SERVICE SCHEDULE - PLATFORM CONNECTION SERVICE

NUCLEUS CONNECT PTE. LTD. INTERCONNECTION OFFER (ICO) AGREEMENT SERVICE SCHEDULE – PLATFORM CONNECTION SERVICE

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1. INTRODUCTION

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

2. DEFINITIONS AND INTERPRETATION

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

2.2 In this Service Schedule:

API (Application Programming Interfaces)	means a set of routines, protocols and tools for building software applications;
Approved Project Schedule	has the meaning ascribed to it in paragraph 6.4;
B2B Option	has the meaning ascribed to it in paragraph 4.2(b);
Cancel or Cancellation	in relation to an Order submitted by the Contracting QP, means the cancellation of such Order by the Contracting QP before the RFS Date applicable to such Order;
"Connecting QP"	means any Qualifying Person who is connected to the Platform;
Deactivate or Deactivation	means terminating the Platform Connection Service which has been activated and being provided to the Contracting QP;

Fault means a fault in the Platform Connection Service, provided that any

service unavailability due to any planned maintenance shall not

constitute a Fault;

Fault

has the meaning ascribed to it in paragraph 12.2(a);

Management

Hotline

Fault Report has the meaning ascribed to it in paragraph 12.2;

Manual Process has the meaning ascribed to it in paragraph 5.3;

Modification or Modify has the meaning ascribed to it in paragraph 9.1;

NC-QP has the meaning ascribed to it in paragraph 4.2(b);

Connectivity

Order means an order submitted by the Contracting QP to take up, Modify

or Deactivate the Platform Connection Service;

OSS/BSS (Operations

(Operations Support

System/Busine ss Support System)

means computing systems used by service providers to provide administrative and maintenance support to a person's business

operations with customers;

Platform Connection

Service

has the meaning ascribed to it in paragraph 4.1;

Professional

has the meaning ascribed to it in paragraph 4.7;

Services

Project has the meaning ascribed to it in paragraph 6.1;

Schedule

"Qualifying Person"

has the meaning ascribed to it in the Code;

Relevant Period has the meaning ascribed to it in paragraph 6.1;

RFS Date m	eans:
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- (a) (in the case of an Order to take up the Platform Connection Service) the date on which the setup of Platform Connection Service is completed and the Authorised Users will be able to access the Platform and utilise its services therein:
- (b) (in the case of an Order for Modification) the date on which the Modification shall be completed by Nucleus Connect; or
- (c) (in the case of an Order for Deactivation) the date on which the Deactivation shall be completed by Nucleus Connect,

such date to be determined by Nucleus Connect;

RSP Portal means Nucleus Connect's customer facing web-based portal

developed to provide an interface between the Platform and the

Authorised Users;

SOW has the meaning ascribed to it in paragraph 4.8;

System means any change to the Platform which affects any Mandated

Change Service used by a Connecting QP; and

WEB Option has the meaning ascribed to it in paragraph 4.2(a).

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

3. COMMENCEMENT

This Service Schedule shall commence with effect from the date that the Contracting QP first places an Order for the Platform Connection Service, in accordance with paragraph 5.

4. SERVICE DESCRIPTION

- 4.1 The Platform Connection Service is a service that enables the Contracting QP's Authorised Users to access the Platform and utilise the services therein.
- 4.2 Pursuant to the Platform Connection Service, the Contracting QP can access and connect to the Platform via either or both of the following connectivity options:
 - (a) Web Login ("WEB Option")

Under this option, Nucleus Connect will enable the Contracting QP's access and connectivity to the Platform via client-based secure public Internet VPN connection. Upon successful setup of the Platform Connection Service, the Authorised Users will be able to access the Platform using secured two-factor login at the RSP Portal.

If the Contracting QP has (via formal correspondence to Nucleus Connect) indicated its intention to take up the Platform Connection Service, it may request

for the said secured two-factor login's procedures. Upon receipt of such request, Nucleus Connect will provide the said secured two-factor login's procedures to the Contracting QP.

(b) B2B Connection ("B2B Option")

Under this option, Nucleus Connect will provide a set of the Platform's APIs to the Contracting QP for it to implement flow-through business transactions with the Platform. Nucleus Connect will enable the Contracting QP's access to the Platform via a dedicated point-to-point secured link (the "NC-QP Connectivity").

For the avoidance of doubt, the Contracting QP shall be responsible to procure the NC-QP Connectivity at its own costs.

Pursuant to the B2B Option, Nucleus Connect shall perform the interface testing as set out in Appendix 2. Upon successful setup of the Platform Connection Service, the Authorised Users will be able to access the Platform directly from the Contracting QP's own OSS/BSS system.

- 4.3 As part of the Platform Connection Service, Nucleus Connect shall:
 - (a) where the Contracting QP submits an Order to take up the Platform Connection Service under WEB Option:
 - (i) create the number of user account(s) according to the number of user accounts(s) specified by the Contracting QP in its Order; and
 - (ii) create one (1) user account with user administrative rights to manage and maintain all of the Contracting QP's user accounts; and
 - (b) where the Contracting QP submits an Order to take up the Platform Connection Service under B2B Option:
 - configure the NC-QP Connectivity to the Platform so as to enable interconnectivity between the Platform and the Contracting QP's OSS/BSS system;
 - (ii) interface the Contracting QP's OSS/BSS system to the Platform by providing a set of the Platform's APIs for the implementation of flow through business transactions with Nucleus Connect. Nucleus Connect will support the Contracting QP in the testing of its system interfaces with the Platform's APIs provided; and
 - (iii) create only one (1) user account to enable the Authorised User to access the Platform and use the Platform's services.
- 4.4 Upon the successful setup of the Platform Connection Service, the Authorised Users will be able to access the Platform and utilise its services, which shall include the following functions and/or services:
 - (a) where the Contracting QP has submitted an Order to take up the Platform Connection Service under WEB Option, the functions/services available are:
 - (i) submit an order to:

- (I) take up a new Mandated Service; or
- (II) Modify or Deactivate a Mandated Service;
- (ii) track and retrieve details of an order;
- (iii) open trouble ticket;
- (iv) track and retrieve trouble ticket details;
- (v) view monthly bill;
- (vi) access reports;
- (vii) coverage check;
- (viii) access to the Mandated Services Information; and
- (ix) (only for a user account with user administrative rights) manage and maintain all of the Contracting QP's user accounts, including the changing of user password and email address;
- (b) where the Contracting QP has submitted an Order to take up the Platform Connection Service under B2B Option, the function/services available are:
 - (i) submit an order to:
 - (I) take up a new Mandated Service; or
 - (II) Modify or Deactivate a Mandated Service;
 - (ii) track and retrieve details of an order;
 - (iii) open trouble ticket;
 - (iv) track and retrieve trouble ticket details; and
 - (v) coverage check; and
- (c) any such other services that may be required to be provided on the Platform by the Authority from time to time.
- Where the Contracting QP selects WEB Option, Nucleus Connect will issue user administrative rights to the Contracting QP's designated user administrator to manage and maintain all of the Contracting QP's user accounts. The user administrative rights available to the user administrator shall include the changing of user particulars, password(s) and email address(es).
- 4.6 The Platform will be available for the Contracting QP's use on a daily basis from 8:00 am to 11:00 pm. Unless in cases of emergency or events beyond Nucleus Connect's control, Nucleus Connect:

- (a) will notify the Contracting QP at least five (5) Business Days in advance in the event that planned maintenance needs to be conducted during the said operating hours:
- (b) will not suspend the Contracting QP's access to the Platform without providing prior notice to the Contracting QP in the event of such planned maintenance; and
- (c) will include the relevant details of such planned maintenance (for example, date and duration of maintenance, type of maintenance and affected modules, functions & features of the Platform) in its notification.

