

Dated 2019

BETWEEN

NETLINK MANAGEMENT PTE. LTD.
(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)

AND

[REDACTED]

CUSTOMISED AGREEMENT

**PROVISIONING OF SCHEDULE 5 CONNECTIONS AND POINT-TO-POINT CONNECTIONS
FOR 5G MOBILITY TRIAL IN SCIENCE PARK 1 AND 2**

This **CUSTOMISED AGREEMENT** is made on [**2019**] between:

(A) **NETLINK MANAGEMENT PTE. LTD.** (in its capacity as trustee of NetLink Trust) (Company Registration Number: 201704784C), a company incorporated in Singapore with its registered address at 750E Chai Chee Road, #07-03 Viva Business Park Singapore 469005 ("**NLT**")

AND

(B) [REDACTED] (Company Registration Number: [REDACTED]), a company incorporated in Singapore with its registered address at [REDACTED]] (the "**RL**").

NLT and the RL shall hereinafter be collectively referred to as the "**Parties**", and individually as "**Party**".

WHEREAS:

- A. NLT has been granted a licence to provide facilities-based operations ("**FBO Licence**") by the Info-communications Media Development Authority of Singapore ("**IMDA**") under Section 5 of the Telecommunications Act (Cap. 323) ("**Act**") and is a designated public telecommunication licensee under Section 6 of the Act. NLT operates subject to the authority of and regulation by IMDA.
- B. Under the terms of NLT's FBO Licence, NLT is required to offer certain Mandated Services to Requesting Licensees pursuant to the terms of the Approved ICO.
- C. The RL has signed an agreement on terms of the Approved ICO with NLT ("**RL's ICO Agreement**").
- D. The RL has entered into an agreement with CapitaLand Limited and Asia Mobility Industries Pte. Ltd. to carry out a 5G Trial involving autonomous vehicles within Science Park 1 and 2 (hereinafter referred to as the "**5G Mobility Trial**").
- E. The Parties hereby agree to enter into this Customised Agreement, which is separate from and independent of the RL's ICO Agreement, to regulate Parties' respective obligations and responsibilities with regard to NLT's provision of two (2) connections in accordance with Schedule 5 of the Approved ICO (as defined below) and seven (7) Point-to-Point Connections (as defined below) in support of the 5G Mobility Trial.

IN CONSIDERATION OF THE PARTIES' MUTUAL AGREEMENTS, UNDERTAKINGS AND COVENANTS HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, capitalised terms shall have the following meanings:-

"**Approved ICO**" has the meaning ascribed to it in Clause 1.2.1 below;

"**Business Day**" means any day other than Saturdays, Sundays or the gazetted public holidays in Singapore;

"**Code**" means the NetCo Interconnection Code 2017 issued by the Authority pursuant to section

26(1) of the Act, which came into operation on 7 April 2017, or its successor code of practice, and as may be amended from time to time;

“**Designated Building**” means any of the buildings listed in **Annex 2** to this Agreement;

“**Effective Date**” bears the meaning described in **Clause 7.1** below.

“**Law**” means any domestic constitutional provision, statute or other law (including common law), act, rule, regulation, subsidiary legislation, ordinance, treaty, code, permit, certificate, licence, and any decision, decree, resolution, injunction, judgment, order, ruling, interpretation or assessment issued by any Governmental Agency, including any of the foregoing applicable to health, safety and environmental matters;

“**Point-to-Point Connection**” means a fibre connection that is deployed between two physical points (“**A-end**” and “**B-end**”) within NLT’s network;

“**Requesting Licensees**” means Qualifying Persons who had executed an ICO Agreement on terms of the Approved ICO with OpenNet Pte. Ltd. (“**OpenNet**”) prior to 1 October 2014 and had executed a novation agreement dated 1 October 2014 to novate the ICO Agreement from OpenNet to NLT, or who had entered into an ICO Agreement with NLT;

“**Schedule 5 Connection**” means the CO to Building MDF Room Connection to be provided by NLT in accordance with Schedule 5 of the Approved ICO; and

“**Term**” means the term of this Agreement as set out in Clause 7.2 below.

