

Dated

BETWEEN

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

AND

[REDACTED]

CUSTOMISED AGREEMENT
PROVISIONING OF TRIAL NON-RESIDENTIAL AND CO DIVERSITY CONNECTIONS

This CUSTOMISED AGREEMENT is made on

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 ESR BizPark @ Chai Chee, 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 1999 ("**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. Parties wish to enter into a 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 a Non-Residential and Central Office Diversity ("**COD**") Connections in support of the RL's trial deployment of a proof of concept for Singapore Sports Hub WLAN project at 1 Stadium Drive Singapore 397629, 15 Stadium Walk Singapore 397694 and 31 Stadium Crescent Singapore 397639 ("**Sports Hub WLAN Project**").

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:-

"**2024 Rebate Customised Agreement**" means the Customised Agreement for Non-Residential End-User Connection Rebate Programme entered into by NLT and the RL dated 12 January 2024;

"**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;

“COD Connection” means, in respect of a Primary Connection, the provision of one (1) separate fibre strand that is deployed from a different Central Office to a separate termination point at the same location where the Primary Connection terminates;

“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;

“Designated Building” means the building 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;

“Non-Residential Connection” means a Non-Residential GPON Connection with 1:1 split ratio;

“Primary Connection” means a Non-Residential Connection which has been requested prior to or contemporaneously with the submission of the RL’s request for a COD Connection in accordance with the terms and conditions specified herein;

“Ready For Service” or **“RFS”** means the date that NLT completes the installation of the Non-Residential Connection or COD Connection as notified to the RL;

“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 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-and-licensing-listing/nationwide-broadband-network/netlink-trusts-interconnection-offer-2023> 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 the Non-Residential and COD Connections to support the proof of concept for the Sports Hub WLAN Project.

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 eighteen (18) calendar months after the Effective Date of this Agreement ("**Initial Term**") of the Singapore Sports Hub WLAN Project.
- 7.3 The Parties may in good faith endeavour to enter into a separate agreement on different terms and conditions for NLT's provision of Non-Residential and COD Connections, prior to the date of expiry of this Agreement 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 a Party to the other Party 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, neither party shall be liable to the other Party, 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 and arising from or in connection with this Agreement.
- 8.3 Subject to Clause 8.4, each Party's aggregate liability in any given year (commencing on the Effective Date of this Agreement and each anniversary thereof) to the other Party for breach of any of their obligations or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), shall be limited to the sum of \$18,000.
- 8.4 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury. Nothing in this Clause 8 excludes or restricts:
- a. either Party's liability for fraud, wilful default and/or gross negligence;
 - b. the RL's liability for not using the Non-Residential and COD Connections strictly in accordance with paragraph 1.4 of Annex 1; and
 - c. the RL's liability to make payment to NLT under this Agreement.

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.

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.

Designation:

ANNEX 1

1 PROVISION OF NON-RESIDENTIAL AND COD CONNECTIONS

- 1.1 During the term of this Agreement, NLT shall provision a total of four (4) Non-Residential Connections and six (6) COD Connections at the Designated Building set out in **Annex 2**.
- 1.2 No charges will be imposed on the RL for the provisioning of the Non-Residential and COD Connections for twelve (12) months from the respective RFS dates under this Agreement .
- 1.3 NLT undertakes to employ reasonable efforts to provision, repair and maintain the Non-Residential and COD Connections in accordance with the terms of this Agreement. The Parties hereby agree that no service level guarantees shall apply to the Non-Residential and COD Connections provisioned under this Agreement.
- 1.4 The RL shall use the Non-Residential and COD Connections at the Designated Building for the purpose of deployment of proof of concept for Sports Hub WLAN Project at the Designated Building.
- 1.5 The RL hereby agrees that all new Non-Residential End-User Connections submitted by the RL in accordance with Schedule 2 of the Approved ICO for SportsHub WLAN Project shall not be entitled to any rebates offered under the 2024 Rebate Customised Agreement.
- 1.6 The RL shall not at any time be entitled to change the Primary Connection in respect of which the COD Connection was originally provisioned. For the avoidance of doubt, each COD Connection shall only support the Primary Connection identified in the relevant Request submitted under **paragraph 3.1** below, and the RL is not permitted to redeploy the same COD Connection to support another Primary Connection.
- 1.7 Further to **paragraph 1.6** in the event of the relocation of a Primary Connection, the RL shall terminate the corresponding COD Connection as soon as reasonably practicable by submitting an application for the termination of the said COD Connection by completing and emailing a completed form set out in **Annex 3**, which may be amended by NLT from time to time. For the avoidance of doubt, the RL shall submit a new Request for a COD Connection if the RL requires the relocated Primary Connection to be supported by a COD Connection.

2 MARKETING RIGHTS

- 2.1 In consideration for the provisioning of the Non-Residential and COD 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 Sports Hub WLAN Project , including but not limited to intellectual property rights, and the right to describe the full extent of NLT's participation in the Sports Hub WLAN Project 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 Sports Hub WLAN Project.

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 Sports Hub WLAN Project .

