

Dated

2020

BETWEEN

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

AND

██████████

CUSTOMISED AGREEMENT

PROVISION OF CO DIVERSITY CONNECTIONS IN SUPPORT OF CONTRACT WITH
THE ██████████ (REFERENCE NO. ██████████)

This CUSTOMISED AGREEMENT is made on **2020** 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] Singapore [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 was awarded Tender no. [REDACTED] by the [REDACTED] for the provision of Wide Area Network (WAN) Connectivity & Internet Services for the [REDACTED] on [REDACTED] 2020.
- 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 the provision of CO Diversity Connections (as defined below) by NLT in support of the RL’s performance of its obligations under the [REDACTED] Contract.

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 2020 issued by the Authority pursuant to section 26(1) of the Act, which came into operation on 22 April 2020, or its successor code of practice,

and as may be amended from time to time;

“CO Diversity Connection” means, in respect of an Existing Connection, the provision of one separate fibre strand that is deployed from a different CO to a separate TP at the same location as that Existing Connection;

“Early Termination Charge” means the charge described in **paragraph 1.9 of Annex 1**;

“Effective Date” means the date on which the Authority approves or is deemed to have approved this Agreement;

“Existing Connection” means a connection which has been provisioned under Schedule 2 of the RL’s ICO Agreement prior to the submission of the RL’s request for a CO Diversity Connection in accordance with the terms and conditions specified herein;

“Indoor TP” means a Termination Point that is located indoors (e.g. within residential or commercial buildings, or multi-storey carparks);

“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;

“Monthly Recurring Charge” or **“MRC”** means the monthly charge indicated in **Annex 2** of this Agreement;

“Request” means a request made by the RL for a CO Diversity Connection in accordance with the terms and conditions of this Agreement;

“Request Window” means the forty-two (42) month period commencing from the Effective Date (inclusive of Effective Date);

“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; and

“Term” means the period defined under **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-and-licensing-listing/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 a CO Diversity Connection, provided always that the CO Diversity Connection will only be used by the RL for the purpose of performing the RL's obligations under the [REDACTED] Contract.
- 2.2 The location of the CO in relation to each CO Diversity Connection to be provided under this Agreement shall be determined by NLT after consultation with the RL. For the avoidance of doubt, NLT shall take into consideration the RL's preferred CO location or the path of the CO Diversity Connection in good faith but shall not be obliged to adopt the RL's recommendations or preferences on the same, unless the RL accepts in writing the distance and any fiber loss associated with the RL's preferred CO location.

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.
- 7.2 This Agreement shall expire at the end of the period of ninety-nine (99) months from the Effective Date (the "**Term**"), subject to **Clause 7.3** below.
- 7.3 The RL may request to extend the Term on such terms as Parties may agree and subject to the Authority's prior approval, on the condition that the RL provides NLT with a written request to extend the Term during the forty-second (42nd) month of the Term.
- 7.4 Unless otherwise specified in the Annexes 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 thirty (30) days' written notice or such shorter notice as may be directed or requested by the Authority.

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 8.4**, 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 Subject to **Clause 8.4**, NLT's aggregate liability to the RL for breach of any of NLT's obligations or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), shall be limited to the aggregate Monthly Recurring Charge (as set out in Annex 2 of this Agreement) paid or payable by the RL during the twelve (12) months prior to the event giving rise to the liability.

8.4 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 2, 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. This Agreement may be executed by way of a certificate-based digital signature and the Parties hereby agree that such digital signature shall be treated as an original signature for all purposes hereof.

