be responsible or liable to move or shift any furniture or items belonging to End-User or building owner, re-plaster the wall, perform any painting works or reinstate the wall and/or other fittings accordingly.

9.16 Nothing in this Schedule vests in the Requesting Licensee any right, title or proprietary interest in the optical fibre cable, equipment or facilities forming part of the NBAP Connection.

9.17 Onsite charges are applicable whenever Requesting Licensee requests for NetLink Trust to be onsite other than for provisioning of NBAP Connection or for reasons caused by NetLink Trust's fault or error.

10. ACCESS AND APPROVALS REQUIRED

10.1 The Parties shall comply with clause 15.5 of the main body of this ICO Agreement in relation to the obtaining of all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of the NBAP Connection.

CLAUSE 11 – REQUIRED MODIFICATIONS

11 FAULT REPORTING AND CLEARING

- 11.1 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.
- 11.2 It is the Requesting Licensee's responsibility to determine the source of the fault at its own cost and to ensure that the fault does not lie within its network before reporting the fault to NetLink Trust. The Requesting Licensee shall pay NetLink Trust according to Schedule 15 (Charges) for cancellation of any fault reported regardless of the response or stage of investigation by NetLink Trust.
- 11.3 Where the fault is reported via the NetLink Trust Platform, the Requesting Licensee shall indicate the following:
- (a) Order Request Identifier
 - (b) Requesting Licensee Incident ID
 - (c) Incident type
 - (d) Description of fault ticket
 - (e) End-User contact details

Upon successful submission of the fault, the NetLink Trust Platform will provide a fault acknowledgement.

Upon receipt of a fault report from the Requesting Licensee under clause 11.2, NetLink Trust shall investigate the cause of the fault experienced by the Requesting Licensee in a diligent and responsible manner as would be expected of a competent service provider. NetLink Trust shall provide periodic updates to the Requesting Licensee on the status of the fault rectification and also updates when there is a change in status of the fault investigation/rectification work through NetLink Trust Platform, when available or via manual means. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform. Where a fault is reported via manual means, Requesting Licensee shall submit information as required above. NetLink Trust may also provide the updates and status via eEmail.

11.3A The Requesting Licensee shall have the option to attend the fault investigation procedure conducted by NetLink Trust at no additional Joint Investigation Charge to

the Requesting Licensee. The Requesting Licensee shall indicate the request to attend NetLink Trust's fault investigation at the point of fault reporting. The date and time for such investigation shall be determined by NetLink Trust and the Requesting Licensee will be informed accordingly. The Requesting Licensee shall bear its own cost for attending such investigation as well as any testing or trouble-shooting activities required as a result of such investigation. Regardless of the outcome of the fault investigation, the Requesting Licensee shall be liable for any charge imposed by NetLink Trust for access to the Co-Location Space (where applicable). For the avoidance of doubt, this clause 11.3A does not apply to a request for joint investigation pursuant to clause 11.9.

11.4 If, following investigation, NetLink Trust determines that the fault is at the Transmission Tie Cable at the Central Office, NetLink Trust will patch the NBAP Connection to another available Transmission Tie Cable Port and charge the Requesting Licensee a Patching Charge in accordance with Schedule 15 (Charges) if the Requesting Licensee was responsible for the fault at the Transmission Tie Cable at the Central Office.

11.5 If, following investigation, NetLink Trust determines that no fault is found or the fault is not with the NetLink Trust Network or equipment, then NetLink Trust shall charge the Requesting Licensee a ~~No-Fault Found~~ Fault Identification Charge for the fault report in accordance with Schedule 15 (Charges). In the event that the Requesting Licensee did not elect to participate in a joint investigation pursuant to clauses 11.3A or 11.9, and subsequently raises a dispute on the validity of the Fault Investigation Charge imposed by NetLink Trust, NetLink Trust shall disclose to the Requesting Licensee the necessary evidence that supports the position taken by NetLink Trust. For avoidance of doubt, the Requesting Licensee shall accept the veracity of and rely solely on the evidence supplied by NetLink Trust when assessing whether the Fault Investigation Charge was correctly levied by NetLink Trust in the event that the Requesting Licensee elects not to participate in the fault investigation or identification process conducted by NetLink Trust.