3 PROCEDURE FOR REQUEST FOR SERVICES

- 3.1 The RL shall submit the request for the Non-Residential Connections ("**Request**") via NLT's Service Web Portal with the Application Reference ID "**SSH**". NLT shall not be obliged to provision the Non-Residential Connection under this Agreement in the event that an incorrect Application Reference Identifier is stated in the Request.
- 3.2 The RL shall submit a written request for a COD Connection with respect to a Primary Connection by completing and emailing a completed form in the format set out in **Annex 3** with the Application Reference ID "**SSH**". NLT shall not be obliged to provision the COD Connection under this Agreement in the event that an incorrect Application Reference Identifier is stated in the Request.
- 3.3 NLT shall conduct a site survey to assess the cable routing for the Non-Residential and COD Connections, and shall provide the site survey report to the RL within ten (10) business days of the site survey.
- 3.4 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 Non-Residential and COD Connections (including but not limited to any subsequent repair, replacement or upgrade to any equipment or facility forming part of the Non-Residential and COD Connections).

4 REPORTS AND RECORD-KEEPING

- 4.1 The RL shall maintain accurate records of all matters relating to the Non-Residential and COD Connections under this Agreement, and shall upon request:
 - 4.1.1 submit supporting evidence showing that the Non-Residential and COD Connections are used only for the purpose of supporting the Sports Hub WLAN Project ; and

- 4.1.2 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 Building to verify that the Non-Residential and COD Connections are used only for the purpose of supporting the Sports Hub WLAN Project

5 ADDITIONAL TERMS AND CONDITIONS

- 5.1 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).
- 5.2 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 Non-Residential and COD Connections under this Agreement (including those sustained or incurred as a result of a claim by a third party against NLT).
- 5.3 All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. Wherever possible, NLT shall use its existing ducts and manholes to fulfil a Request. Where, in NLT's sole opinion, NLT's existing ducts and/or manholes are unable to fulfil a Request, NLT shall in its sole discretion determine whether the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes.
- (a) In the event that NLT in its sole discretion determines that the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes, NLT shall notify the RL of the same. Upon the RL's confirmation that NLT should nonetheless fulfil the Request, NLT shall dig, trench, construct and install such new ducts and/or manholes as NLT in its sole discretion deems necessary to fulfil the Request, and shall further be entitled to charge the RL for all works undertaken and all costs and expenses incurred in this relation to such new ducts and/or manholes. For the avoidance of doubt, such new ducts and/or manholes shall belong to NLT.
- (b) In the event that NLT in its sole discretion determines that new ducts and/or manholes cannot be dug, trenched, constructed and/or installed to fulfil the Request, NLT shall notify the RL that NLT will require the assignment and/or transfer of the RL's existing ducts and/or manholes to fulfil the Request. Upon the RL's confirmation that NLT should nonetheless fulfil the Request, Parties shall negotiate in good faith for the said assignment and/or transfer of the RL's existing ducts and/or manholes and effect the same by entering into an agreement which shall include the following terms:
- (i) The ducts and/or manholes to be assigned and/or transferred to NLT free and clear of any and all encumbrances;
- (ii) The price payable by NLT to the RL for the said ducts and/or manholes;
- (iii) That 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; and

- (iv) That 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.

For the avoidance of doubt, there shall be separate agreements for each Request that needs to be fulfilled by the assignment and/or transfer of the RL's existing ducts and manholes.

- 5.4 The terms and conditions set out in this Agreement are intended solely for the Sports Hub WLAN Project , and the Parties agree that NLT shall be entitled to provision Non-Residential and COD Connections under different terms and conditions in the event that the Sports Hub WALN Project expires or terminates, and the RL subsequently requires Non-Residential and COD Connections to support the commercial launch of services which are similar and/or identical to the Sports Hub WLAN Project .

ANNEX 2

DESIGNATED BUILDINGS FOR THE SPORTS HUB WLAN PROJECT

Address	Type of Connection	Number of Connections
1 Stadium Drive Singapore 397629 (National Stadium)	Non-Residential	2
	COD	4
15 Stadium Walk Singapore 397694 (Kallang Tennis Hub)	Non Residential	1
	COD	1
31 Stadium Crescent Singapore 397639 (Kallang Football Hub)	Non Residential	1
	COD	1

ANNEX 3
REQUEST FORM FOR COD CONNECTIONS

Requesting Licensee	Date of Application (DD/MM/YYYY):	
	Application Reference Identifier:	
	Installation Address:	
	Main Circuit Order Reference Identifier ("ORI"):	
	COD Connectiony ORI: <i>Note:</i> <i>For request for COD Connection, NetLink Trust will provide the COD Connection ORI once the application is accepted.</i>	
	Type of Application	<input type="checkbox"/> Request for COD Connection <input type="checkbox"/> Termination of COD Connection

Requesting Licensee	We accept NetLink Trust's terms and conditions for COD 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:</i> <i>Please indicate your contact name and email address.</i>	
	Sign:	
	Company Stamp:	

NetLink	<input type="checkbox"/> Application accepted	Date (DD/MM/YYYY): Digging & Trenching Charges (If Any): Quotation Number (If Any):
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	<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: