SERVICE SCHEDULE - L3 VIRTUAL ROUTING DOMAIN SETUP SERVICE	

NUCLEUS CONNECT PTE. LTD. INTERCONNECTION OFFER (ICO) AGREEMENT SERVICE SCHEDULE – L3 VIRTUAL ROUTING DOMAIN SETUP SERVICE

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1. INTRODUCTION

- 1.1 This Service Schedule sets out the terms and conditions under which Nucleus Connect will set up L3 Virtual Routing Domains (as defined below) for the Contracting QP as described in IETF RFC4364, to support the following Basic Mandated Services taken up by the Contracting QP:
 - (a) Residential Per-End-User Connection;
 - (b) Non-Residential Per-End-User Connection;
 - (c) NBAP Per-End-User Connection;
 - (d) QP-EVPL Service Port;
 - (e) PB-EVC; and/or
 - (f) AG-EVC.
- 1.2 This Service Schedule comprises the following:
 - (a) the provisions herein; and
 - (b) Orders submitted by the Contracting QP in relation to this Service Schedule.
- 1.3 In the event of any inconsistency or conflict between the provisions herein and Orders submitted by the Contracting QP in relation to this Service Schedule, the provisions herein shall prevail.
- 1.4 The Master ICO Agreement, including the Annexes, shall apply unless and to the extent amended or supplemented by the provisions of this Service Schedule.
- 1.5 In this Service Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Service Schedule.

2. DEFINITIONS AND INTERPRETATION

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

Approved

Project Schedule	case may be;
Deactivate or Deactivation	means terminating a L3 Virtual Routing Domain which has been set up and being provided to the Contracting QP;
Fault	means a fault in connection with or arising out of the set up of L3 Virtual Routing Domain(s);
L3 Virtual Routing Domain	is a set of IP addresses and forwarding tables which will be administered and created as described in RFC4364 for the purpose of routing IP traffic;
Modification or Modify	means any modification that the Contracting QP wish to make to any Approved Project Schedule;

has the meaning ascribed to it in paragraph 5.2 or 5.4, as the

Order means an order in respect of L3 Virtual Routing Domains

submitted by the Contracting QP to Nucleus Connect;

RFS Date means the date on which Nucleus Connect will complete the set

up of L3 Virtual Routing Domains for the Contracting QP pursuant to and in accordance with the Approved Project Schedule, which shall be notified by Nucleus Connect to the

Contracting QP pursuant to this Service Schedule;

SAP means the period from the SAP Start Date to the RFS Date;

SAP Start Date in relation to an Order submitted by the Contracting QP which is

not rejected by Nucleus Connect, means the date on which such

Order is received by Nucleus Connect; and

Service Port means the physical port which the Contracting QP's or End-

User's equipment shall interface to the Active Network for the

purpose of receiving or using a connection.

2.3 In this Service Schedule, the reference to "third party" shall not include Nucleus Connect's contractors and/or suppliers.

3. COMMENCEMENT

This Service Schedule shall commence with effect from the date that the Contracting QP first places an Order to set up L3 Virtual Routing Domain(s), in accordance with paragraph 4 below.

4. ORDER HANDLING

- 4.1 The Contracting QP must place Orders for any of the following purposes in accordance with paragraph 4.2:
 - (a) to set up one or more L3 Virtual Routing Domains;
 - (b) to request Modification(s) to an Approved Project Schedule; and/or
 - (c) to Deactivate any L3 Virtual Routing Domains which has been set up by Nucleus Connect.

In relation to paragraph 4.1(a), the number of L3 Virtual Routing Domains that the Contracting QP can have per Order is limited to one hundred (100). If the Contracting QP requires a number of L3 Virtual Routing Domains which exceeds one hundred (100), or has other specific requirements on the set up of the L3 Virtual Routing Domain(s), Nucleus Connect will assess such requirements on a case-by-case basis. In such event, additional Charges will also be applicable on a cost-oriented basis.