Professional Services

- 4.7 In connection with B2B Option, Nucleus Connect also offers professional services to assist the Contracting QP to customise B2B Option's standard APIs for the Contracting QP (the "**Professional Services**"). For the avoidance of doubt, the Professional Services shall not be applicable to WEB Option.
- The Professional Services are offered as value-added service(s) by Nucleus Connect, based on the terms and conditions provided by Nucleus Connect to the Contracting QP in a statement of work ("SOW"), which shall be negotiated and agreed between Nucleus Connect and the Contracting QP. The Contracting QP may request Nucleus Connect to provide onsite support and joint investigation. Such request shall be chargeable as negotiated and agreed by both Nucleus Connect and the Contracting QP.
- 4.9 Nucleus Connect shall evaluate the Contracting QP's request for Professional Services and reserve the right to reject such requests. If Nucleus Connect accepts the request, the implementation shall be pursuant to the terms and conditions of the SOW, and the implementation costs incurred, including man-day(s) effort, software, hardware and vendor support, shall be chargeable as negotiated and agreed by both Nucleus Connect and Contracting QP.
- 4.10 The Contracting QP shall pay applicable Charges for the Professional Services in accordance with the Approved Project Schedule and paragraph 13.2.
- 4.11 Nucleus Connect shall use its reasonable efforts to provide the Professional Services in accordance with the Approved Project Schedule.

5. ORDER HANDLING

- 5.1 The Contracting QP shall place one (1) Order for each Platform Connection Service. For example, if the Contracting QP wishes to take up WEB Option and B2B Option, the Contracting QP shall submit two (2) separate Orders: 1 Order for WEB Option and 1 Order for B2B Option. As a further example, if the Contracting QP wishes to take up two (2) WEB Option accounts, the Contracting QP shall submit two (2) separate Orders: 1 Order for each WEB Option account.
- 5.2 The Contracting QP must place an Order for any of the following purposes in accordance with paragraph 5.3:
 - (a) to take up the Platform Connection Service;
 - (b) to request Modification(s); and/or
 - (c) to Deactivate the Platform Connection Service.

- 5.3 The Contracting QP 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 "Manual Process").
- 5.4 The Contracting QP is responsible for the acts and omissions of its Authorised Users in connection with the Manual Process.
- 5.5 All Orders received by Nucleus Connect will be processed by Nucleus Connect in the order in which they are received. Nucleus Connect shall notify and send to the Contracting QP an acknowledgement that the Orders have been received.
- Nucleus Connect shall notify the Contracting QP if Nucleus Connect rejects any Order submitted by the Contracting QP pursuant to paragraph 5.7 or 5.8. Such notification shall be sent via email in the first instance or if email is not available for any reason by facsimile, to the email address or facsimile number of the "Primary contact person" specified in Annex 5 of the Master ICO Agreement. Any such rejection, and the reasons therefor, shall be notified to the Contracting QP as aforesaid within three (3) Business Days after Nucleus Connect's receipt of such Order.
- 5.7 The Contracting QP acknowledges and agrees that Nucleus Connect shall be entitled to reject any Order submitted by the Contracting QP to take up the Platform Connection Service in any of the following circumstances:
 - (a) where such Order is not in the prescribed form;
 - (b) where the information in such Order is illegible, inaccurate, incomplete or incorrect;
 - (c) where the Contracting QP has placed an Order to take up the Platform Connection Service under WEB Option, the RFS Date specified in such Order falls on a date which is earlier than the date falling five (5) Business Days from the date such Order was submitted to Nucleus Connect; or
 - (d) where the Contracting QP has committed a material breach of the ICO Agreement.
- 5.8 The Contracting QP acknowledges and agrees that Nucleus Connect shall be entitled to reject any Order submitted by the Contracting QP to Modify, Cancel or Deactivate the Platform Connection Service in any of the following circumstances:
 - (a) where such Order is not in the prescribed form;
 - (b) where the information in such Order is illegible, inaccurate, incomplete or incorrect; or
 - (c) where the Contracting QP has submitted an Order to take up the Platform Connection Service under WEB Option, the RFS Date specified in such Order falls on a date which is earlier than the date falling five (5) Business Days from the date such Order was submitted to Nucleus Connect.

- 5.9 When submitting an Order, the Contracting QP shall be required to specify the following details:
 - (a) where the Contracting QP is submitting an Order for the Platform Connection Service pursuant to WEB Option:
 - specify number of user accounts that it requires to be created under the Order:
 - (ii) provide user registration details (including without limitation, email address(es), user particulars and/or such other details as may be specified by Nucleus Connect in the Order form attached hereto) for the Authorised Users in accordance with the number of user account(s) requested for:
 - (iii) ensure that the email address(es) provided for each user account are valid corporate email address(es);
 - (iv) designate one (1) user administrator from the list of Authorised Users requested in order to manage and maintain all of the Contracting QP's user accounts, including the changing of user particulars, password(s) and email address(es);
 - (v) specify its requested RFS Date; and
 - (vi) specify a corresponding billing account for each of the user account(s) that it requests to be created; and
 - (b) where the Contracting QP is submitting an Order for the Platform Connection Service pursuant to B2B Option:
 - (i) provide user registration details (including without limitation, email address(es), user particulars and/or such other details as may be specified by Nucleus Connect in the Order form attached hereto) for its Authorised User;
 - (ii) provide technical details including firewall make and model, firewall software version and IP addresses for its NC-QP Connectivity.

Professional Services

- 5.10 If any Professional Services are required by the Contracting QP, it shall specify its requirement(s) using the Order form attached to this Service Schedule.
- 5.11 The Contracting QP may submit an Order to take up the Professional Services at the same time as it places an Order for the Platform Connection Service. The Contracting QP may also submit an Order for Modification to take up the Professional Service at any one time after it has submitted an Order for the Platform Connection Service in accordance with paragraph 9.1(c).

6. TAKING UP THE SERVICE UNDER B2B OPTION

Where the Contracting QP is submitting an Order to take up the Platform Connection Service under B2B Option and if such Order is not rejected by Nucleus Connect, Nucleus

Connect will provide a project schedule (the "**Project Schedule**") to the Contracting QP within the Relevant Period, stating:

- (a) the scope of work (ie: the setup of the Platform Connection Service and the testing of the Contracting QP's system interfaces developed to interface with the Platform);
- (b) the estimated number of man-days required to complete the setup of the Platform Connection Service:
- (c) the RFS Date, which shall be based on the estimated number of man-days required to complete the setup the Platform Connection Service;
- (d) an estimation of Nucleus Connect's charges (based on the Charges set out in paragraph 13) and any third party charges involved;
- (e) (if applicable) the terms and conditions for the provision of the Professional Services in the form of an SOW. Such terms and conditions shall also include the estimated total Charges payable by the Contracting QP under the SOW; and
- (f) (if applicable) such other terms and conditions relating to the provision of the Platform Connection Service as Nucleus Connect may specify.

For the purposes of this Service Schedule, "Relevant Period" means:

- (X) (where the relevant Order does not include any Professional Services) the period commencing on the date of Nucleus Connect's receipt of the relevant Order and expiring on a date falling ten (10) Business Days thereafter; and
- (Y) (where the relevant Order includes any Professional Services) the period commencing on the date of Nucleus Connect's receipt of the relevant Order and expiring on a date falling thirty (30) Business Days thereafter.
- 6.2 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.
- 6.3 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:
 - (a) the Order which is the subject of such Project Schedule shall be deemed to be cancelled whereupon paragraph 13.1(b)(ii) shall apply; and
 - (b) such Project Schedule and this Service Schedule shall lapse, unless Nucleus Connect is separately providing the Platform Connection Service 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 Days timeframe (or as the case may be, the agreed extended timeframe) referred to in paragraph 6.3, whereupon the Approved Project Schedule shall be binding on Nucleus Connect and the Contracting QP.
- 6.5 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 13.1(b)(ii) shall apply.

7. PROVISIONING THE SERVICE

- 7.1 If an Order submitted by the Contracting QP to take up the Platform Connection Service is not rejected by Nucleus Connect, Nucleus Connect will provision and activate the Platform Connection Service such that it is available and ready for the Contracting QP to use by the RFS Date.
- 7.2 Nucleus Connect shall not be liable or responsible for any of the Contracting QP's software which interfaces with the Platform's APIs in any way whatsoever in connection with the provision and activation of the Platform Connection Service.
- 7.3 The Contracting QP shall pay Nucleus Connect the applicable Charges for the Platform Connection Service provided by Nucleus Connect hereunder as set out in paragraph 13, in accordance with the Master ICO Agreement.