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 CO DIVERSITY CONNECTIONS

- 1.1. The RL acknowledges and agrees that the CO Diversity Connections provided under this Agreement shall be used by the RL only for the purpose of performing the RL's obligations under the [REDACTED] Contract.
- 1.2. The RL shall not extend any CO Diversity Connection beyond the sites identified by [REDACTED] under the [REDACTED] Contract. The RL shall not use any CO Diversity Connection for the purpose of reselling or aggregating end-user data traffic.
- 1.3. NLT shall install an Indoor TP in respect of each CO Diversity Connection.
- 1.4. For each Business Day, RL shall submit not more than one (1) Request for the provisioning of CO Diversity Connection. Notwithstanding the foregoing, NLT shall at its sole discretion determine the actual number of Requests of CO Diversity Connections to be processed on each Business Day.
- 1.5. The RL shall not at any time be entitled to change the Existing Connection in respect of which the CO Diversity Connection is originally provisioned. For the avoidance of doubt, each CO Diversity Connection shall only support the Existing Connection identified in the relevant Request submitted under **paragraph** Error! Reference source not found. below, and the RL is not permitted to redeploy the same CO Diversity Connection to support another Existing Connection or any Non-Residential End-User Connection that is provisioned after the submission of the RL's Request for the said CO Diversity Connection.
- 1.6. Further to **paragraph 1.5** above, in the event of the relocation of an Existing Connection, the RL shall terminate the corresponding CO Diversity Connection as soon as reasonably practicable. For the avoidance of doubt, the RL shall submit a new Request for a CO Diversity if the RL requires the relocated Existing Connection to be supported by a CO Diversity Connection, provided that the Request is submitted prior to the expiry of the Request Window. NLT shall have no obligation to accept any Request that is submitted after the expiry of the Request Window.

Minimum Volume Commitment

- 1.7. The RL shall submit Requests for a total of not less than three hundred and sixty (360) CO Diversity Connections during the forty-two (42) month period commencing from the Effective Date ("**Request Window**"). This requirement shall hereafter be referred to as the "**Minimum Volume Commitment**". For the avoidance of doubt, NLT shall have no obligation to accept any Requests submitted after the expiry of the Request Window.
- 1.8. The RL acknowledges that NLT has offered the Monthly Recurring Charge set out in **Annex 2** on the condition that the Minimum Volume Commitment is met by the last day of the Request Window. In the event that the RL fails to fulfil the Minimum Volume Commitment on the last day of the Request Window, the RL hereby agrees to pay an additional payment based on the below formula (the "**Additional Payment**"):

$$A = (360 - B) \times \text{MRC} \times C$$

Where A = Amount of Additional Payment payable by RL

 B = Total number of CO Diversity Connections provisioned during the Term (inclusive of CO Diversity Connections which were prematurely terminated)

C = 48 months

- 1.9. In the event that RL has yet to fulfil the MVC by the thirty-sixth (36th) month of the Term, NLT shall issue the RL with a reminder to fulfil the MVC by the Request Window. Notwithstanding the foregoing, the RL shall be solely responsible for meeting the MVC and NLT shall not bear any liability for the RL's failure to comply with **paragraph 1.7** above.

Minimum Connection Term

- 1.10. Each CO Diversity Connection activated by the RL shall remain active or in service for forty-eight (48) months commencing from the Ready For Service ("**RFS**") date (the "**Minimum Connection Term**").
- 1.11. In the event that the Existing Connection in respect of which a CO Diversity Connection was provisioned under this Agreement is terminated pursuant to the terms of the RL's ICO Agreement, RL shall endeavour to submit an application for the termination of the said CO Diversity Connection by completing and emailing a completed form set out in **Annex 3** along with the table set out in **Annex 4**, which may be amended by NLT from time to time.
- 1.12. The termination of any active CO Diversity Connection before the expiry of the Minimum Connection Term shall be subject to an Early Termination Charge that is equivalent to the total aggregate Monthly Recurring Charge which would have been payable during the remainder of the Minimum Connection Term for the terminated CO Diversity Connection.
- 1.13. The Early Termination Charges and Additional Payment (if any) shall be made in full to NLT no later than thirty (30) days from the date of the relevant invoice issued by NLT. For the avoidance of doubt, interest payable on overdue amounts provided for in the relevant Schedules of the Approved ICO (including but not limited to Schedule 16) shall apply to any part of the Early Termination Charge or Additional Payment which is overdue.

2. PROCEDURE FOR REQUEST FOR SERVICES

- 2.1. The RL shall submit a written Request for a CO Diversity Connection by completing and emailing a completed form in the format set out in **Annex 3** along with the table set out in **Annex 4**, which may be amended by NLT from time to time. The RL shall indicate the Application Reference using prefix "<[REDACTED]CODXXX>" ("**CA ARI**") in **Annex 4**. The RL acknowledges and accepts that the accuracy of NLT's calculations and determinations on whether the RL has fulfilled the Minimum Volume Commitment and the Minimum Connection Term depends on whether the CA ARI has been stated on the Request for the CO Diversity Connection. NLT shall have no obligation to take into account any CO Diversity Connection(s) for which the CA ARI is omitted or is not indicated correctly and accurately on the relevant Request(s), and NLT shall not be liable for breach of the Agreement or for any losses incurred by the RL in the event that any error or miscalculation is made due to the RL's omission or failure to accurately or correctly indicate the CA ARI.
- 2.2. The RL shall submit not more than one (1) Request for the provisioning of CO Diversity Connection on each Business Day. Notwithstanding the foregoing, NLT shall at its sole discretion determine the actual number of Requests for CO Diversity Connections to be processed on each Business Day.
- 2.3. Subject to the charges set out in Annex 2 and herein, NLT shall conduct a site survey to assess the cable routing and other works required for the order related to each CO Diversity Connection. NLT