1.2 Interpretation

In this Agreement:-

- 1.2.1 unless otherwise defined herein, all terms and references defined in NLT’s Interconnection Offer as approved by the Authority (“**Approved ICO**”) (as set out on the IMDA webpage <https://www.imda.gov.sg/regulations-licensing-and-consultations/frameworks-and-policies/nationwide-broadband-network/netlink-trusts-interconnection-offer-2017> or any successor webpage and as may be amended from time to time) shall have the same meaning and construction when used in this Agreement;
- 1.2.2 unless otherwise defined herein, the definition of terms shall apply equally to the singular and plural forms of the terms defined, and any pronoun shall include the corresponding masculine, feminine and neuter forms;
- 1.2.3 unless the context otherwise requires, any definition or reference to any instrument, statute or statutory provision shall be construed as referring to such instrument, statute or statutory provision as from time to time amended, supplemented, extended, consolidated or replaced, and subject to any restrictions on such amendments, supplements, extensions, consolidations or replacements, and any orders, regulations, instruments or other subordinate legislation made thereunder;
- 1.2.4 the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- 1.2.5 unless otherwise provided herein or the context otherwise requires, all references to clauses, schedules, recitals and annexures are references to the clauses, schedules, recitals and annexures of this Agreement;

- 1.2.6 the words "herein", "hereinafter", "hereof" and "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement;
- 1.2.7 an expression importing a natural person shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns (as the case may be), and pronouns shall have a similarly extended meaning. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;
- 1.2.8 dates and times refer to Singapore time;
- 1.2.9 the schedules and/or annexures to this Agreement form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
- 1.2.10 the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; and
- 1.2.11 any act or obligation to be done or performed under this Agreement which is required or falls to be done or performed on a stipulated day, shall be done or performed on the next succeeding Business Day, if the day upon which that act or obligation is required or falls to be done or performed falls on a day which is not a Business Day.

2. **NLT'S OBLIGATIONS**

- 2.1 Upon request made by the RL in accordance with the terms and conditions specified herein, NLT shall provision two (2) Schedule 5 Connections and seven (7) Point-to-Point Connections to the RL for use in the 5G Mobility Trial.

3. **RL'S OBLIGATIONS**

- 3.1 In consideration of NLT's agreement to provide the services described in Clause 2 above, the RL shall comply with the terms and conditions specified in the Annexes hereto and as may be amended from time to time by the Parties' mutual agreement, subject to the Authority's approval.

4. **CONFIDENTIALITY**

- 4.1 Each Party shall protect from disclosure any confidential or proprietary information provided by the other in the course of negotiating or implementing this Agreement, use such information only for the provision of the specific Mandated Services requested by the RL and adopt appropriate procedures to ensure that the information of the other Party is not used for the development or marketing of other telecommunication services or equipment by either Party or third parties.

5. **PROTECTION OF NETWORKS**

- 5.1 NLT and the RL shall take reasonable measures to ensure that they will not cause physical or technical harm to each other's network.

6. BILLING INFORMATION

- 6.1 NLT and the RL shall provide each other with information within their possession that is necessary to allow them to provide accurate and timely billing to each other and to any other relevant third parties.

7. TERM AND TERMINATION

- 7.1 This Agreement shall be submitted to the Authority for approval and shall come into effect only upon such approval by the Authority. The date on which the Authority's approval is granted or is deemed to have been granted shall hereinafter be referred to as the "**Effective Date**".
- 7.2 This Agreement shall expire twelve (12) calendar months after the Effective Date of this Agreement ("**Initial Term**") or upon the expiry or termination of the 5G Mobility Trial, whichever is earlier. Parties may agree in writing to renew this Agreement on such terms and conditions as agreed between the Parties subject at all times to the prior approval of the Authority. Upon request for renewal by the RL, which should be made at least three (3) months prior to the expiry of the Agreement, Parties shall negotiate in good faith such terms and conditions to renew this Agreement and to conclude such negotiation prior to the expiry of the Agreement, subject to the Authority's prior approval.
- 7.3 The Parties may review the terms of this Agreement prior to the date of expiry of this Agreement and may renew this Agreement on such terms as Parties may agree, subject to the Authority's prior approval.
- 7.4 Unless otherwise specified in the Schedule hereto, either Party may terminate this Agreement pursuant to the provisions of Clause 12.1 of the main body of Part 2 of the Approved ICO (which are incorporated pursuant to Clause 9.1 below). In addition, either Party may terminate this Agreement by giving to the other Party not less than three (3) months' prior written notice or such shorter notice as may be directed or requested by the Authority, without being liable to the other Party in damages or otherwise for the said termination.