8. CANCELLATION

- 8.1 After submitting an Order, the Customer may before the RFS Date, send to Nucleus Connect a written notice to Cancel the previously submitted Order. A written notice for Cancellation shall be irrevocable, unless otherwise approved by Nucleus Connect in writing.
- 8.2 The Contracting QP shall pay Nucleus Connect the applicable Cancellation Charges as set out in paragraphs 13.1(b) and/or 13.2(7) in accordance with the Master ICO Agreement.
- 8.3 Upon the Cancellation of an Order, this Service Schedule shall lapse unless Nucleus Connect is separately providing the Platform Connection Service to the Contracting QP at the time, in which case this Service Schedule shall remain in force.

9. MODIFICATION

- 9.1 Subject to paragraph 9.3, the Contracting QP may submit an Order to change or modify ("Modify" or "Modification") an Order which has previously been submitted or an existing Service which has been successfully provisioned and activated. Such Modifications shall only be limited to the following:
 - (a) where the Contracting QP has taken up the Platform Connection Service under WEB Option or the addition of user account(s);
 - (b) the creation or removal of billing account(s); and/or

- (c) an Order to take up or terminate the Professional Services as value-added services.
- 9.2 Subject to paragraphs 9.5 and 9.6, the Contracting QP shall pay Nucleus Connect the applicable Charges for each Modification as set out in paragraph 13.1(c), in accordance with the Master ICO Agreement.
- 9.3 In relation to any Platform Connection Service taken up by the Contracting QP for which the connectivity option is based on WEB Option, if the Contracting QP wishes to change the connectivity option from WEB Option to B2B Option, the Contracting QP shall:
 - (a) place an Order for the Deactivation of such Platform Connection Service with WEB Option; and
 - (b) place an Order to take up a new Platform Connection Service with B2B Option.

This paragraph 9.3 shall also apply mutatis mutandis where the Contracting QP wishes to change the connectivity option of any Platform Connection Service then taken up by it from B2B Option to WEB Option.

For the avoidance of doubt, all previous transactions and data will still be available to the Contracting QP after such changes are made to the connectivity option.

- 9.4 If an Order submitted by the Contracting QP under paragraph 9.1 is not rejected by Nucleus Connect, Nucleus Connect will provision and activate such Modification by the RFS Date.
- 9.5 Prior to provisioning and activating any Modification pursuant to paragraph 9.1, if required by Nucleus Connect, Nucleus Connect and the Contracting QP shall agree on any third party charges that are reasonably necessary for Nucleus Connect to incur in order for Nucleus Connect to undertake such provisioning and activation (such agreement not to be unreasonably delayed or withheld by either Party). Such agreed third party charges shall be borne entirely by the Contracting QP.
- 9.6 The Contracting QP acknowledges and agrees that notwithstanding that Nucleus Connect has not rejected an Order for Modification submitted by the Contracting QP, Nucleus Connect will not be able to proceed with the provisioning of such Modification and shall not be liable to the Contracting QP therefor in any of the following circumstances:
 - (a) where Nucleus Connect and the Contracting QP are not able to agree on third party charges pursuant to paragraph 9.5 that Nucleus Connect needs to incur in order to provision such Modification; and/or
 - (b) where Nucleus Connect and the Contracting QP cannot agree on an RFS Date, provided that, in each case, such circumstances are not due to Nucleus Connect's fault.

10. DEACTIVATION

10.1 The Contracting QP may submit an Order to Deactivate the Platform Connection Service by specifying in the Order the date on which such Deactivation is to take place; provided that such date shall be no earlier than the date falling thirty (30) Business Days from the date such Order was submitted to Nucleus Connect.

- 10.2 The Contracting QP shall pay Nucleus Connect the applicable Charges for the Deactivation of the Platform Connection Service as set out in paragraph 13.1(d), in accordance with the Master ICO Agreement.
- 10.3 The Platform Connection Service and/or the Professional Services will be automatically Deactivated in the event that the ICO Agreement is terminated pursuant to the terms and conditions of the ICO Agreement.
- 10.4 Upon the Deactivation of the Platform Connection Service being effective, this Service Schedule shall lapse, unless Nucleus Connect is separately providing the Platform Connection Service under this Service Schedule to the Contracting QP at the time, in which case this Service Schedule shall remain in force.

11. CONTRACTING QP'S OBLIGATIONS

- 11.1 The Contracting QP acknowledges and agrees that:
 - if it selects WEB Option, it shall appoint a user administrator to manage and maintain the Contracting QP's user account(s);
 - (b) it shall be responsible to install a compatible web browser (at its own costs) to access the RSP Portal. The compatible web browsers are Internet Explorer 7, Internet Explorer 8, Internet Explorer 9 and such other web browsers as may be approved by Nucleus Connect from time to time;
 - (c) it shall be responsible for installing VPN client on host computers at its own costs. Nucleus Connect will provide the VPN client which is compatible with Nucleus Connect's firewall make and model.
 - If the Contracting QP has (via formal correspondence to Nucleus Connect) indicated its intention to take up the Platform Connection Service, it may request for the system requirements of the said host computers where the VPN client will be installed. Upon receipt of such request, Nucleus Connect will provide the said system requirements to the Contracting QP;
 - (d) if it selects B2B Option under paragraph 4.2, it shall provide (at its own costs) the transmission link to implement the NC-QP Connectivity in accordance with Nucleus Connect's specifications.
 - If the Contracting QP has (via formal correspondence to Nucleus Connect) indicated its intention to select B2B Option under paragraph 4.2, it may request for the specifications of the said transmission link. Upon receipt of such request, Nucleus Connect will provide the said specifications to the Contracting QP;
 - (e) it shall appoint a single point of contact (SPOC) to liaise with Nucleus Connect and to provide the necessary network information, agree on work schedules, resolve interconnection problems (if any), testing, commissioning and other related activities;

(f) it shall be responsible for working with Nucleus Connect to setup and configure its own firewall to facilitate connection and access between its users/systems and the Platform. It shall ensure firewall compatibility and inter-operation workability with Nucleus Connect's firewall make and model as indicated below:

Nucleus Connect Firewall	
Make and Model	Checkpoint CPAP-IP695-D-AC
Software Version	IPSO 6.2

- (g) it shall provide Nucleus Connect and/or Nucleus Connect's contractors/suppliers with such assistance and co-operation as may be necessary or desirable to provide and maintain the Platform Connection Service and/or the Professional Services (including to test for or remedy any Fault);
- (h) except as provided in this Service Schedule, it shall (at its own costs) provide all hardware, software and manpower required to connect to and use the Platform Connection Service and/or the Professional Services;
- (i) except as expressly set out in the ICO Agreement, Nucleus Connect expressly disclaims all other warranties of any kind (whether express or implied) in connection with the Platform Connection Service or the provision of the Professional Service, to the fullest extent allowed by law. In particular, Nucleus Connect does not warrant that the Platform Connection Service or the Professional Services is/are fault-free or available at all times:
- (j) it shall be responsible for the acts and omissions of its Authorised Users in connection with the Platform Connection Service and/or the Platform; and
- (k) it shall (and shall procure that the Authorised Users shall) comply with the Terms & Conditions for Use as set out in Appendix 1.

12. FAULT MANAGEMENT AND RECTIFICATION

Fault Management Procedure

- 12.1 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.
- 12.2 If the results of testing and investigations by the Contracting QP lead to the reasonable belief that the Fault lies within Nucleus Connect's Platform, the Contracting QP may:
 - (a) 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
 - (b) if the Fault Management Hotline is unavailable, 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 Fault Management Hotline is available to the Contracting QP on a 24 by 7 basis.

- 12.3 Upon receipt of a Fault Report from the Contracting QP pursuant to paragraph 12.2, Nucleus Connect shall investigate the cause of the Fault which is the subject of such Fault Report, in a diligent and responsible manner as would be expected of a competent service provider. Nucleus Connect shall update the Contracting QP as and when there is a change in status of the fault investigation / rectification work.
- 12.4 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.
- 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 Platform, the Contracting QP shall pay to Nucleus Connect the applicable Charges in respect of such joint investigation as set out in paragraph 13.1(e). Any charges imposed by Nucleus Connect's suppliers and contractors shall not be borne by the Contracting QP.
- 12.6 The Fault shall be deemed to be rectified when Nucleus Connect has tested and confirmed to the Contracting QP that it has been rectified.
- 12.7 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.
- 12.8 Nucleus Connect retains the right to suspend the access to the Platform in accordance with paragraphs 6.4 and 6.5 of Appendix 1.