shall provide the RL with a quotation of the total applicable one-time Installation Charge (“**OTC**”) prior to fulfilling the said order (the “**Quotation**”), as well as the estimated service activation period for each CO Diversity Connection.

2.4. NLT shall commence the fibre deployment from the Central Office designated by NLT to the TP location specified by the RL subject to the following conditions:

2.4.1. The RL agrees to the applicable OTC indicated by NLT in the Quotation.

2.4.2. The RL must provide its acceptance of the service activation period indicated by NLT and the Quotation to NLT within twenty (20) Business Days of receiving the Quotation (“**Acceptance Period**”), save that NLT shall grant an additional ten (10) Business Days to accept the service activation period upon receipt of the RL’s written request for the same no later than five (5) Business Days before the expiry of the Acceptance Period. In the event that the RL fails to formally accept the service activation period within the aforementioned periods, the Request shall be deemed cancelled and the RL shall be liable for Cancellation Charges stipulated in Annex 2 of the Agreement.

2.4.3. The RL shall assist NLT by providing access to the necessary existing facilities within the relevant Building or NBAP for the deployment of the CO Diversity Connection which may include (but are not limited to) the cable trunking leading to the Indoor TP location. For the avoidance of doubt, all other costs arising from the CO Diversity Connection as incurred by NLT (including but not limited to creation of access panel opening or panel, installation of cable tray, other relevant work and security escort services) shall be separately chargeable by NLT and paid for by the RL.

2.4.4. In the event that NLT is unable to deploy the CO Diversity Connection using existing facilities, NLT shall revise the Quotation to include NLT’s charges for building new facilities, which shall be calculated on a Cost-Oriented Basis, and the revised Quotation shall be submitted for the RL’s approval. The RL must provide its acceptance of the revised Quotation within twenty (20) Business Days of receiving the revised Quotation, save that NLT shall grant an additional ten (10) Business Days to accept the revised Quotation upon receipt of the RL’s written request for the same no later than five (5) Business Days before the expiry of the Acceptance Period. In the event that the RL fails to formally accept the revised Quotation within the aforementioned periods, the Request shall be deemed cancelled and the RL shall be liable to pay the Cancellation Charges stipulated in Annex 2, and all costs that NLT has already incurred under the original Quotation accepted by the RL under **paragraph 2.4.1** above.

2.4.5. The RL shall take all steps that may be necessary (including but not limited to the execution of deeds of transfer) to ensure that ownership of the ducts and manholes through which NLT’s fibre cables are laid for the purposes of providing the CO Diversity Connections vests in NLT at no additional cost to NLT.

2.5. The RL shall not be permitted to submit any self-provide order under this Agreement.

No Service Level Guarantees

2.6. NLT shall not offer any Service Level Guarantee in relation to the provision and maintenance of CO Diversity Connections under this Agreement. For the avoidance of doubt, NLT shall not be obliged to give priority to the restoration of either the CO Diversity Connection or the Existing Connection during the restoration of any network outage.

2.7. In the event that the RL cancels the Request for a CO Diversity Connection after the commencement of the site survey referred to in **paragraph 2.3 of this Annex 1** and before agreeing to the Quotation (or revised Quotation), the aforementioned Request will be deemed to have been cancelled and the

RL shall be liable for the Cancellation Charge stipulated in Annex 2 of the Agreement.

- 2.8. The estimated period required by NLT to provision a CO Diversity Connection using the existing NLT infrastructure is 1 calendar month, and approximately 3 calendar months are required to provision a CO Diversity Connection where there is no existing NLT infrastructure. The RL acknowledges and accepts that the aforementioned timelines are purely indicative, and that the actual time required to provision each CO Diversity Connection shall depend on the time taken for RL to accept the Quotation, the availability of access to the TP location, actual site conditions, the grant of the necessary licences, permits, consents, waivers and authorization by the relevant building management or any other party, and any unforeseen circumstances beyond the control of NLT.

Termination of CO Diversity Connections upon Expiry of the Term

- 2.9. All CO Diversity Connections which are active or in-service on the last day of the Term shall be terminated upon the expiry of the Term, following which **paragraph** Error! Reference source not found. below shall apply.

3. FEES & CHARGES

- 3.1. The fees set out herein and in **Annex 2** shall apply for all CO Diversity Connections provided by NLT pursuant to this Agreement. In the event that any charges for Services related to the provision of CO Diversity Connections are not stipulated herein or in Annex 2, the charges for such Services in relation to the Existing Connections, as set out in Schedule 15 of the Approved ICO, shall apply.
- 3.2. The fees set out herein and in **Annex 2** shall be valid until the occurrence of the earlier of the following events:
- (a) the expiration of the Term; and
 - (b) until such time the Authority reviews the prices of the Mandated Services offered by NLT pursuant to the terms of the Approved ICO. In the event there is any change to such prices that affects the fees set out herein and in Annex 2, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further CO Diversity Connections at the fees set out in Annex 2. The RL acknowledges that there may be a need to enter into a new agreement on revised tariffs and terms and conditions approved by the Authority at the relevant time, in which case this Agreement shall be terminated by mutual agreement without liability on the part of either Party, save for any payments which have accrued at the time of termination.

4. REPORTS AND RECORD-KEEPING

- 4.1. The RL shall maintain accurate records of all matters relating to the CO Diversity Connections provided under this Agreement, and shall:
- 4.1.1. Upon request by NLT, submit supporting evidence showing that the CO Diversity Connections are used only for the purpose of performing the RL's obligations under the ████ Contract.

5. ADDITIONAL TERMS AND CONDITIONS

- 5.1. The fault reporting and clearing procedures as set out in Schedule 2 of the Approved ICO shall apply for the CO Diversity Connections, subject to the procedures set out in this paragraph and **paragraph 5.2** below. The RL shall email NLT NOC to report the fault relating to the relevant CO Diversity

Connection provisioned under this Agreement, and RL shall also indicate the Order Request Identifier issued to the CO Diversity Connection, in the email.

- 5.2. For the avoidance of doubt, it is the RL's responsibility to maintain its own backup equipment and network link between the CO Diversity Connection and the Existing Connection. The Parties hereby agree that, in the event of an outage, NLT shall not have any obligation to give priority to the restoration of either the affected CO Diversity Connection or the corresponding Existing Connection when rectifying the outage. In addition, NLT shall not have any obligation to provide priority recover to the CO Diversity Connection and the Existing Connection that are affected by an outage.
- 5.3. Upon expiry or termination of this Agreement, all CO Diversity Connections shall be terminated with immediate effect and the RL shall thereafter arrange for the Removal of the TP or any part of the Network as currently installed, and shall bear the charges relating to any reinstatement work to be performed by NLT in relation to the Removal at the RL's request. Such reinstatement charges will be recovered by NLT from the RL on a Cost-Oriented Basis. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of this Agreement.
- 5.4. All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the Request shall belong to NLT. 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:
 - (a) The relevant ducts and/or manholes shall be assigned or transferred, without consideration, to NLT free and clear of any and all encumbrances;
 - (b) 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;
 - (c) 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
 - (d) The RL shall bear all costs related to the assignment or transfer of the relevant ducts and/or manholes to NLT.
- 5.5. The Parties hereby acknowledge and agree that the CO Diversity Connections provisioned under this Agreement shall be included as a "Qualifying Connection" under the Customised Agreement – Non-Residential End-User Connection Rebate Programme that was entered into by the Parties on 16 May 2019 (the "**Rebate CA**"). The Parties shall execute an addendum to the Rebate CA to put the foregoing into effect within 1 month of the Effective Date.
- 5.6. 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).
- 5.7. Regardless of termination or expiration of the Agreement the rights and obligations of the Parties under the provisions of the Agreement which by their context, intent and meaning would reasonably be expected to survive the termination or expiration of the Agreement or any part thereof, will so survive including but not limited to Clauses 4 (Confidentiality), Clause 8 (Limitation of Liability), 9.2 (Release, Waiver or Compromise), 9.5 (Invalidity and Unenforceability), 9.7 (Governing Law and Submission to Jurisdiction) and 9.8 (Liability of the Trustee) of the Agreement, and **paragraphs 1.5, 1.6, 1.10, 1.13, 4.1, 5.3 and 5.6** of this **Annex 1**.