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

- QP from time to time) (the latter method shall hereinafter be referred to as the "Manual Process").
- 4.3 The Contracting QP is responsible for the acts and omissions of its Authorised Users in connection with the Platform and the Manual Process.
- 4.4 All Orders received by Nucleus Connect will be processed by Nucleus Connect in the order in which they are received. For Orders received via the Platform or via email, Nucleus Connect shall notify and send to the Contracting QP an acknowledgement that the Orders have been received.
- Nucleus Connect shall use the Platform to notify the Contracting QP if Nucleus Connect rejects any Order submitted by the Contracting QP pursuant to paragraph 4.6, or (only if the Platform is not in operation) shall send such notification by email in the first instance or if email is not available for any reason by facsimile, to the email address or facsimile number of the "Primary contact person" specified in Annex 5 of the Master ICO Agreement. Any such rejection, and the reasons therefor, shall be notified to the Contracting QP as aforesaid within two (2) Business Days after Nucleus Connect's receipt of such Order.
- 4.6 Subject to paragraph 4.7, where the Contracting QP submits an Order, the Contracting QP acknowledges and agrees that Nucleus Connect shall be entitled to reject such Order in the following circumstances:
 - (a) where the configurations for L3 Virtual Routing Domains requested by the Contracting QP is other than as set out in IETF RFC4364;
 - (b) where such Order is not in the prescribed form;
 - (c) where the information in such Order is illegible, inaccurate, incomplete or incorrect;
 - (d) pursuant to paragraph 8.1; or
 - (e) where the Contracting QP has committed a material breach of the ICO Agreement.
- 4.7 Where the Platform is in operation, the grounds in paragraphs 4.6(b) and 4.6(c) shall not automatically entitle Nucleus Connect to reject an Order. In the event such grounds materialise, Nucleus Connect shall grant to the Contracting QP the opportunity to make the necessary corrections in real time via the Platform, without the need to re-enter all of the other correct information. If the Contracting QP does not make such correction as aforesaid, or the ground in paragraph 4.6(a), 4.6(d) or 4.6(e) materialise, Nucleus Connect shall be entitled to reject such Order in which case this Service Schedule shall lapse, unless Nucleus Connect is separately setting up L3 Virtual Routing Domains for the Contracting QP at the time, in which case this Service Schedule shall remain in force.

5. TAKING UP THE SERVICE

- 5.1 If an Order to set up L3 Virtual Routing Domain(s) is not rejected by Nucleus Connect, Nucleus Connect will provide a project schedule (the "**Project Schedule**") to the Contracting QP within ten (10) Business Days after Nucleus Connect's receipt of such Order, stating:
 - (a) the scope of work involved;
 - (b) the number of man-days required;

- (c) an estimation of Nucleus Connect's charges (based on the NC Charges set out in paragraph 10), OpenNet's charges and any third party charges involved. In addition, in situations where OpenNet requires Nucleus Connect to agree to certain ON Charges and Nucleus Connect intends to on-pass such ON Charges to the Contracting QP, Nucleus Connect shall also use its best endeavours to include such ON Charges in the Project Schedule. To the extent that such ON Charges are made known to Nucleus Connect only after the date of NC's said provision of the Project Schedule to the Contracting QP (the "Post-Project Schedule ON Charges"), Nucleus Connect shall be entitled to on-pass the Post-Project Schedule ON Charges to the Contracting QP; Provided that for the avoidance of doubt, where OpenNet requires Nucleus Connect to agree to the Post-Project Schedule ON Charges, Nucleus Connect shall obtain the Contracting QP's prior agreement for the Post-Project Schedule ON Charges before on-passing the same to the Contracting QP. If the Contracting QP fails or refuses to give such agreement to the Post-Project Schedule ON Charges:
 - (i) the Order which is the subject of such Project Schedule shall be deemed to be cancelled whereupon paragraph 10.3 shall apply mutatis mutandis;
 - (ii) the following Charges shall be imposed on the Contracting QP:
 - (I) all ON Charges (except those ON Charges which would be subject to the Contracting QP's agreement) which have been incurred by Nucleus Connect or which Nucleus Connect has committed to incur, at the time of such deemed cancellation of the Order;
 - (II) all Third Party Charges which have been incurred by Nucleus Connect or which Nucleus Connect has committed to incur, at the time of such deemed cancellation of the Order; and
 - (III) any other third party charges, OpenNet's charges and/or ON Charges which the Contracting QP has agreed to, which have been incurred by Nucleus Connect or which Nucleus Connect has committed to incur, at the time of such deemed cancellation of the Order; and
 - (iii) the said Project Schedule and this Service Schedule shall lapse, unless Nucleus Connect is separately providing L3 Virtual Routing Domain(s) to the Contracting QP at the time, in which case this Service Schedule shall remain in force; and
- (d) such other terms and conditions relating to the set-up of the L3 Virtual Routing Domain(s) as Nucleus Connect may specify.
- The Contracting QP will be able to raise to Nucleus Connect any terms that are not acceptable to it in the Project Schedule within five (5) Business Days from its receipt thereof, failing which the Contracting QP shall be deemed to have accepted and agreed to the terms in the Project Schedule in its entirety and such Project Schedule shall constitute an Approved Project Schedule.
- 5.3 If the Contracting QP and Nucleus Connect are unable to reach a mutual agreement on the terms of a Project Schedule within ten (10) Business Days after such Project Schedule is made available to the Contracting QP:

- the Order which is the subject of such Project Schedule shall be deemed to be cancelled whereupon paragraph 10.3 shall apply; and
- (b) such Project Schedule and this Service Schedule shall lapse, unless Nucleus Connect is separately providing L3 Virtual Routing Domain(s) to the Contracting QP at the time, in which case this Service Schedule shall remain in force.

Nucleus Connect shall not unreasonably reject the Contracting QP's request for extension of the said ten (10) Business Days timeframe to reach a mutual agreement on the terms of the Project Schedule.

- As soon as practicable after the mutual agreement of the Contracting QP and Nucleus Connect to the terms of a Project Schedule (as modified or with such additional terms as the Contracting QP and Nucleus Connect may require), the Contracting QP shall confirm in writing to Nucleus Connect that the Contracting QP agrees to the terms of such Project Schedule in their entirety (and such agreed Project Schedule shall hereinafter be referred to as an "Approved Project Schedule") within the ten (10) Business Day timeframe (or as the case may be, the agreed extended timeframe) referred to in paragraph 5.3, whereupon the Approved Project Schedule shall be binding on Nucleus Connect and the Contracting QP.
- If the Contracting QP subsequently does not wish to proceed with an Approved Project Schedule, that shall be deemed to be a cancellation of such Approved Project Schedule whereupon paragraph 10.3 shall apply.

6. PROVISIONING THE SERVICE

- 6.1 Nucleus Connect shall set up L3 Virtual Routing Domains for the Contracting QP pursuant to and in accordance with the Approved Project Schedule.
- 6.2 Promptly after the Approved Project Schedule is available, Nucleus Connect shall notify the Contracting QP of the RFS Date, which shall be no more than ten (10) Business Days from the date of such Approved Project Schedule.
- In relation to an Approved Project Schedule, the SAP shall not apply where prior to the RFS Date in respect thereof, the Contracting QP requires any Modification. In such event, Nucleus Connect and the Contracting QP may mutually agree to a new RFS Date (which agreement shall not be unreasonably delayed or withheld by either Party), and the period between the SAP Start Date and such new agreed RFS Date shall be deemed to be the SAP applicable in respect of such Order. If Nucleus Connect and the Contracting QP are not able to mutually agree on a new RFS Date within five (5) Business Days or any other mutually agreed timeframe after initiation of discussions thereon by either of them, the Contracting QP acknowledges and agrees that that shall constitute a cancellation of such Approved Project Schedule whereupon paragraph 10.3 shall apply and this Service Schedule shall lapse, unless Nucleus Connect is separately providing L3 Virtual Routing Domains to the Contracting QP at the time, in which case this Service Schedule shall remain in force.
- In relation to an Approved Project Schedule, if Nucleus Connect fails to meet the SAP in respect thereof, subject to paragraphs 6.5 and 6.7, Nucleus Connect shall compensate the Contracting QP by way of a credit rebate of \$100 for each day of delay, subject to a maximum of \$2,000. The amount of the rebate will be credited into the Contracting QP's account after it has been processed by Nucleus Connect and will be reflected in Nucleus Connect's next invoice to the Contracting QP in accordance with Nucleus Connect's billing cycle.