8. LIMITATION OF LIABILITY

- 8.1 This Clause 8 shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, willful or deliberate breach, breach of statutory duty or any other cause) of NLT to the RL under or in relation to this Agreement and in relation to any act, omission or event relating to or arising out of this Agreement.
- 8.2 Subject to Clause 8.3, NLT shall not be liable to the RL, whether in contract, in tort, under statute or otherwise, for the following:
- a. any direct or indirect loss of profits, revenue, business, anticipated savings, wasted expenditure or goodwill; or
 - b. any consequential or indirect liability, loss or damage,
- sustained by the RL and arising from or in connection with this Agreement.
- 8.3 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury.

9. MISCELLANEOUS

9.1 Incorporation of Terms of Approved ICO

Save as expressly amended and/or supplemented by this Agreement, or if the context requires otherwise, the terms of the Approved ICO (as may be amended from time to time, and including but not limited to Schedules 5, 15, 16 and 18) shall be incorporated herein and shall form part of this Agreement, with the necessary modifications for application to this Agreement instead of an ICO Agreement. For the avoidance of doubt, this Agreement shall be deemed to be a "Customised Agreement" referred to in Clause 1.4 of the main body of Part 2 of the Approved ICO and as defined under Clause 1.2.1 of the Code. In the event of any inconsistencies between the provisions of this Agreement and the Approved ICO, the terms of this Agreement shall prevail to the extent of such inconsistencies.

9.2 Release, Waiver or Compromise

Any liability owed to either Party hereunder may in whole or in part be released, waived or compromised, or time or indulgence may be given, by such Party in its absolute discretion and without in any way prejudicing or affecting its rights against the other Party. Any release, waiver or compromise shall be in writing and shall not be deemed to be a release, waiver or compromise of similar obligations or conditions in the future.

9.3 Prohibition against Assignment and Sub-Licensing

This Agreement and/or the obligations hereunder shall not be assigned or sub-licensed by the RL.

9.4 Amendment

This Agreement may be amended only by an instrument in writing signed by both Parties, which shall be conditional upon and subject to the approval of the Authority. The Parties hereby acknowledge that the Authority may direct changes to be made to this Agreement and agree that they shall amend this Agreement to incorporate such changes (including any additional or modified Duties Related to the Provision of Mandated Services as defined in the Code) as and when required by the Authority.

9.5 Invalidity and Unenforceability

Any provision of this Agreement that is invalid or unenforceable under any Law in Singapore will be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this Agreement which are self-sustaining and capable of separate enforcement without regard to the read down or severed provision shall remain valid and enforceable in accordance with their terms.

9.6 Counterparts

This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument.

9.7 Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the Laws of Singapore and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

9.8 Liability of the Trustee

NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Agreement in its capacity as trustee of NetLink Trust and not in its personal capacity and any liability of NetLink Management Pte. Ltd. (in its capacity as trustee of NetLink Trust) under this Agreement is limited to the assets of NetLink Trust over which NetLink Management Pte. Ltd. has recourse and shall not extend to any personal or other assets of NetLink Management Pte. Ltd. or its shareholders, directors, officers or employees, save where NetLink Management Pte Ltd is fraudulent, in wilful default or in breach of the trust or where the NetLink Management Pte Ltd fails to exercise such due care and skill as is reasonable in the circumstances in its capacity as trustee of NetLink Trust.

IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning.

NETLINK MANAGEMENT PTE. LTD.
(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)

Signed by _____)
(Name of Signatory))

for and on behalf of **NETLINK MANAGEMENT**)
PTE. LTD. (IN ITS CAPACITY AS TRUSTEE OF)
NETLINK TRUST))

in the presence of:)

(signature)
Designation:

(signature of witness)

Name of Witness:
Designation:

Signed by _____)
(Name of Signatory))

for and on behalf of **NETLINK MANAGEMENT**)
PTE. LTD. (IN ITS CAPACITY AS TRUSTEE OF)
NETLINK TRUST))

in the presence of:)

(signature)
Designation:

(signature of witness)

Name of Witness:
Designation:



Signed by _____)
(Name of Signatory))

for and on behalf of _____)
_____)

in the presence of:)

(signature)
Designation:

(signature of witness)

Name of Witness:
Designation:

ANNEX 1

1 PROVISION OF CONNECTIONS

- 1.1 NLT shall provision the following connections during the term of this Agreement:
- 1.1.1 Two (2) Schedule 5 Connections from Ayer Rajah Exchange to Building MDF Rooms located at 20 Science Park Road, Singapore 117674 ; and
 - 1.1.2 Seven (7) Point-to-Point Connections where the A-end of every Point-to-Point Connection is located at either of the Building MDF Rooms referred to in paragraph 1.1.1, and the B-end of each Point-to-Point Connection is located at one of the Designated Buildings.
- 1.2 No charges will be imposed for any of the connections provisioned under this Agreement.
- 1.3 NLT undertakes to use all reasonable endeavours to provision, repair and maintain the Schedule 5 Connection and the Point-to-Point Connections in accordance with the terms of this Agreement. The Parties hereby agree that no service level guarantees shall apply to the Schedule 5 Connections and the Point-to-Point Connections provisioned under this Agreement. For the avoidance of doubt, clauses 2.1 to 2.9 of Schedule 5 of the Approved ICO shall not apply to the Schedule 5 Connections provided under this Agreement.

2 MARKETING RIGHTS

- 2.1 In consideration for the provision of the Schedule 5 Connections and Point-to-Point Connections under this Agreement, the RL shall only on a best effort basis and at no cost to NLT,
- 2.1.1 procure for NLT all necessary rights that would allow NLT and its Related Corporations to publicise its involvement in the 5G Mobility Trial, including but not limited to intellectual property rights, and the right to describe the full extent of NLT's participation in the 5G Mobility Trial in any medium, including but not limited to annual reports, websites, press releases, videos and trade publications; and
 - 2.1.2 procure for the name and/or trade marks of NLT and/or NetLink NBN Trust to be prominently mentioned and/or displayed in all publicity materials issued in relation to the 5G Mobility Trial.

For the avoidance of doubt, nothing in this paragraph grants the RL and/or any other party any intellectual property rights in NLT's names and trade marks, and the RL shall seek the prior written consent of NLT and/or its Related Corporations before using the name and/or trade marks of NLT and/or NetLink NBN Trust in any publicity materials issued in relation to the 5G Mobility Trial.

3 PROCEDURE FOR REQUEST FOR SERVICES

- 3.1 The RL shall submit the request for the Schedule 5 Connection in accordance with the ordering and provisioning procedure set out in Schedule 5 of the Approved ICO.
- 3.2 The RL shall submit the request for the Point-to-Point Connections ("**Request**") via email.
- 3.3 NLT shall conduct a desktop study to evaluate the feasibility of supplying the Point-to-Point Connections, and shall issue a desktop study report on the details of the proposed deployment of the Point-to-Point Connections, which may include (but is not limited to) the following information:
- 3.3.1 Distance of the proposed fibre route; and

3.3.2 The theoretical signal loss applicable for the proposed fibre route.

- 3.4 NLT shall conduct a site survey to assess the cable routing for each Point-to-Point Connection, and shall provide the site survey report to the RL within five (5) business days of the site survey.
- 3.5 The RL shall obtain all necessary approvals, permits and consents (including approvals from the relevant building manager) at its own cost to facilitate NLT's access to all necessary areas within the relevant Designated Building, and all works relating to the Point-to-Point Connection (including but not limited to any subsequent repair, replacement or upgrade to any equipment or facility forming part of the Point-to-Point Connection).

4 FAULT REPORTING

- 4.1 The RL shall report all faults by filling in the form set out in **Annex 3** of this Agreement and emailing the same to NLT's Fault Team at fault@netlinknbn.com. The RL must then follow up with a telephone call to Fault Team at telephone no. [REDACTED].
- 4.2 Upon receipt of a fault report from the RL in accordance with **paragraph 4.1** above, NLT shall investigate the cause of the fault and shall provide periodic updates to RL on the status of the fault rectification.
- 4.3 Subject to paragraph 1.3 of this Annex 1, the fault reporting and clearing procedures set out in Schedule 5 of the Approved ICO shall apply in respect of the Schedule 5 Connections.

5 REPORTS AND RECORD-KEEPING

- 5.1 The RL shall maintain accurate records of all matters relating to the Schedule 5 Connections and Point-to-Point Connections provided under this Agreement, and shall upon request:
- 5.1.1 submit supporting evidence showing that each Schedule 5 Connection and each Point-to-Point Connection are used only for the purpose of supporting the 5G Mobility Trial; and
- 5.1.2 obtain all necessary approvals, permits and consents (including approvals from the relevant building manager) at its own cost to facilitate NLT's access to all necessary areas within the Designated Buildings to verify that the Point-to-Point Connections are used only for the purpose of supporting the 5G Mobility Trial.