ANNEX 2**CHARGES**

The charges payable by the RL for the 1 CO Diversity Connections provided under this Agreement are set out below, subject to **paragraph 3.1 of Annex 1**.

S/N	Description of Charges	Amount				
1	Monthly Recurring Charge ("MRC")	\$300 per CO Diversity Connection.				
2	Standard Installation Charge	\$2,000 per CO Diversity Connection for the supply and installation of an Indoor TP supporting the CO Diversity Connection				
3	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for each CO Diversity Connection.				
4	Cancellation Charges after commencement of site survey and before acceptance of Quotation (or revised Quotation, if applicable)	\$76 per site survey				
5	Cancellation Charges Due to Failure to provide acceptance of service activation period and the Quotation (or revised Quotation, if applicable) within ten (10) Business Days of Receipt of the said Quotation (or revised Quotation)	\$76 per site survey				
6	Cancellation Charges before RFS but after acceptance of Quotation (or revised Quotation, if applicable)	\$76 per site survey + any other incidental cost on a Cost-Oriented Basis				
7	<p>Fault Identification Charge</p> <p>There will be a minimum charge per visit up to the first two hours as listed below.</p> <table border="1" data-bbox="488 1626 1481 1756"> <thead> <tr> <th>DESCRIPTION</th> <th>CHARGES (S\$)</th> </tr> </thead> <tbody> <tr> <td>Minimum Charge (per visit up to first two hours)</td> <td>\$64</td> </tr> </tbody> </table> <p>Subsequent hourly blocks will be charged according to the rates listed below.</p>	DESCRIPTION	CHARGES (S\$)	Minimum Charge (per visit up to first two hours)	\$64	
DESCRIPTION	CHARGES (S\$)					
Minimum Charge (per visit up to first two hours)	\$64					

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00 am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

For avoidance of doubt, the maximum quantum for the Fault Identification Charge will be based on the first four (4) hours of fault investigation.

ANNEX 3 - REQUEST FORM FOR CO DIVERSITY CONNECTION

Requesting Licensee	Date of Application (DD/MM/YYYY):	
	Application Reference Identifier:	
	Installation Address: <i>Note: For NBAP address, please fill in GPS Co-ordinates and height. Kindly attach a map for our reference.</i>	
	Main Circuit Order Reference Identifier:	
	CO Diversity Order Reference Identifier: <i>Note: For request of CO Diversity, NetLink Trust will provide the CO Diversity ORI once the application is accepted.</i>	
	Type of Application	<input type="checkbox"/> Request of CO Diversity <input type="checkbox"/> Termination of CO Diversity

Requesting Licensee	Digging & Trenching Charges may be applicable for installation address under NBAP. Quotation(s) will be followed up for your approval upon NetLink Trust's assessment.	
	We accept NetLink Trust's Terms and Conditions for CO Diversity Connection, including any amendments NetLink Trust may make from time to time to those terms and conditions.	
	We confirm that all the information herein given is true and correct.	
	Company Name:	
	Name:	
	Designation:	
	Contact Details: <i>Note: Please indicate your contact name and email address.</i>	
Sign:		
Company Stamp:		

NetLink Trust	<input type="checkbox"/> Application accepted	Date (DD/MM/YYYY): Digging & Trenching Charges (If Any): Quotation Number (If Any): <i>Note: Digging & Trenching Charges may be applicable for installation address under NBAP. Quotation(s) to be attached for Requesting Licensee's Approval.</i>
	<input type="checkbox"/> Application rejected	Date: Reason for Rejection:
	Verified by:	Staff Name: Department:

Requesting Licensee	We *agree / disagree with the digging and trenching work charges as per attached quotation(s).	
	Company Name:	
	Name:	
	Designation:	
	Contact Details: <i>Note: Please indicate your contact name and email address.</i>	
	Signature:	
Company Stamp:		

NetLink Trust	Order Completion Details:	Date of Completion (DD/MM/YYYY): Remarks (If any):
	Billing Details:	One Time Charge: S\$ Month Recurring Charge: S\$ Bill Start Date (DD/MM/YYYY):
	Verified by:	Staff Name: Department:

ANNEX 4

No	RL Acct	Main Circuit ORI	CO Diversity Connection ARI (Application Ref ID) “< [REDACTED] CODXXX>”	A end Address	Remarks	NLT CO Diversity Connection ORI
1						
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