

Dated

BETWEEN

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

AND

**[REDACTED]**

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**CUSTOMISED AGREEMENT**

**REBATE PROGRAMME FOR NON-RESIDENTIAL END-USER CONNECTIONS AND CO DIVERSITY  
CONNECTIONS IN RELATION TO CONTRACT AWARDED BY MINISTRY OF EDUCATION**

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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 8 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 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 Non-Residential End-User Connections ("**NRES Connections**") and CO Diversity Connections (as defined below) by NLT in support of the RL's performance of its obligations under the contract awarded by the Ministry of Education (MOE Tender no. MOE/19/ITB/02-002) (the "**Contract**") to the RL, and the application of a Bid Rebate (as defined below) in respect of the NRES Connections and a Reduced MRC (as defined below) in respect of the CO Diversity Connections that are provisioned to the RL.

**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;

"**Bid Rebate**" means the rebate specified in Annex 2 to this Agreement which applies to NRES Connections;

"**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 30(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 the CO Diversity Connection provisioned by NLT pursuant to the MOE Tender CA and that has been identified by the RL pursuant to paragraph 1.2 of Annex 1 to this Agreement as a connection to which the Reduced MRC will apply;

“**Effective Date**” means 1 April 2026 or the date on which the Authority approves or is deemed to have approved this Agreement, whichever is later;

“**End-User**” means Ministry of Education;

“**Existing Connection**” means a NRES Connection that has been identified by the RL pursuant to paragraph 1.2 of Annex 1 to this Agreement as a Connection to which the Bid Rebate will apply;

“**ETC**” means the early termination charges described under **paragraphs 1.4 and 3.2 of Annex 1** to this Agreement;

“**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;

“**MOE Tender CA**” means the Customised Agreement for the Provision of CO Diversity Connections in support of Contract with the Ministry of Education (Reference No. MOE/19/ITB/02-002) between the RL and NLT dated 18 July 2020;

“**NRES Connection**” means a Non-Residential End-User Connection with 1:16 split ratio that is provisioned under Schedule 2 of the RL’s ICO Agreement;

“**OTC**” means One-Time Installation Charge that the RL shall pay for each NRES Connection as stipulated in **Annex 2** to this Agreement;

“**Reduced MRC**” means the monthly recurring charge that the Requesting Licensee shall pay for each NRES Connection (after the Bid Rebate) and each CO Diversity Connection as stipulated in **Annex 2** to this Agreement;

“**Relocation Connection**” means a NRES Connection provisioned under this Agreement for the End-User that is to be relocated to the End-User’s new non-residential address as a replacement for the Existing Connection;

“**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 stated under **Clause 7** 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 annexes are references to the clauses, schedules, recitals and annexes 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 annexes 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:

2.1.1 provision NRES Connections and CO Diversity Connections in support of the RL's performance of its obligations under the Contract;

2.1.2 impose the relevant Reduced MRC or OTC as stipulated in **Annex 2** to this Agreement in respect of each of the NRES Connections (that are Existing Connections) and CO Diversity Connections; and

2.1.3 apply the Bid Rebate to a minimum of three hundred and twenty (320) NRES Connections (that are Existing Connections).

provided that the RL shall procure for the End-User to whom the RL provides services using the NRES Connections and CO Diversity Connections to utilize such services solely in such manner and for the benefit of such parties as specified in the relevant Contract.

## **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 thirty-five (35) months after the Effective Date or by 28 February 2029, whichever is earlier (“**Term**”).
- 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. Upon request for renewal by the RL, which should be made at least three (3) months prior to 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.
- 7.4 Unless otherwise specified in the Annex 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 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 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 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. 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 NRES Connections or CO Diversity Connections strictly in accordance with **paragraph 1 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, 17 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 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. GRANT OF BID REBATES AND APPLICATION OF REDUCED MRC

- 1.1. NLT undertakes to apply a Bid Rebate in respect of each NRES Connection and apply a Reduced MRC in respect of each CO Diversity Connection provided that the following conditions are satisfied:
- 1.1.1. The relevant NRES Connection (that is an Existing Connection) has a minimum contract term that is from the Effective Date to 28 February 2029;
- 1.1.2. The relevant CO Diversity Connection has a minimum contract term that is from the Effective Date to 28 February 2029;
- 1.1.3. The ORI of the relevant NRES Connection or CO Diversity Connection must be listed in the list submitted by the RL pursuant to paragraph 1.2 below;
- 1.1.4. The code "MOE" is used and/or selected where required or applicable; and
- 1.1.5. A minimum of three hundred and twenty (320) NRES Connections (that are Existing Connections) and three hundred and twenty (320) CO Diversity Connections are maintained during the Term of this Agreement.
- 1.2. The RL shall confirm the exhaustive list of the Existing Connections and CO Diversity Connections (including the ORI) no later than one (1) calendar month after the Effective Date. For the avoidance of doubt, the RL shall not be entitled to seek the application of the Bid Rebate on the Existing Connections or of the Reduced MRC on the Existing Connections or CO Diversity Connections after the aforementioned deadline.