- In order for the Contracting QP to be granted the rebate referred to in paragraph 6.4, it shall submit a claim therefor within thirty (30) days of the completion of the relevant calendar month on which the applicable SAP was measured. The Contracting QP acknowledges and agrees that a failure to make a claim within the said thirty (30) day period means that the Contracting QP waives any entitlement to the payment in respect of that claim.
- 6.6 If the Contracting QP disputes Nucleus Connect's record on the applicable SAP and/ or the amount of rebate, the Contracting QP shall not be entitled to be credited with any rebate until and unless the dispute has been resolved. Disputes shall be resolved in accordance with Annex 2 or Annex 3 of the Master ICO Agreement, as applicable.
- 6.7 The Contracting QP shall not be entitled to make any claim pursuant to paragraph 6.4 where Nucleus Connect's inability to meet the applicable SAP is attributable to events outside Nucleus Connect's reasonable control, provided that delays attributable to Nucleus Connect's contractors and suppliers shall not be regarded as events outside Nucleus Connect's reasonable control.
- 6.8 The Contracting QP acknowledges and agrees that:
 - in order for the L3 Virtual Routing Domain(s) to be set up, it must have procured the relevant QP-EVPL Service Port (Core Layer) and PB-EVC (per Aggregation Layer);
 - (b) it is responsible for procuring sufficient QP-EVPL Service Ports at Core/Aggregation Layers and PB-EVC/AG-EVC bandwidth to support its End-User traffic. The PB-EVC(s)/AG-EVC(s) shall be dedicated only for the purpose of transporting End-User traffic over the L3 Virtual Routing Domain(s) and to the QP-EVPL Service Port;
 - (c) it is responsible for the IP address space of the L3 Virtual Routing Domain(s);
 - (d) it must procure and maintain, at its own cost, any equipment or software needed to receive or use, and for the testing and commissioning of, the L3 Virtual Routing Domain(s); and
 - (e) Nucleus Connect will not be responsible for any equipment and software used by the Contracting QP to receive or use the L3 Virtual Routing Domain(s). Nucleus Connect will also not be responsible for any loss or damage caused by or as a result of the use of such equipment or software, whether in conjunction with the L3 Virtual Routing Domains or not.

7. MODIFICATION

7.1 The Contracting QP shall pay Nucleus Connect the applicable Charges for each Modification as set out in paragraph 10, in accordance with the Master ICO Agreement.

8. DEACTIVATION

- 8.1 The Contracting QP shall specify in each Order to Deactivate existing L3 Virtual Routing Domain(s), the date on which such Deactivation is to take place, provided that such date shall be no earlier than the date falling thirty (30) days from the date such Order was placed. If the Contracting QP does not comply, Nucleus Connect reserves the right to reject such Order.
- 8.2 The Contracting QP shall ensure that there are no more subscribers on its L3 Virtual Routing Domain(s) by the time Nucleus Connect effects the Deactivation. Nucleus

- Connect shall not be responsible for any service outage to the Contracting QP's End-Users resulting from the Deactivation of any L3 Virtual Routing Domains.
- 8.3 The Contracting QP shall pay Nucleus Connect the applicable Charges for the Deactivation of each L3 Virtual Routing Domain as set out in paragraph 10, in accordance with the Master ICO Agreement.