11.5A If, following investigation, NetLink Trust determines that the fault identified in NetLink Trust's Network was not caused by the End-User, RSP, or Requesting Licensee (including but not limited to situations where NetLink Trust's Network is damaged by rodent bites, cable cuts by Third Parties, and wear and tear of the fibre in NetLink Trust's Network), NetLink Trust shall not impose any Fault Identification Charge.

For the avoidance of doubt, NetLink Trust will bear the cost and responsibility for any fault rectification which is necessary to rectify any defect or fault solely caused by NetLink Trust in NetLink Trust's Network.

In the event that the Requesting Licensee elects not to be present for the fault investigation/ identification, the Requesting Licensee is deemed to accept the outcome of the fault identification as conducted by NetLink Trust as final and will be liable for the Fault Identification Charge.

11.6 The process for fault investigation shall be as follows:

(a) For each of the three (3) wavelengths of 1310nm, 1490nm and 1550nm where applicable, the optical power shall be measured in accordance with clause 6.6 above, and the findings shall be clearly recorded using the "Fault Rectification Service Report" (Annex 3B).

(b) if the power loss do not exceed the limit specified in clause 6.6 then the following steps shall be carried out before a finding of "no fault found" will be recorded:

- determine that the patching at CO/MDF room and the patch cord are properly installed
- determine the optical power at the output of splitter port, for GPON is within acceptable limits

Or determine the optical power at the output of the OE to NetLink Trust's FDF in the Building MDF room is within the acceptable limits

- determine that no macro bending that produces high loss
- determine that no dirty/damaged connector
- determine that no fibre cut or damaged Termination Point
- determine that there is no wrong patching
- measurements of the following shall also be taken :

- optical time-domain reflectometer
- power loss

(c) Upon completion of any fault investigation, where both NetLink Trust and Requesting Licensee are present, NetLink Trust will hand over the NBAP Termination Point to the Requesting Licensee and both Parties shall jointly sign off on the "Fault Rectification Service Report" (Annex 3B), which will state

the outcome of the investigation. For fault investigation where Requesting Licensee is not required to be present, NetLink Trust shall conclude the investigation on-site and inform the Requesting Licensee of the outcome accordingly. NetLink Trust shall provide periodic updates to the Requesting Licensee on the status of the investigation and also updates when there is a change in status of the investigation through NetLink Trust Platform, when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above features will be available on NetLink Trust Platform.

11.7 If NetLink Trust is unable to identify any fault, NetLink Trust will call for a fault identification coordination meeting between NetLink Trust and the Requesting Licensee to identify the fault. NetLink Trust will notify the Requesting Licensee on the request for fault identification. The Requesting Licensee shall provide all reasonable assistance requested by NetLink Trust. Each Party is to bear its own cost for attending such fault identification coordination meeting as well as any testing or trouble-shooting activities required as a result of such a meeting. For the avoidance of doubt, save as provided below, each party shall bear its own costs for the purpose of any fault investigation:

- (a) In the event that a particular fault is due to NetLink Trust or its contractors, NetLink Trust shall not impose any charge on the Requesting Licensee for access to the Co-Location Space (where applicable), regardless of whether it is an NetLink Trust-initiated fault identification coordination meeting or a Requesting Licensee-initiated joint investigation process. In addition, NetLink Trust shall not impose the joint investigation charge on the Requesting Licensee even if the fault identification process is initiated by the Requesting Licensee.
- (b) In the event that a particular fault is due to the Requesting Licensee or its contractors or its End-Users, NetLink Trust shall be entitled to impose a charge on the Requesting Licensee for access to the Co-Location Space (where applicable), regardless of whether it is an NetLink Trust-initiated fault identification coordination meeting or a Requesting Licensee-initiated joint investigation process. In addition, NetLink Trust shall also be entitled to impose the joint investigation charge on the Requesting Licensee if the fault identification process is initiated by the Requesting Licensee.
- (c) In the event that it is agreed that a particular fault is not due to NetLink Trust (or its contractors) or the Requesting Licensee (or its contractors or End-Users), NetLink Trust shall be entitled to impose a charge on the Requesting Licensee for access to the Co-Location Space (where applicable) only if it is an