Response Time

12.9 Nucleus Connect's response time for responding to a Fault incident (received by it) shall be within the timeframes set out below:

Response Time
Immediate
Within 2 hours
Within 24 hours

Severity Level	Response Time
Level 4 – Important A feature or function having a minor fault but does not have significant impact on operation, or other issues that do not require immediate attention.	Within 2 days or as mutually agreed between Nucleus Connect and the Contracting QP

NC-QP Connectivity Fault

- 12.10 In the event of a Fault occurring within NC-QP Connectivity, the Contracting QP may request Nucleus Connect in writing to setup and configure an emergency public Internet VPN access from its alternative firewall. Such request shall be subject to following terms and conditions:
 - (a) the Contracting QP shall pay the Express Firewall Setup charge as set out in paragraph 13.1(a)(6);
 - (b) the Contracting QP shall provide its own Internet connection from its alternative firewall premises or work site at its own costs;
 - (c) the Contracting QP shall fully cooperate with the Nucleus Connect to set up and configure Nucleus Connect's firewall to allow the emergency public Internet VPN access from the Contracting QP's alternative access site; and
 - (d) the Contracting QP shall inform and fully cooperate with Nucleus Connect to cease the emergency public Internet VPN access when the alternative access to the Platform is no longer required.

13. CHARGES

13.1 <u>One-Time Charges for Platform Connection Service</u>

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	Saturday, Sundays and	Throughout		2

day	Public
day	Public
	Holidays
	i ionaayo

(a) Setup Charge

The following NC Charges relating to the setup and activation of the Platform Connection Service shall be imposed on the Contracting QP:

No	Description	One-Time Charges	Remarks
	WEB Option		
1	Installation charge - setup access and connectivity to Platform via client- based secure public Internet VPN connection (per client-based VPN connection)	\$2,000 per setup	Connecting to Platform via client-based secure public Internet VPN connection. If the Contracting QP request for more than one (1) client-based VPN connection, this charge shall be multiplied by the number of client-based VPN connections. Troubleshooting of initial setup is included.
2	Creation of User Account	\$150 per account	For access via RSP Portal.
	B2B Option		
3	NC-QP Connectivity (dedicated point-to- point secured link) (per setup)	\$3,300 per setup	Dedicated connection for Platform's firewall
4	Interfacing the Contracting QP's OSS/BSS system to the Platform	\$2,000 per man- day	Nucleus Connect will support the Contracting QP to test its system interfaces with the Platform's APIs. Includes the testing as set out in Appendix 2.
5	Connection to Firewall (per physical port basis)	\$10,000 per port	Only applicable for NC-QP Connectivity using dedicated point-to-point

No	Description	One-Time Charges	Remarks
			secured link.
6	Express Firewall setup charges (for emergency public Internet VPN access) per port	\$4,000 per port	For backup link using public Internet VPN. Only applicable for NC-QP Connectivity using dedicated point-to-point secured link.

(b) <u>Cancellation</u>

- (i) Upon Cancellation of an Order submitted by the Contracting QP under WEB Option, the following Charges shall be imposed on the Contracting QP:
 - (I) an NC Charge of \$50 if Cancellation happens before Nucleus Connect's acknowledgement of its receipt of the Order or an NC Charge of an amount equal to the applicable NC Charges as set out in paragraph 13.1 if Cancellation happens after Nucleus Connect's acknowledgement of its receipt of the Order; and/or
 - (II) any third party charges which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such Cancellation.
- (ii) Upon Cancellation of an Order submitted by the Contracting QP under B2B Option, the following Charges shall be imposed on the Contracting QP:
 - (I) an NC Charge of \$50 if Cancellation happens before Nucleus Connect's acknowledgement of its receipt of the Order or an NC Charge of an amount equal to the applicable NC Charges as set out in paragraph 13.1 if Cancellation happens after Nucleus Connect's acknowledgement of its receipt of the Order; and/or
 - (II) any third party charges which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such Cancellation.

(c) Modification

Upon the submission of an Order for Modification by the Contracting QP, the following NC Charges shall be imposed on the Contracting QP:

No	Description	One-Time Charges
1	Creation of user accounts	\$150 per account

2	Creation of billing accounts	\$150 per account	
	Creation of billing accounts	\$150 per account	

(d) <u>Deactivation</u>

Upon the submission of an Order for Deactivation by the Contracting QP, the following NC Charges shall be imposed on the Contracting QP:

No	Description	One-Time Charges
1	Removal of Installation Setup	
	WEB Option	\$1,000 per man-day
	B2B Option	

(e) <u>Maintenance or Repair</u>

No	Description	One-Time Charges	Remarks
1	Joint Investigation	\$1,000 per man- day	Man-days cost incurred to do the investigation if the fault reported is not within Nucleus Connect's Platform.

13.2 Professional Services

The Charges payable by the Contracting QP for the Professional Services shall be set out in the SOW. Such Charges shall be based on the following rates:

(a) One-Time Charges for Professional Services

No	Offering	Charges	Service Description
1	Professional Services	\$2,000 per man- day	Customisation of Platform's APIs for the Contracting QP's system integration and interfaces. Man-days needed for staging, prototype & testing the Contracting QP's OSS/BSS

No	Offering	Charges	Service Description
			interconnection to the Platform.
2	Software Charges	Cost oriented basis	Charge based on software cost incurred (if any) and applicable (where relevant) if the Contracting QP has requested customisation of the Platform for its specific requirements.
3	Software Licence Fees	Cost oriented basis	Charge based on software cost incurred (if any) and applicable (where relevant) if the Contracting QP has requested customisation of the Platform for its specific requirements.
4	Hardware Charges	Cost oriented basis	Charge based on hardware cost incurred (if any) and applicable (where relevant) if the Contracting QP has requested customisation of the Platform for its specific requirements.
5	Vendor Support Charges	Cost oriented basis	Charge based on vendor support cost incurred (if any) and applicable (where relevant) if the Contracting QP has requested customisation of the Platform for its specific requirements.
6	Maintenance & Support Charges by vendors	Cost oriented basis	Applicable (where relevant) if the Contracting QP has requested customisation of the Platform for its specific requirements.
7	Cancellation of Professional	One-Time Charges will not	Professional Services will

No	Offering	Charges	Service Description
	Services	be refunded.	be charged based on work that has already been carried out.
8	Pre-mature Termination charges imposed by Nucleus Connect's contractors and/or suppliers in connection with the provision of the Professional Services	100% of remaining contract value	
9	Deactivation Charge	\$1,000 per man- day	Man-day costs incurred to undertake the Deactivation.

(b) <u>Monthly Recurring Charges for Professional Services</u>

Monthly recurring charges shall be imposed on the Contracting QP if the Contracting QP requires monthly maintenance and support to be provided as part of the Professional Services. Such charges shall be set out in the SOW and charged to the Contracting QP on a cost oriented basis.

APPENDIX 1

Terms & Conditions for Use

1. Acceptance of Terms

- 1.1 The Contracting QP and the Authorised Users' access and use of the Platform and the services therein are subject to these Terms & Conditions.
- 1.2 The Contracting QP and the Authorised Users are advised to read these Terms & Conditions carefully before accessing and using the Platform and the services therein. By accessing and using the Platform and the services therein, the Authorised Users agree to be bound by these Terms & Conditions. If any Authorised Users do not accept any of these Terms & Conditions, they must refrain from accessing and/or using the Platform and the services therein.

2. Ownership and Intellectual Property

- 2.1 Nucleus Connect is the owner and proprietor of the Platform and the services therein. The content on the Platform is offered to the Contracting QP and the Authorised Users by Nucleus Connect as part of the Platform's services for limited use pursuant to the terms of the relevant Interconnection Offer Agreement entered into between Nucleus Connect and the Contracting QP (including these Terms & Conditions) (the "ICO Agreement").
- 2.2 The content on the Platform is owned by Nucleus Connect and/or its licensors and is protected by applicable copyright laws and other intellectual property right laws. Unless expressly permitted on the Platform by Nucleus Connect, the Contracting QP and the Authorised Users must not copy, distribute, publish, perform, modify, download, transmit, transfer, sell, license, reproduce, create derivative works from or based upon, distribute, post, publicly display, frame, link, or in any other way exploit any of the content, in whole or in part. Any rights not expressly granted herein are reserved. Any violation of copyright laws and/or other intellectual property right laws may result in severe civil and criminal penalties.
- 2.3 "Nucleus Connect", the Nucleus Connect logo and all other trademarks, logos and service marks on the Platform are trademarks and service marks belonging to Nucleus Connect or its licensors (the "NC Marks"). Any product, service or trade name other than those owned by Nucleus Connect which identifies a third party as the source thereof may, even if not so indicated, be the service mark or trademark of that third party. Third party trademarks, logos and service marks used on the Platform are used with the permission of their owners and all of their rights are reserved. Any unauthorised use of the NC Marks or any third party trademarks/logos/service marks is strictly prohibited.
- 2.4 The Contracting QP and the Authorised Users must not insert a hyperlink to the Platform (or any part thereof) on any other website or "mirror" or frame any content contained on the Platform on any other server or website.