9. FAULT MANAGEMENT AND RECTIFICATION

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

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

- 9.3 Upon receipt of a Fault Report from the Contracting QP pursuant to paragraph 9.2, Nucleus Connect shall investigate the cause of the Fault which is the subject of such Fault Report in a diligent and responsible manner as would be expected of a competent service provider. Nucleus Connect shall update the Contracting QP as and when there is a change in status of the investigation / rectification work.
- 9.4 If, following investigations, Nucleus Connect is not able to identify the cause of the Fault, the Contracting QP shall attend a fault identification coordination meeting if requested by Nucleus Connect.
- 9.5 The Contracting QP may request Nucleus Connect for a joint investigation to rectify the Fault. If, following such joint investigations, it is ascertained that the Fault is not within Nucleus Connect's Network or its suppliers' and contractors' Networks, the Contracting QP shall pay to Nucleus Connect the applicable charges in respect of such joint investigation as set out in paragraph 10. Any charges imposed by Nucleus Connect's suppliers and contractors shall not be borne by the Contracting QP.
- 9.6 If the Contracting QP reports a Fault in accordance with paragraph 9.2 and following investigations by Nucleus Connect, either no Fault is found or Nucleus Connect determines that the Fault is not with Nucleus Connect's, its suppliers' or contractors' Network or equipment, Nucleus Connect may, at its sole and absolute discretion, charge the Contracting QP a fee for the fault report (No Fault Found Charge) as set out in paragraph 10. For the avoidance of doubt, any charges imposed by Nucleus Connect's suppliers and contractors shall not be borne by the Contracting QP.
- 9.7 The Fault shall be deemed to be rectified when Nucleus Connect has tested and confirmed to the Contracting QP that it has been rectified.

9.8 The Contracting QP shall provide such resources and assistance as may be necessary or reasonably required by Nucleus Connect so that all investigations and fault rectification can be conducted safely.

10. CHARGES

10.1 The Charges set out below are the rates which will be used by Nucleus Connect to compute the cost chargeable to the Contracting QP in a Project Schedule. In addition, depending on when the relevant action is preferred by the Contracting QP to be undertaken by Nucleus Connect, the following multiplier factor will be applied to the NC Charges set out below. For the avoidance of doubt, the multiplier factor to be applied shall be one (1) unless the Contracting QP requests that the relevant action be undertaken by Nucleus Connect on off-working hours during Business Day(s) or on non Business Day(s).

	Period	Time		Multiplier Factor
Business	Monday to Friday	Working Hours	9.00am to 5.00pm	1
Day	Monday to Friday	Off-working hours	Before 9am and after 5.00pm	1.5
Non- Business day	Saturday, Sundays and Public Holidays	Throughout		2

10.2 The NC Charges in relation to the activation of L3 Virtual Routing Domains are as follows:

Description	One-Time Charges
L3 Virtual Routing Domain Activation Charge	
i) Configuration of IP VPN addresses/group	Based on number of man-days
ii) Testing and commissioning of Virtual Routing	required (minimum of 1 man- day) at the rate of \$2,000 per
Domain	man-day.
iii) Project management	

- 10.3 Upon the cancellation of any Project Schedule or Approved Project Schedule, an NC Charge of \$50 shall be imposed on the Contracting QP.
- 10.4 An NC Charge of \$1,000 shall be imposed on the Contracting QP upon the submission of a Modification Order by the Contracting QP.
- 10.5 Upon the Deactivation of each L3 Virtual Routing Domain which has been set up by Nucleus Connect, an NC Charge of \$1,000 shall be imposed on the Contracting QP.

10.6 Maintenance or Repair

(a) Nucleus Connect will charge for every onsite visit or joint investigation according to the length of time spent by Nucleus Connect's representative during such onsite visit or joint investigation respectively, if such onsite visit or joint investigation is requested by the Contracting QP. There will be a minimum charge of \$400 per onsite visit or joint investigation (as the case

- may be) up to the first two hours. Subsequent hour blocks are charged at \$200 per hour.
- (b) The No Fault Found Charge referred to in paragraph 9.6 is \$214 per Fault report.
- 10.7 In the event any Patching Service is required to be provided by Nucleus Connect in connection with the provision of the service hereunder, Charges set out in the Service Schedule in respect of Patching Service shall apply.