6 ADDITIONAL TERMS AND CONDITIONS

- 6.1 The rights and remedies of NLT provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 6.2 Except where the loss or damage arises out of gross negligence, fraud or wilful misconduct on the part of NLT, its servants or agents, the RL shall indemnify, defend and hold harmless NLT from and against any and all direct liabilities, losses, damages, costs and expenses, fines and penalties (including loss of profits, business or anticipated savings, or any other consequential loss), fees on a full indemnity basis and disbursements and costs of investigation, litigation, settlement, judgment and interest, regardless of whether they arise in contract, tort (including negligence) or under any statute or otherwise, that NLT may sustain or incur (including those sustained or incurred as a result of a claim by a third party against NLT) directly relating to, arising out of or resulting from the provisioning of the Schedule 5 Connection and/or Point-to-Point Connections under this Agreement (including those sustained or incurred as a result of a claim by a third party against NLT).

- 6.3 All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. Where necessary, the Parties shall effect the assignment or transfer of the relevant ducts and/or manholes by entering into separate agreements which shall include the following terms:
- 6.3.1 The relevant ducts and/or manholes shall be assigned or transferred, without consideration, to NLT free and clear of any and all encumbrances;
 - 6.3.2 The RL warrants that the relevant ducts and/or manholes are in good working condition, and are free from defect, deformity, damage, breakage and/or blockage;
 - 6.3.3 The RL shall do and cause to do all such acts, deeds and things for the purpose of assigning or transferring the relevant ducts and/or manholes in the name and in favour of NLT; and
 - 6.3.4 The RL shall bear all costs related to the assignment or transfer of the relevant ducts and/or manholes to NLT.
- 6.4 The terms and conditions set out in this Agreement are intended solely for the 5G Mobility Trial, and the Parties agree that NLT shall be entitled to provision Schedule 5 Connections and/or Point-to-Point Connections under different terms and conditions in the event that the 5G Mobility Trial expires or terminates, and the RL subsequently requires Schedule 5 Connections and/or Point-to-Point Connections to support the commercial launch of services involving autonomous vehicles.

ANNEX 2**Designated Buildings for B-end of the Point-to-Point Connections**

1. 20 Harbour Drive Singapore 117612 (PSA Vista)
2. 61 Science Park Rd, Science Park III Singapore 117525 (The Gallen)
3. 20 Science Park Rd Singapore 117674 (Teletech Park)
4. 1 Science Park Road Singapore Science Park 2 S117528 (Capricorn)
5. 79 Science Park Drive Singapore 118264 (CinTech IV)
6. 87 Science Park Drive Singapore 118260 (Oasis)
7. 2 Science Park Drive Singapore 118222 (Ascent)

ANNEX 3

Fault Reporting Form for Point-to-Point Connections

Date of Application (dd/mm/yyyy):	
Section A: Particulars of Licensee	
Licensee Name:	Licensee Designation. :
Licensee Company Name:	
Licensee E-mail Address:	Licensee Contact No: (Mobile) (Office)

Section B: Particulars of Point to Point Connection Request
ORI which Licensee want to file a Trouble Ticket:
Remarks:

Section C: Undertaking			
*I/We accept the NetLink Trust's Terms and Conditions for Point to Point Request, including any amendments NetLink Trust may make from time to time to those terms and conditions. *I/We confirm that all the information herein given is true and correct.			
Signed for on behalf of the applicant by its Authorised Officer:			
<table border="1"> <tr> <td>_____ Signature of Authorised Officer</td> <td>_____ Date (dd/mm/yyyy)</td> <td>_____ *Firm/Company Stamp (if applicable)</td> </tr> </table>	_____ Signature of Authorised Officer	_____ Date (dd/mm/yyyy)	_____ *Firm/Company Stamp (if applicable)
_____ Signature of Authorised Officer	_____ Date (dd/mm/yyyy)	_____ *Firm/Company Stamp (if applicable)	

For Official Use Only

Order taking	
<input type="checkbox"/> Application accepted	Date:
Trouble Ticket Identifier:	
<input type="checkbox"/> Application rejected	Date:
Reason for rejection:	
Documents verified & submitted by:	
_____ NetLink Trust Personnel / Signature	
Trouble Ticket Rectified	
<input type="checkbox"/> Trouble Ticket Rectified	Date of Rectification:

Start Date :

Start Time :

End Date :

End Time :

Remarks:

Verified by:

NetLink Trust Personnel / Signature