3. Eligibility

The Contracting QP acknowledges that Nucleus Connect has the right to require that any or all of its Authorised Users (a) register on the Platform via the RSP Portal as users and (b) provide true, accurate, current and complete information about themselves if prompted by the Platform's electronic registration form.

3.2 The Contracting QP warrants that any information provided by the Authorised Users via the Platform in connection with or during the course of accessing and using the Platform's services is true, correct and accurate. It shall remain the responsibility of the Contracting QP to ensure that the Authorised Users shall promptly update such information to keep them true, accurate, current and complete. Nucleus Connect reserves the right to suspend or terminate an Authorised User's registration and refuse him or her access or use of the Platform and/or the services therein if Nucleus Connect has reasonable grounds to suspect that any information provided by him or her is untrue, inaccurate or incomplete.

4. Account, Password and Security

- 4.1 Upon the successful setup and activation of the Platform Connection Service, the login user account(s), username(s) and password(s) will be issued and sent to the Authorised User via email to enable login to the Platform.
- 4.2 The Contracting QP shall be required to maintain a corporate email server for the purpose of receiving of new password(s) and passcode(s) for two factor login. It is the responsibility of the Contracting QP to ensure its email service is operating to receive emails from Nucleus Connect.
- 4.3 The Authorised Users are solely responsible for the security and proper use of their Security Codes. The Contracting QP shall be solely responsible and liable for all Transactions. For the purposes of these Terms and Conditions:
 - (a) "Security Codes" means login account(s), username(s), password(s), passcode(s) and other codes and access procedures for use in connection with access to and use of the Platform and the services therein.
 - (b) "Transactions" means any transaction, instruction or operation made or performed, processed or effected via the Platform by the Authorised Users or any person purporting to be an Authorised User, acting on the Contracting QP's behalf or purportedly acting on the Contracting QP's behalf, with or without the Contracting QP's or any Authorised User's consent.
- 4.4 The sharing of login account(s) is prohibited. There can only be one (1) login session per login account at any point in time.
- The Authorised Users must keep and secure their Security Codes as strictly confidential. The Authorised Users must take all measures to protect the confidentiality of their Security Codes. The Authorised Users must not allow any third party access to or use of such Security Codes. The security of the Contracting QP's account is the sole responsibility of the Contracting QP and the Authorised Users. Nucleus Connect will not be responsible in any way if the Security Codes of the Authorised Users and/or the Contracting QP's account is/are misappropriated or used by a third party.
- 4.6 Nucleus Connect is under no obligation to investigate the authenticity or authority of effecting the Transactions or to verify the accuracy, adequacy and/or completeness of the Transactions effected via the Contracting QP's account. Accordingly, Nucleus Connect may treat the Transactions effected via the Contracting QP's account as valid and binding on the Contracting QP notwithstanding any error, fraud, lack of clarity or misunderstanding in the terms of the Transactions effected via the Contracting QP's account.

- 4.7 All Transactions will be deemed to be irrevocable and unconditional upon transmission via the Platform and Nucleus Connect shall be entitled to effect, perform or process such Transactions without further consent or without any further reference or notice to you.
- 4.8 The Contracting QP must immediately notify Nucleus Connect if the Contracting QP discovers or suspects that (a) any Security Code is lost, stolen or disclosed to any person who is not authorised to use it, (b) any Authorised User ceases to be employed or authorised by the Contracting QP to use the Security Codes or (c) if any other event occurs which may compromise the security of the Contracting QP's account. After receipt of any such notice purporting to come from the Contracting QP, Nucleus Connect may (subject to paragraph 6.5 below) suspend or cancel the Authorised Users' use of the Platform and/or the services therein.
- 4.9 The Authorised Users must exit from the Contracting QP's account at the end of each session.
- 4.10 Subject to paragraph 6.5 below, Nucleus Connect reserves the right to suspend access to the Platform and/or the services therein if at any time Nucleus Connect considers that there is or is likely to be a breach of security. Nucleus Connect will not be liable for any losses, damages, costs, expenses or other liabilities whatsoever arising from such suspension.
- 4.11 If any Authorised User forgets his or her password, he/she may reset the password through the Contracting QP's designated user administrator. For security reasons, passwords must be changed every sixty (60) days. Nucleus Connect reserves the right to suspend or terminate any user accounts that are unused for more than six (6) months.
- 4.12 The Authorised Users shall be responsible for obtaining and using the necessary software, device, hardware and/or equipment necessary to obtain access to the Platform at the Contracting QP's own risks and expenses.
- 4.13 The Contracting QP acknowledges the following Internet-related risks in connection with the access to and use of the Platform and its services therein:
 - (a) insufficient technical knowledge and lack of safety precautions can make it easier for unauthorised third parties to access systems or devices (for example, insufficiently protected storage of data on the hard disk, file transfers and monitor emissions), and it is the Authorised Users' responsibility to take the necessary security precautions;
 - (b) the usage patterns of the Authorised Users may be monitored by third parties;
 - (c) third parties may gain unnoticed or unauthorised access to systems and detect your access to and/or use of the Platform; and
 - (d) viruses and other malicious codes may interfere with the access to and/or use of the Platform, the web browser or any device or system.
- 4.14 The Contracting QP shall (a) provide Nucleus Connect with any information or documentation which Nucleus Connect may reasonably request relating to the Authorised Users' access to and/or use of the Platform and/or the services therein, and (b) cooperate with Nucleus Connect in any related investigation, litigation or proceedings.

5. Conditions of Use

- 5.1 Any request for information or any placement of orders to subscribe to any Mandated Service shall be subject to the terms and conditions of the ICO Agreement. The Mandated Services shall be supplied by Nucleus Connect in accordance with the terms and conditions of the ICO Agreement (including the Charges and payment terms stated therein).
- 5.2 By clicking on the "Submit", "I Accept" or other similar buttons, the Authorised Users indicate their acceptance and confirmation of their request(s), order(s) and/or other Transaction(s) effected (including all information provided to Nucleus Connect) via the Platform.
- 5.3 All Authorised Users must not use the Platform and/or the services therein to:
 - (a) upload, post, email, transmit or otherwise make available any material that contains viruses or any other codes, files or programs designed to interrupt, destroy or limit the functionality of the Platform, any software, device or equipment;
 - (b) interfere with or disrupt the Platform or another person's access to or use of the Platform or any servers or networks connected to the Platform, or violate any requirements, procedures, policies or regulations of any networks connected to the Platform;
 - (c) disseminate, upload or download any nuisance, abusive, offensive, indecent, obscene, menacing, unlawful, libellous, defamatory or otherwise objectionable content;
 - (d) gain unauthorised access to other networks or systems;
 - (e) upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; and/or
 - (f) commit any fraudulent or unlawful act, or violate any applicable laws or regulations.
- 5.4 Subject to paragraph 6.5 below, Nucleus Connect reserves the right to suspend or terminate any Authorised User's user account if Nucleus Connect reasonably believes that the Contracting QP or an Authorised User has breached or failed to comply with any of these Terms & Conditions.

6. Removal of User Account and Suspension & Modification of Platform

- Nucleus Connect reserves the right to remove an Authorised User's access to and use of the Platform or any services therein, or decline to process any Transactions effected via the Platform at any time in the event of the Authorised User's or the Contracting QP's breach of any of these Terms & Conditions.
- 6.2 The Contracting QP may remove a user account at any time in accordance with this Service Schedule. After the said removal of the user account, the Authorised User(s) shall no longer have any access to the Platform via that user account.

- In the event that (a) the Contracting QP's order to take up the Platform Connection Service has been rejected; (b) the Platform Connection Service has been suspended; or (c) the use of the Platform has been suspended, , the Contracting QP may still submit orders for the Mandated Services using the application form attached to the relevant Service Schedule by email to orderdesk@nucleusconnect.com (and/or such other email address as Nucleus Connect may notify the Contracting QP from time to time) or, if email is not available for any reason, by facsimile to (65) 6808 2820 (or such other facsimile number as Nucleus Connect may notify the Contracting QP from time to time).
- 6.4 Subject to paragraph 6.5 below, Nucleus Connect may, at any time, suspend the access to and/or use of the Platform (or any services or content therein) for operational reasons such as repair, maintenance, upgrade or improvement of the Platform (or the affected services therein) or because of an emergency.
- 6.5 Nucleus Connect will suspend the access to and/or use of the Platform (or any services or content therein), without providing prior notification to the Contracting QP only in any of the following situations:
 - (a) where the outage is unforeseeable;
 - (b) in cases of emergency;
 - (c) in cases where there is a need to protect the integrity or security of the Platform; and/or
 - (d) for reasons beyond Nucleus Connect's control.
- 6.6 Nucleus Connect may also modify the Platform in order to keep pace with the prevailing demands and technological developments at any time, subject to the following requirements:
 - (a) the System Changes shall not disrupt the Platform Connection Service of Connecting QPs (including the Contracting QP);
 - (b) if Nucleus Connect initiates any System Changes, in the absence of any direction to the contrary by the Authority, Nucleus Connect shall bear the costs related to the System Changes and only those changes that are consequently necessary for Connecting QPs to continue to provide the Mandated Services in substantially the same manner as before the System Changes are implemented;
 - (c) if Nucleus Connect agrees to implement any System Changes initiated by any Contracting QP, in the absence of any direction to the contrary by the Authority, the Contracting QP shall bear the costs related to the System Changes and only those changes that are consequently necessary for Nucleus Connect and/or Connecting QPs to continue to provide the Mandated Services in substantially the same manner as before the System Changes are implemented;
 - (d) in the event that any System Changes (regardless of whether such changes are initiated by Nucleus Connect, Connecting QP(s) and/or Contracting QPs who have signed up to the Platform Connection Service and will be connecting to the Platform)disrupt or adversely affect the Platform Connection Service of Connecting QPs (the "Industry Affecting Changes"), Nucleus Connect will (subject to sub-paragraphs (e) and (f) below) use reasonable efforts to:

- (i) seek feedback and comments (including feedback and comments on the system impact and implementation schedule) from the Connecting QPs on the proposed Industry Affecting Changes; and
- (ii) seek the prior agreement of the Connecting QPs on the proposed Industry Affecting Changes and the costs of the System Changes (such agreement not to be unreasonably withheld or delayed). Any dispute on the proposed Industry Affecting Changes and/or the costs of their implementation shall be resolved in accordance with Annex 3 of the Master ICO Agreement;
- (e) Nucleus Connect shall be entitled to implement any Industry Affecting Changes without complying with sub-paragraphs (d)(i) and/or d(ii) above, in any of the following situations:
 - Nucleus Connect needs to take immediate actions to protect the interests of Connecting QPs (including the Contracting QP) where the integrity or security of the Platform is at risk due to the actions or omissions of Connecting QPs;
 - (ii) Nucleus Connect needs to take immediate action to comply with legal or regulatory obligations;
 - (iii) Nucleus Connect is directed or required to do so by the Authority, or by an emergency services organisation, or by any other competent regulatory, administrative or judicial authority; and/or
 - (iv) the continued operation of the Platform (or any services or content therein) may be unlawful or may pose an imminent threat to life or the property or cause physical or technical harm to any network, system or services of Connecting QPs including but not limited to causing damage, interfering with or causing deterioration in the operations of Connecting QPs.

Nucleus Connect and the affected Connecting QPs shall agree on the cost bearing or sharing responsibilities, if any, for Industry Affecting Changes arising from the above situations (such agreement not to be unreasonably withheld or delayed). Any dispute on the cost bearing or sharing responsibilities shall be resolved in accordance with Annex 3 to the Master ICO Agreement. Any Industry Affecting Changes implemented pursuant to this sub-paragraph (e) shall be reasonable and only to the extent necessary to address the relevant event; and

(f) for the avoidance of doubt, the requirements in sub-paragraphs (d)(i) and/or (d)(ii) above shall not apply to any System Changes to which the Authority determines that the requirements in sub-paragraphs (d)(i) and/or d(ii) above shall not apply.

7. Hyperlinks and Third Party Content

7.1 The Platform may include, refer to or make available hyperlinks to other websites or content on the Internet which are owned or operated by third parties. Such linked websites or content are not under Nucleus Connect's control and Nucleus Connect shall not be responsible or liable for the contents or consequences of accessing any such linked websites or content, nor for any goods or services provided through any such linked websites.

- 7.2 Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and the Contracting QP acknowledges that its or the Authorised Users' access to or use of such linked websites or content is entirety at the Contracting QP's or the Authorised Users' own risk.
- 7.3 Certain third party content may be made available as part of the Platform. Nucleus Connect does not endorse or guarantee the accuracy, reliability or completeness of such content. Such content is not under Nucleus Connect's control and Nucleus Connect shall not be responsible or liable for the content or consequences of accessing or using the same.

8. Limitation of Liabilities

- SAVE AS EXPRESSLY STATED IN THE ICO AGREEMENT (INCLUDING THIS 8.1 SERVICE SCHEDULE), THE PLATFORM AND THE SERVICES AND CONTENTS THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CONTRACTING QP ACKNOWLEDGES THAT ITS AND THE AUTHORISED USERS' ACCESS TO AND USE OF THE PLATFORM (OR ANY SERVICES OR CONTENTS THEREIN) WILL BE AT THE CONTRACTING QP'S SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, NUCLEUS CONNECT EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES IN CONNECTION WITH THE PLATFORM (OR ANY SERVICES OR CONTENTS THEREIN) AND THE CONTRACTING QP'S OR THE USERS' USE THEREOF. INCLUDING AUTHORISED WARRANTIES MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NUCLEUS CONNECT MAKES WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY. USEFULNESS. RELIABILITY, QUALITY, SAFETY OR COMPLETENESS OF THE PLATFORM OR THE SERVICES AND CONTENTS THEREIN AND ASSUMES NO LIABILITY FOR (I) ANY ERRORS, MISTAKES, OR INACCURACIES OF ANY SERVICES OR CONTENTS, (II) ANY HARM, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE CONTRACTING QP'S AND THE AUTHORISED USERS' ACCESS TO AND USE OF THE PLATFORM OR ANY SERVICES OR CONTENTS THEREIN, (III) ANY UNAUTHORISED ACCESS TO OR USE OF THE PLATFORM AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (V) ANY VIRUSES, MALICIOUS CODES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY, (VI) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF ACCEPTANCE OR REJECTION OF YOUR TRANSACTION AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY SERVICES OR CONTENTS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM OR ANY SERVICES THEREIN.
- 8.2 Without prejudice to the foregoing, the Contracting QP acknowledges that whilst Nucleus Connect endeavours to create a secure and reliable service, the confidentiality, accuracy and timeliness of any communication or information transmitted over the Internet cannot be guaranteed. Accordingly, Nucleus Connect assumes no responsibility or liability for the security, accuracy or timeliness of any communications or information transmitted over the Internet using the Platform and/or the services therein.
- 8.3 WITHOUT PREJUDICE TO ANY OTHER PROVISIONS OF THESE TERMS & CONDITIONS, IN NO EVENT WILL NUCLEUS CONNECT OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS BE LIABLE

FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, BUSINESS, ANTICIPATED SAVINGS, GOODWILL AND DATA), WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NUCLEUS CONNECT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Use of Information

The Contracting QP acknowledges that:

- any information provided via the Platform may only be used for the purposes contemplated by the ICO Agreement or for the use of the Mandated Services; and
- (b) it has no right to use the information for any other purpose. Without prejudice to the foregoing, the Contracting QP shall comply with all applicable laws and regulations (including, without limitation, the Code of Practice for Competition in the Provision of Telecommunication Services 2005 or its successor legislation) in its use of the information.

10. Indemnity

The Contracting QP agrees to defend, indemnify and hold harmless Nucleus Connect and its directors, officers, employees, agents and contractors from and against any and all losses, damages, costs (including legal costs), expenses, claims, demands, proceedings and other liabilities whatsoever arising from the Contracting QP's and/or the Authorised Users' breach of or non-compliance with these Terms & Conditions.

11. Conclusiveness of Records

In the absence of fraud or manifest error, all of Nucleus Connect's records of all matters relating to the access to and use of the Platform and the services and content therein, are conclusive evidence of the accuracy, completeness and truth of all matters stated therein.

12. Non-Waiver

No failure or delay by Nucleus Connect to exercise or enforce any of its rights under these Terms & Conditions will operate as a waiver of such rights nor will such failure or delay in way prejudice or affect its right at any time thereafter to act strictly in accordance with its rights under these Terms & Conditions.

13. Severability

If any provision of these Terms & Conditions is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision will be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of these Terms & Conditions will not be affected.

14. Governing Law

These Terms & Conditions shall be construed in accordance with, and governed by, Singapore laws.

APPENDIX 2

B2B Option's System Interface Tests

The system interface tests for B2B Option shall (to the extent applicable) comprise:

Type of Tests	Test Items	Purpose	Acceptance Criteria	Estimated man days (MD)
Connectivity (Mandatory)	Test environment connectivity test	To ensure that the server can reach each other at the assigned IP address and port number.	Server able to telnet into the assigned ports.	1 MD
	Production environment connectivity test	To ensure that the server can reach each other at the assigned IP address and port number.	Server able to telnet into the assigned ports.	
	Basic login with token	To test that the Contracting QP is able to support the login mechanism provided in both direction.	Able to successfully login and able to handle login exception.	
	Coverage check	To test that the Contracting QP is able to send and process the correct messages for 4 different coverage check scenarios: • Landed+Home Reached	Able to send message and process response as per interface specifications.	
		Landed+Home PassedApartment+Home		
		Reached Apartment+Home Passed		
Residential Per-End- User Connection (Mandatory)	Check Timeslot	To test the Contracting QP is able to send and process the correct messages for getting 4 different appointment timeslots.	Able to send message and process response as per interface specifications.	3 MD
	Create new order for Landed +	To test that the Contracting QP is able to support the flow through provisioning of	Able to send message and process response	

Type of Tests	Test Items	Purpose	Acceptance Criteria	Estimated man days
				(MD)
	Home Passed	a new order.	as per interface specifications.	
	Create new order for Landed + Home Reached	To test that the Contracting QP is able to support the flow through provisioning of a new order.	Able to send message and process response as per interface specifications.	
	Create new order for Apartment + Home Reached	To test that the Contracting QP is able to support the flow through provisioning of a new order.	Able to send message and process response as per interface specifications.	
	Create new order for Apartment + Home Passed	To test that the Contracting QP is able to support the flow through provisioning of a new order.	Able to send message and process response as per interface specifications.	
	Revision of an open order – change technical configurations	To test that the Contracting QP is able to support order revision.	Able to send message and process response as per interface specifications.	
	Revision of an open order – change appointment	To test that the Contracting QP is able to support order revision.	Able to send message and process response as per interface specifications.	
	Modification order	To test that the Contracting QP is able to support modification order.	Able to send message and process response as per interface specifications.	
	Cancellation order	To test that the Contracting QP is able to support cancellation of an open order.	Able to send message and process response as per interface specifications.	

Type of Tests	Test Items	Purpose	Acceptance Criteria	Estimated man days (MD)
	Deactivation order	To test that the Contracting QP is able to support deactivation order.	Able to send message and process response as per interface specifications.	
	Coverage check	To test that the Contracting QP is able to send and process the correct messages for: • Building Reached	Able to send message and process response as per interface specifications.	
Non- Residential Per-End- User Connection (Mandatory)	Check Timeslot	To test that the Contracting QP is able to send and process the correct messages for getting appointment timeslots.	Able to send message and process response as per interface specifications.	2 MD
	Create new order for GPON	To test that the Contracting QP is able to support the flow through provisioning of a new order.	Able to send message and process response as per interface specifications.	
	Create new order for AE	To test that the Contracting QP is able to support the flow through provisioning of a new order.	Able to send message and process response as per interface specifications.	
	Revision of an open order – change technical configurations	To test that the Contracting QP is able to support order revision.	Able to send message and process response as per interface specifications.	
	Revision of an open order – change appointment	To test that the Contracting QP is able to support order revision.	Able to send message and process response as per interface specifications.	
	Modification order	To test that the Contracting QP is able to support modification order.	Able to send message and process response	

Type of	Test Items	Purpose	Acceptance	Estimated
Tests			Criteria	man days (MD)
			as per interface specifications.	
	Cancellation order	To test that the Contracting QP is able to support cancellation of an open order.	Able to send message and process response as per interface specifications.	
	Deactivation order	To test that the Contracting QP is able to support deactivation order.	Able to send message and process response as per interface specifications.	
	Create Trouble Ticket	To test that the Contracting QP is able to create trouble ticket.	Able to send message and process response as per interface specifications.	
Trouble Ticket (Mandatory)	Update Trouble Ticket	To test that the Contracting QP is able to update an open ticket.	Able to send message and process response as per interface specifications.	1 MD
	Receive Ticket Update	To test that the Contracting QP is able to update receive updates from Nucleus Connect's system for existing ticket.	Able to send message and process response as per interface specifications.	
	Close Trouble Ticket	To test that the Contracting QP is able to close an open ticket.	Able to send message and process response as per interface specifications.	
	Create new order	To test that the Contracting QP is able to support the flow through provisioning of a new order.	Able to send message and process response as per interface specifications.	

Type of	Test Items	Purpose	Acceptance	Estimated
Tests			Criteria	man days
				(MD)
NBAP Per- End-User Connection (Optional)	Revision of an open order – change technical configurations	To test that the Contracting QP is able to support order revision.	Able to send message and process response as per interface specifications.	
	Revision of an open order – change appointment	To test that the Contracting QP is able to support order revision.	Able to send message and process response as per interface specifications.	
	Modification order	To test that the Contracting QP is able to support the flow through provisioning of a modification order.	Able to send message and process response as per interface specifications.	
	Deactivation order	To test that the Contracting QP is able to support the flow through provisioning of a deactivation order.	Able to send message and process response as per interface specifications.	
	Create new order	To test that the Contracting QP is able to support the flow through provisioning of a new order.	Able to send message and process response as per interface specifications.	
QP-EVPL Service Port (Optional)	Revision of an open order – change technical configurations	To test that the Contracting QP is able to support order revision.	Able to send message and process response as per interface specifications.	
	Modification order	To test that the Contracting QP is able to support the flow through provisioning of a modification order.	Able to send message and process response as per interface specifications.	
	Deactivation order	To test that the Contracting QP is able to support the flow through provisioning of	Able to send message and process response	

Type of	Test Items	Purpose	Acceptance	Estimated
Tests			Criteria	man days (MD)
		a deactivation order.	as per interface specifications.	
	Create new order	To test that the Contracting QP is able to support the flow through provisioning of a new order.	Able to send message and process response as per interface specifications.	
PB-EVC (Optional)	Revision of an open order – change technical configurations	To test that the Contracting QP is able to support order revision.	Able to send message and process response as per interface specifications.	
	Modification order	To test that the Contracting QP is able to support the flow through provisioning of a modification order.	Able to send message and process response as per interface specifications.	
	Deactivation order	To test that the Contracting QP is able to support the flow through provisioning of a deactivation order.	Able to send message and process response as per interface specifications.	
	Create new order	To test that the Contracting QP is able to support the flow through provisioning of a new order.	Able to send message and process response as per interface specifications.	
AG-EVC (Optional)	Revision of an open order – change technical configurations	To test that the Contracting QP is able to support order revision.	Able to send message and process response as per interface specifications.	
	Modification order	To test that the Contracting QP is able to support the flow through provisioning of a modification order.	Able to send message and process response as per interface specifications.	