Requesting Licensee-initiated joint investigation process. In addition, NetLink Trust shall also be entitled to impose the joint investigation charge on the Requesting Licensee if the process was initiated by the Requesting Licensee.

(d) Except for (a) above, if it is discovered that any part of the Network located on the NBAP location is damaged, NetLink Trust shall impose the relevant charges in accordance to Schedule 15 (Charges) accordingly to the End-User and charge the End-User directly unless the damage is caused by the Requesting Licensee.

11.8 The NBAP Connection is deemed to be restored when NetLink Trust has tested and confirmed to the Requesting Licensee that the NBAP Connection has been restored. NetLink Trust will notify the Requesting Licensee with the cause of fault.

11.9 Where the Requesting Licensee has lodged with NetLink Trust a fault report without indicating a request to attend the fault investigation procedure conducted by NetLink Trust and NetLink Trust is in the process of investigating the fault or where the Requesting Licensee has not lodged a fault report but suspect that there is a fault on the NBAP Connection, the Requesting Licensee may request NetLink Trust for a joint investigation. The Requesting Licensee shall propose the date, time and venue for the joint investigation. Subject to NetLink Trust's resource availability and agreement to the date, time and venue, NetLink Trust shall attend the joint investigation and charge the Requesting Licensee the Joint Investigation Charge according to Schedule 15 (Charges), if the fault is not due to NetLink Trust. If the fault is due to NetLink Trust, NetLink Trust will waive the Joint Investigation Charge. The process for a joint investigation shall be as described in clause 11.6. Clauses 11.7(a) to (c) will also apply to joint investigations under clause 11.9. Additionally, where the Requesting Licensee disputes NetLink Trust's findings, the Requesting Licensee may request NetLink Trust for a fault identification coordination meeting.

11.10 The Requesting Licensee acknowledges that NetLink Trust may temporarily disconnect the Requesting Licensee's NBAP Connection to perform reasonable fault analysis and line testing on the NBAP Connection. NetLink Trust shall conduct such disconnections only as it reasonably considers necessary. NetLink Trust shall notify the Requesting Licensee at least thirty (30) minutes before the temporary disconnection and provide its reasons for the temporary disconnection.

11.11 Each Party shall maintain and store its own records of faults and repairs.

Mean Time To Recovery

11.12 NetLink Trust shall restore any fault within a standard Mean Time To Recovery (MTTR) of eight (8) hours.

11.13 Subject to clause 2.6, the MTTR shall be the average time NetLink Trust took to restore service for all fault incidents for all NBAP Connections acquired by the Requesting Licensee under this Schedule during a month, measured from the time each fault is reported by the Requesting Licensee to the time NetLink Trust confirms that the fault is restored, excluding fault incidents where NetLink Trust is prevented or restricted from restoring the service owing to matters that are not within NetLink Trust's control. For the avoidance of doubt, the MTTR is calculated as follows:

$$\frac{\sum X}{Y}$$

Where X = Time taken to restore fault incidents for each NBAP Connection during a month as described above

Y = Total number of affected NBAP Connections in the same month

11.14 In the event NetLink Trust fails to meet the standard MTTR for a particular month, NetLink Trust shall compensate the Requesting Licensee an MTTR Rebate equal to the difference between the MTTR experienced by the Requesting Licensee and the standard MTTR in terms of number of days, multiplied by the number of services affected, multiplied by the Weekly Recurring Charge for the NBAP Connection, subject to a maximum of 30 times the Weekly Recurring Charge for the NBAP Connection. This shall not apply to NBAP Connections with one (1) month minimum contract term.

11.15 Where the service affected is on a one (1) month minimum contract term, NetLink Trust shall compensate the Requesting Licensee an MTTR Rebate equal to the difference between the MTTR experienced by the Requesting Licensee and the standard MTTR in terms of number of days, multiplied by the number of one month short term services affected, multiplied by the daily recurring charge for the NBAP Connection, subject to a maximum of 50% of the monthly recurring charge for the NBAP Connection, where

$$\text{Daily Recurring Charge} = \text{Monthly Recurring Charge (1 month contract)} / 30$$

For the avoidance of doubt, the standard MTTR of eight (8) hours in clause 11.12 and the MTTR calculation in clause 11.13 shall apply.

IMDA’s Directed Modifications: IMDA refers NetLink Trust to Section 2 of the Explanatory Memorandum to this Direction. Accordingly, IMDA directs NetLink Trust to propose, for IMDA’s approval, modifications to clause 11 to: (a) clarify that NetLink Trust shall not impose the Fault Identification Charge for identification of faults lying on NetLink Trust’s network that are not evidently caused by end-users, the RSP and/or the RL (e.g., where NetLink Trust’s network is destroyed by rodent bite, cable cuts by contractors, wear and tear of the fibre in NetLink Trust’s network); and (b) offer RLs the opportunity to be present for a joint investigation (at no additional Joint Investigation Charge to the RLs) at the point of NetLink Trust going onsite to investigate fault trouble ticket logged by the RL, including clarification in the ICO on how the liability for the Fault Identification Charge will apply if any party chooses not to participate in such joint investigations (e.g., if an RL does not participate in the joint investigation, the RL should rely on NetLink Trust’s evidence to assess if it is appropriate for NetLink Trust to impose the Fault Identification Charge).

12 SERVICE LEVEL AVAILABILITY

12.1 NetLink Trust shall offer a service level availability of 99.99% per month for the NBAP Connection. NetLink Trust shall offer to rebate the Requesting Licensee ten percent (10%) of the Monthly Recurring Charge if NetLink Trust fails to meet the service level availability for that month.

12.2 Service level availability for the NBAP Connection is calculated as follows:

$$\frac{(A - B)}{(A)} \times 100\%$$

Where A = 24 hours x number of days for the month (in hours); and

B = total network outage time for the NBAP Connection in the same month (in hours)

12.3 Subject to clause 2.6, the total network outage time is the sum of all minutes for which the Requesting Licensee’s NBAP Connection is unavailable measured from the time each fault is reported by the Requesting Licensee to the time NetLink Trust confirms that the fault is restored, excluding fault incidents where NetLink Trust is prevented or

restricted from restoring the service owing to matters that are not within NetLink Trust's control.

13 PROTECTION AND SAFETY

13.1 Each Party is responsible for the safe operation of its Network and in particular the safe operation of any equipment within its Network on its side of the connection at the designated Central Office and the NBAP TP or otherwise to the FTTB Node where NetLink Trust's Network ends.

13.2 Each Party shall, so far as reasonably practicable, take all necessary steps to ensure that the licence of the NBAP Connection, its operations and its implementation of this Schedule:

- (a) do not endanger the safety or health of any person, including the employees and contractors of the Parties; and
- (b) do not damage, interfere with or cause any deterioration in the operation of the NetLink Trust Network.

14 TERM OF LICENCE

14.1 The minimum contract term for a NBAP Connection shall be one (1) month or twelve (12) months, as the case may be, starting from the service activation date of the NBAP Connection.

15 SUSPENSION

15.1 NetLink Trust may suspend the Requesting Licensee's licence to the NBAP Connection at any time until further notice to the Requesting Licensee if the NBAP Connection licence causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of NetLink Trust or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the NetLink Trust Network. If the suspension is the result of the Requesting Licensee's fault, the Requesting Licensee shall continue to pay the Monthly Recurring Charge during the period of suspension.

15.2 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 a NBAP Connection licence under this clause 15.

16 TERMINATION OF LICENCE

- 16.1 The Requesting Licensee shall keep NetLink Trust informed of the Requesting Licensee's utilisation of each NBAP Connection six (6) months from the service activation date and when there are changes to the utilisation.
- 16.2 The Requesting Licensee must use or activate a service to a Retail Service Provider using the NBAP Connection within six (6) months from the service activation date of the NBAP Connection. If the Requesting Licensee fails to do so, NetLink Trust will deactivate the NBAP Connection upon giving the Requesting Licensee ten (10) Business Days' prior notice, and if the Requesting Licensee does not dispute such written notice as given by NetLink Trust. The Requesting Licensee must pay NetLink Trust the Monthly Recurring Charges for the remainder of the minimum contract term.
- 16.3 NetLink Trust may immediately terminate a licence of NBAP Connection under this Schedule if:
- (a) the Requesting Licensee is no longer an FBO;
 - (b) the NetLink Trust ICO is revoked by the Authority under clause 12.8 of the ICO Agreement;
 - (c) the Authority removes the requirement for NetLink Trust to supply NBAP Connection under the NetLink Trust ICO or exempts NetLink Trust from supplying NBAP Connection under the ICO Agreement, provided that the date of termination shall not be earlier than the effective date of the Authority's decision;
 - (d) in NetLink Trust's reasonable opinion, the Requesting Licensee is using the NBAP Connection in contravention of an applicable law, licence, code, regulation or direction and NetLink Trust has the necessary confirmation from the relevant Government Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;
 - (e) in NetLink Trust's reasonable opinion, the Requesting Licensee is using the NBAP Connection in a manner which places or allows a Third Party to act in contravention of an applicable law, licence, code, regulation or direction and NetLink Trust has the necessary confirmation from the relevant Government Agencies that the Third Party is in contravention of the applicable law, licence, code, regulation or direction;

- (f) the NBAP Connection is used other than the purposes specified in clause 1;
- (g) the licence in respect of Co-Location Space to which the NBAP Connection is connected has been terminated or has expired;
- (h) the NBAP Connection has become unsafe for its purpose; or
- (i) NetLink Trust's right to own, maintain or operate the NBAP Connection has been revoked or terminated or has expired.

16.4 Either Party (**Terminating Party**) may terminate the NBAP Connection:

- (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;
- (b) if the Requesting Licensee's NBAP Connection licence has been suspended pursuant to clause 15.1, and the cause of such suspension has not been remedied or rectified for a period of sixty (60) Calendar Days from the date of the suspension; or
- (c) 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).

16.5 Upon termination of the licence of NBAP Connection:

- (a) the Requesting Licensee must immediately discontinue the use of the NBAP Connection; and
- (b) the Requesting Licensee must without undue delay disconnect all equipment connected to the NBAP Connection; and
- (c) NetLink Trust shall be responsible for removing all necessary Patching Services at the Requesting Licensee's cost in accordance with Schedule 15 (Charges). Notwithstanding the above, the Requesting Licensee will not be liable for

NetLink Trust's costs of removing all necessary Patching Services, if the termination is the result of NetLink Trust's fault.

- 16.6 If the licence of a NBAP Connection is terminated as a result of the Requesting Licensee's fault, the Requesting Licensee shall be liable to NetLink Trust for the Monthly Recurring Charges for the remainder of the minimum contract term.
- 16.7 If the Requesting Licensee fails to disconnect its equipment from the NBAP Connection under clause 16.5(b), NetLink Trust may at its sole discretion remove and/or dispose of the Requesting Licensee's equipment. The Requesting Licensee shall pay to NetLink Trust all reasonable costs associated with the work undertaken by NetLink Trust including the cost of disposing the Requesting Licensee's equipment. The Requesting Licensee shall have no claim whatsoever against NetLink Trust in connection with the removal and/or disposal of the Requesting Licensee's equipment from the NBAP Connection.

17 REDUNDANCY SERVICE

- 17.1 The Requesting Licensee may acquire:
- (a) for a NBAP Connection for the purpose of providing GPON services, one separate fibre strand from NetLink Trust's splitter at the Building MDF Room to the NBAP TP or to the FTTB Node where NetLink Trust's Network ends; or
 - (b) for a NBAP Connection for the purpose of providing OE services, one separate fibre strand from NetLink Trust's FDF at the Building MDF Room to the NBAP TP or to the FTTB Node where NetLink Trust's Network ends.

(Redundancy Service) at the same prices, terms and conditions as the NBAP Connection through a request in the form of Annex 3A either via manual means or NetLink Trust Platform (which NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform), unless stipulated otherwise in this clause 17.

- 17.2 NetLink Trust shall provide the Redundancy Service via the same duct and along the same path as the existing NBAP Connection, without Duct Diversity and without Path Diversity. NetLink Trust may provide the Redundancy Service using a separate fibre strand from the same fibre cable that carries the existing NBAP Connection.
- 17.3 The Requesting Licensee is eligible to acquire a Redundancy Service for the NBAP Connection provided that the Requesting Licensee has acquired or is acquiring an

equivalent NBAP Connection to the same NBAP TP or to the FTTB Node where NetLink Trust's Network ends. The Requesting Licensee may request NetLink Trust to reject the Request for the NBAP Connection in the event that NetLink Trust is unable to provide the Redundancy Service, but such Requests for the NBAP Connection and the Redundancy Service must be submitted together to NetLink Trust.

- 17.4 The Requesting Licensee shall be responsible, at its own cost and equipment, for the implementation of diversity or redundancy for its services using the Redundancy Service provided by NetLink Trust.
- 17.5 NetLink Trust shall make the Redundancy Service available to the Requesting Licensee, except where NetLink Trust is unable to build the requisite infrastructure (other than fibre) to provide the Redundancy Service or due to any of the reasons stated in clause 5.4.

ANNEX 3A: REQUEST FORM FOR NBAP CONNECTION

Request for NBAP Connection

Date of Application: _____ Application Reference Number: _____

End-User Name: _____

NBAP address or description of address; GPS co-ordinates and estimated height (Please attach map):

Requesting Licensee

Technology: GPON / OE

Term of Licence :

One (1) month / Twelve (12) months

Any other info (including whether Requesting Licensee will self-provide NBAP TP):

Redundancy Service is required

Request for NBAP Connection to be rejected if Redundancy Service is not available

For and on Behalf of Requesting Licensee

Sign: _____

Company Stamp: _____

Requesting Licensee

Name: _____

Company Name: _____

Designation: _____

Contact Number, Fax and email address

Part 1:

Date: _____

NetLink Trust

Application accepted and will proceed with detailed study:

Circuit Identification Number: _____

Application rejected

Reason for rejection: _____

NetLink Trust Name / Signature: _____

Queue Status: _____

Part 2:

Date: _____

NetLink Trust

Circuit Provision:

Provision Date: _____

Digging and Trenching Work Charges: _____ (Breakdown of charges to be attached)

Application rejected

Reason for rejection: _____

NetLink Trust Name / Signature: _____

Requesting Licensee Acceptance:

We **agree** that we are liable for the digging and trenching work charges and agree with the service provisioning date stated (both) above.

Sign: _____

Company Stamp: _____

Requesting Licensee

Name: _____

Company Name: _____

Designation: _____

Contact Number, Fax and email address

ANNEX 3B: FAULT RECTIFICATION SERVICE REPORT

Fault Rectification Service Report				Serial No:		
Appointment Date: Time:			Arrival Time:			
Trouble Ticket No:			Completion Time:			
			<input type="checkbox"/> 1 hour activation <input type="checkbox"/> Maintenance Fault Rectification <input type="checkbox"/> Follow up end-user appointment			
END-USER INFORMATION						
Authorised Person Name:		*Mr/Mrs/Miss/Mdm/Dr				
Contact no:				(HP):		
Company:						
Registered Address:		Blk/House _____ Unit No: # _____ - _____ Street Name: _____ Building Name: _____ Postal code: S(_____)				
LOCATION OF INSTALLATION						
A-END (CO/MDF)			B-END (CO/MDF, End-User's Premise)			
Blk/House: _____ Unit No: # _____ - _____ Street Name: _____ Building Name: _____ Postal code: S(_____)			Blk/House: _____ Unit No: # _____ - _____ Street Name: _____ Building Name: _____ Postal code: S(_____)			
End-User Declaration (check only one box)						
<input type="checkbox"/> I am the owner of the above premises <input type="checkbox"/> I, Name: _____, am authorised by the owner of the premise and/or the above-stated company to sign this form and permit NetLink CityNet Infrastructure Management Pte Ltd (as Trustee-Manager of NetLink Trust) (hereinafter referred to as "NetLink Trust") or its contractor to enter the premises and conduct the fault rectification work. I will bear full responsibility if the owner should dispute (a) my authority, or (b) any action taken by NetLink Trust at my instructions.						
Company Stamp (if applicable):						
For Official Use Only						
OPTICAL MEASUREMENTS, WHERE POSSIBLE (Measured by RL)						
Fault description:						
Test Measurement (CO to Serving Cabinet):	1310nm		1490nm		1550nm	Distance (m)
Test Measurement (CO to 1st TP):	1310nm		1490nm		1550nm	Distance (m)
Test Measurement (Segment Services A-END to B-END)	1310nm		1490nm		1550nm	Distance (m)
Certified by NLT:						
Technician Name:			Date:			
Technician Signature:			Time:			

OPTICAL MEASUREMENTS, WHERE POSSIBLE (Measured by NLT)

Fault description:

Test Measurement (CO to Serving Cabinet):	1310nm		1490nm		1550nm		Distance (m)	
Test Measurement (CO to 1st TP):	1310nm		1490nm		1550nm		Distance (m)	
Test Measurement (Segment Services A-END to B-END)	1310nm		1490nm		1550nm		Distance (m)	

Certified by :

RL Name: _____ Date: _____

RL Signature: _____ Time: _____

Fault Root Cause Description

ACTION TAKEN/ADDITIONAL REMARKS

CUSTOMER ACKNOWLEDGEMENT AND ACCEPTANCE

Remarks/Comments:

This is to acknowledge that the fibre fault rectification has been attended and the fault resolution is effective

Fault Attended by:		Resolution Accepted by End-User:	
Technician Name:	_____	End-User Signature:	_____
Technician Signature:	_____		

Resolution Verified and Accepted by RL (Only applicable for 1 hour activation) :

RL Name:	_____	RL Signature:	_____
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End-Users can refer to their retail service providers for more information to address and resolve any end user service related issues.

*Please delete where inapplicable.

ANNEX 3C : PROCESS FOR SELF-PROVIDING NBAP TP

1. The Requesting Licensee shall be solely responsible for any cost, charges, fees or expense as may be necessary for the installation, or removal as the case may be, from the point where NetLink Trust handovers the fibre to the NBAP TP (including any maintenance work thereafter) including getting any approval, permission or consent from the relevant authorities or building owners for access to the FTTB Node. In the event the Requesting Licensee requires the assistance of NetLink Trust, NetLink Trust will use its reasonable endeavours to render such assistance as may be necessary on a Cost-Oriented Basis.

2. In accordance with clause 5.10 in this Schedule, NetLink Trust shall notify the Requesting Licensee of the date the patch cord from the FTTB Node where NetLink Trust's Network ends is available for Requesting Licensee to connect to its self-provided NBAP TP which will also be the date NetLink Trust commences provisioning of the NBAP Connection. NetLink Trust's responsibility and risk shall end at the FTTB Node where NetLink Trust's Network ends from the CO.