Application FormL3 Virtual Routing Domain Setup Service



ATTN: NUCLEUS CONNECT, ORDER DESK FACSIMILE NO. : (65) 6808 2820 EMAIL: orderdesk@nucleusconnect.com			
	Туре	of Order	
□ New Order □ Mo	odification	☐ Deactivation	
Others (Please specify):			
Existing Service ID (Mandatory field unles	ss New Order):	<u> </u>	
Bus	iness Custo	omer Information	
Company Details		Authorised Officer Particulars	
Name of Firm/Company as in RCB:		Name of Authorised Officer as in NRIC/PASSPORT/FIN*. Please underline surname. (Dr/Mr/Miss/Mrs/Mdm):	
Registered Address as in RCB:		NRIC/PASSPORT/FIN* No. of Authorised Officer (Dr/Mr/Miss/Mrs/Mdm):	
		E-mail of Authorized Officer:	
Main Office Contact No.:		Designation:	
Main Office Fax No.:		Contact No. (Office):	
Business Registration Number (BRN):		Contact No. (Fax):	
Account Information (For New Accounts, please refer to www.nucleusconnect.com for instruction to sign up Nucleus Connect's Services)		Account Number:	
Customer Reference ID : (This ID is issued by customer for their internal reference of the service that is set out in this application form)			
Billing Details (If dif	ferent from	Business Customer Information)	
Company Name:		Billing Address:	
City & Postal Code:		Country:	
Contact Person Name (Billing):		Customer Contact Number :	
Customer Fax Number:		E-mail:	
* Please select where appropriate			
		chnical Contact	
Installation Contact (for service delivery)		Operations/Technical Contact (after service delivery)	
Name:		Name:	
Telephone (O):		Telephone (O):	
Mobile:		Mobile:	
Email:		Email:	
Notification Mode: 24 Hours Daily ☐ Office Hours (9am-5pm, Mon-Fri) ☐		Notification Mode: 24 Hours Daily Office Hours (9am-5pm, Mon-Fri)	

Application FormL3 Virtual Routing Domain Setup Service



Instruction			
In accordance to paragraph 4, the number of L3 Virtual Routing Domains that the Contracting QP can have per Order is limited to one hundred (100). If the Contracting QP requires a number of L3 Virtual Routing Domains which exceeds one hundred (100), or has other specific requirements on the set up of the L3 Virtual Routing Domain(s), Nucleus Connect will assess such requirements on a case-by-case basis			
	Virtual Routing Domain Configura	ation	
Number of Virtual routing domain: QP-EVPL Service Port			
	Protocol		
☐ Static ☐ BGP ☐ IPv4 ☐ IPv6 ☐ Others: (Select all that are applicable)			
	Fail over Mechanism and Protoc	col	
☐ IEEE 802.3ad	□ eBGP		
	Contract Period		
Customer requested RFS date^			
	Additional Information		
^ Subject to agreement, resource availability and confirmation by Nucleus Connect.			
	Customer Signature		
We hereby agree to subscribe to the abovementioned services on the terms and subject to the conditions contained in the Master ICO Agreement and the Service Schedule for the abovementioned services, which terms and conditions shall apply upon Nucleus Connect's acceptance of this application. We certify that all information provided by us herein are true, correct and complete. Further, we agree that any cancellation of the abovementioned services may result in a charge to us at Nucleus Connect's prevailing rates.			
-			
Signature of Authorised Officer	<u>Date</u>	Company Stamp	
For Nucleus Connect Use			
☐ Application Rejected:	Application Rejected: Reason for rejection:		
☐ Application Accepted	Service ID/s:	Work Order No.:	
No. of pages attached (Excluding application forms):	Approval code:	Processed by (Name, Contact, Signature and Date)	