Type of	Test Items	Purpose	Acceptance	Estimated
Tests			Criteria	man days (MD)
	Deactivation order	To test that the Contracting QP is able to support the flow through provisioning of a deactivation order.	Able to send message and process response as per interface specifications.	
	Create new order	To test that the Contracting QP is able to support the flow through provisioning of a new order.	Able to send message and process response as per interface specifications.	
L2 VPN Service (Optional)	Revision of an open order – change technical configurations	To test that the Contracting QP is able to support order revision.	Able to send message and process response as per interface specifications.	
	Revision of an open order – change appointment	To test that the Contracting QP is able to support order revision.	Able to send message and process response as per interface specifications.	
	Modification order	To test that the Contracting QP is able to support the flow through provisioning of a modification order.	Able to send message and process response as per interface specifications.	
	Deactivation Order	To test that the Contracting QP is able to support the flow through provisioning of a deactivation order.	Able to send message and process response as per interface specifications.	
	Create new order	To test that the Contracting QP is able to support the flow through provisioning of a new order.	Able to send message and process response as per interface specifications.	
E-LAN Service (Optional)	Revision of an open order – change	To test that the Contracting QP is able to support order revision.	Able to send message and process response	

Type of	Test Items	Purpose	Acceptance	Estimated
Tests			Criteria	man days
				(MD)
	technical		as per interface	
	configurations		specifications.	
	Revision of an	To test that the Contracting	Able to send	
	open order –	QP is able to support order	message and	
	change	revision.	process response	
	appointment		as per interface specifications.	
			specifications.	
	Modification	To test that the Contracting	Able to send	
	order	QP is able to support the flow through provisioning of	message and	
		a modification order.	process response as per interface	
			specifications.	
	Deactivation order	To test that the Contracting QP is able to support the	Able to send	
	order	flow through provisioning of	message and process response	
		a deactivation order.	as per interface	
			specifications.	
	Create new	To test that the Contracting	Able to send	
	order	QP is able to support the flow through provisioning of a new order.	message and	
			process response as per interface	
			specifications.	
L3 VPN	Revision of an	To test that the Contracting	Able to send	
Service	open order –	QP is able to support order	message and	
(Optional)	change	revision.	process response	
	technical configurations		as per interface specifications.	
	Revision of an open order –	To test that the Contracting QP is able to support order	Able to send	
	change	revision.	message and process response	
	appointment		as per interface	
			specifications.	
	Modification	To test that the Contracting QP is able to support the flow through provisioning of a modification order.	Able to send	
	order		message and	
			process response as per interface	
			specifications.	

Type of Tests	Test Items	Purpose	Acceptance Criteria	Estimated man days (MD)
	Deactivation order	To test that the Contracting QP is able to support the flow through provisioning of a deactivation order.	Able to send message and process response as per interface specifications.	
	Create new order	To test that the Contracting QP is able to support the flow through provisioning of a new order.	Able to send message and process response as per interface specifications.	
Service (Optional)	Revision of an open order – change technical configurations	To test that the Contracting QP is able to support order revision.	Able to send message and process response as per interface specifications.	
	Modification order	To test that the Contracting QP is able to support the flow through provisioning of a modification order.	Able to send message and process response as per interface specifications.	
	Deactivation order	To test that the Contracting QP is able to support the flow through provisioning of a deactivation order.	Able to send message and process response as per interface specifications.	

Subject to paragraph 6.1 of the main body of this Service Schedule, the number of "man-days" will be discussed and agreed with the Contracting QP and shall be reflected as such in the Approved Project Schedule prior to actual testing. The Contracting QP shall only be charged for the actual man-days taken for the completion of the testing.

Nucleus Connect reserves the right, subject to the Authority's prior written approval, to add or remove test cases.

Mobile:

Email:

Notification Mode: 24 Hours Daily ☐ Office Hours (8am-6pm, Mon-Fri) ☐



ATTN: NUCLEUS CONNECT, ORDER DESK FACSIMILE NO.: (65) 6808 2820 EMAIL: orderdesk@nucleusconnect.com		
TOTAL NO. OF PAGES:	THIS PAGE NO: OF	
Business Cu	ustomer 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 different fro	om Business Customer Information)	
Company Name:	Billing Address:	
City & Postal Code:	Country:	
Contact Person Name (Billing):	Customer Contact Number :	
Customer Fax Number:	E-mail:	
* Please select where appropriate		
Customer Technical Contact		
Installation Contact (for service delivery)	Operations/Technical Contact (after service delivery)	
Name:	Name:	
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Mobile:

Email:

Notification Mode: 24 Hours Daily

Office Hours (8am-6pm, Mon-Fri)



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W	/EB Option		
□ New Order □ Modification	·		
Others (Please specify): Existi	ing Service ID (Mandatory field unless New Order):		
li e	nstruction		
A maximum of four (4) user accounts is allowed through one form submit	ted. Relevant charges will apply.		
Account Details			
Total number of user accounts required:	Requested RFS Date ^: (DD-MMM-YYYY)		
User Account 1			
User Role : ☑ User Administrator	☐ New ☐ Update Particulars #		
	User Name:		
	DID:		
First Name:	Fax:		
Last Name:	Mobile:		
Email:			
User Administrator is the RSP's appointed personnel authorised with the	right to reset user passwords, update user particulars and change user roles.		
# Note: To update particulars of the User Administrator, please provide t	he new particulars in the fields above.		
User Account 2			
User Role: ⊠ User	□ New		
User ID: (fill ONLY for delete request)	User Name:		
Title: Mr Mrs Ms Mdm Dr	DID:		
First Name:	Fax:		
Last Name:	Mobile:		
Email:			
Authorised to perform: Function Account			
☐ Order Management ☐ Main Billing Account	☐ Sub Billing Account(s)(please specify*)		
☐ Order Enquiry ☐ Main Billing Account	☐ Sub Billing Account(s)(please specify*)		
☐ Fault Management ☐ Main Billing Account	☐ Sub Billing Account(s)(please specify*)		
☐ Billing Management ☐ Main Billing Account	☐ Sub Billing Account(s)(please specify*)		
* As specified in Customer Registration Form (Sub-Billing Acce	ounit)		
User Account 3			
User Role: ☑ User	□ New		
User ID: (fill ONLY for delete request)	User Name:		
Title: ☐ Mr ☐ Mrs ☐ Ms ☐ Mdm ☐ Dr	DID:		
First Name:	Fax:		
Last Name:	Mobile:		
User ID: (fill ONLY for delete request)	User Name:		
Email:			
Authorised to perform: Function Account			
☐ Order Management ☐ Main Billing Account	☐ Sub Billing Account(s)(please specify*)		
☐ Order Enquiry ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ Sub Billing Account(s)(please specify*)		
☐ Fault Management ☐ Main Billing Account	☐ Sub Billing Account(s)(please specify*)		
☐ Billing Management ☐ Main Billing Account	☐ Sub Billing Account(s)(please specify*)		
* As specified in Customer Registration Form (Sub-Billing Acc	ount)		



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User Account 4			
User Role: ☑ User	□ New		
User ID: (fill ONLY for delete request)	User Name:		
Title: Mr Mrs Ms Mdm Dr	DID:		
First Name:	Fax:		
Last Name:	Mobile:		
Email:			
Authorised to perform: Function Order Management Order Enquiry Fault Management Billing Account Main Billing Account Main Billing Account Main Billing Account Billing Management Main Billing Account As specified in Customer Registration Form (Sub-Billing Account)	☐ Sub Billing Account(s)(please specify*)		
	Modification		
Creation of Sub Billing Accounts:	Removal of Sub Billing Accounts:		
Number of Sub Billing Accounts to create:	Number of Sub Billing Accounts to remove:		
Name(s) of Sub Billing Accounts to create:	Name(s) of Sub Billing Accounts to remove:		
(a) (b)	(a) (b)		
(c)	(c)		
	B2B Option		
☐ New Order ☐ Modification ☐ Deactivation			
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Contact Address: Others (Please specify): Exi	ccount Details Requested RFS Date ^: (DD-MMM-YYYY) DID: Fax Number : Mobile: Email Address: irrewall Details IP Address: Test Server IP Address:		
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	Mc	odification		
Creation of Sub Billing Accounts:		Removal of Sub Billing Accou	unts:	
Number of Sub Billing Accounts to create:	<u> </u>	Number of Sub Billing Accou	nts to remove:	
Name(s) of Sub Billing Accounts to create:		Name(s) of Sub Billing Accounts to remove:		
(a) (b) (c) (d)		(a) (b) (c) (d)		
Professional Services:	No			
If Professional Services is required, please prov	ride details:			
	Additio	nal Information		
Any other additional information:				
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:	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)	