#### Minimum Contract Term

- 1.3. Each NRES Connection and CO Diversity Connection shall be subject to a minimum contract term commencing from the Effective Date to 28 February 2029 ("**Minimum Contract Term**").
- 1.4. The termination of a NRES Connection or a CO Diversity Connection prior to the expiry of the Minimum Contract Term shall be subject to an early termination charge ("**ETC**") that is equivalent to:

ETC = Reduced MRC for NRES Connection x number of months in Minimum Contract Term minus total Reduced MRC billed in respect of terminated NRES Connection

ETC = Reduced MRC for CO Diversity Connection x number of months in Minimum Contract Term minus total Reduced MRC billed in respect of terminated CO Diversity Connection

An example of how the ETC should be calculated, assuming that the Effective Date is 1 April 2026 is as follows:

ETC = Reduced MRC for NRES Connection x 35 months - total Reduced MRC billed in respect of the terminated NRES Connection

ETC = Reduced MRC for CO Diversity Connection x 35 months - total Reduced MRC billed in respect of the terminated CO Diversity Connection

### Service Level Guarantee

- 1.5. For the avoidance of doubt, the Service Level Guarantees prescribed in Clause 2 of Schedule 2 of the Approved ICO will apply to the provision of all NRES Connections.

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.

### Relocation

- 1.6. In the event that a NRES Connection is relocated to a different Non-Residential Premise after provisioning, the Bid Rebate shall continue to be applied to the relocated NRES Connection (which would be allocated a new ORI) until the end of the period that would have been the remainder of the Minimum Contract Term of that NRES Connection.

In the event of the relocation of an Existing Connection, the RL shall terminate the corresponding CO Diversity Connection as soon as reasonably practicable by submitting an application for the termination of the said CO Diversity 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 CO Diversity Connection if the RL requires the relocated Existing Connection to be supported by a CO Diversity Connection.

## **2. CALCULATION OF REBATE AND REDUCED MRC**

- 2.1. The value of the Bid Rebate that shall be applied to each NRES Connection is specified under **Annex 2**. For the avoidance of doubt, the Bid Rebate shall be applied to Existing Connections as submitted by the RL pursuant to **paragraph 1.2** above only from the Effective Date. NLT shall have no obligation to apply the Bid Rebate in the event that the NRES Connection remains active for any period that exceeds the Minimum Contract Term. The Bid Rebate shall also apply to Relocation Connections.
- 2.2. The Reduced MRC that shall be applied to each CO Diversity Connection is also specified under Annex 2. For the avoidance of doubt, the Reduced MRC shall be applied to CO Diversity Connections as submitted by the RL pursuant to **paragraph 1.2** above only from the Effective Date. NLT shall have no obligation to apply the Reduced MRC in the event that the CO Diversity Connection remains active for any period that exceeds the Minimum Contract Term.
- 2.3. The full amount of the total rebates payable by NLT for each billing cycle shall be credited to the RL's account and shall be reflected in the next invoice issued by NLT.

## **3. MINIMUM REVENUE COMMITMENT**

- 3.1. The RL shall fulfil the minimum revenue to be generated in terms of cumulative MRC billed in respect of NRES Connections and CO Diversity Connections ("**Minimum Revenue Commitment**", or "**MRVC**") that is indicated in the below table ( assuming that the Effective Date is 1 April 2026 ):

No. of Connections during the Term	Minimum Revenue Commitment
320 NRES Connections	\$ 392,000
320 CO Diversity Connections	\$ 2,800,000

For the avoidance of doubt, the cumulative MRC billed in respect of an Existing Connection and the corresponding Relocation Connection during the Term shall be regarded as the cumulative MRC billed in respect of one (1) NRES Connection under the above table.

- 3.2. The RL shall fulfil the MRVC for the NRES Connections and CO Diversity Connections specified above by the last day of the Term. The RL acknowledges that NLT has offered the Bid Rebate and Reduced MRC set out in **Annex 2** on the condition that the MRVC is met, and the RL hereby agrees to pay an additional payment in the event that the RL fails to meet the MRVC at the end of the Term (or such earlier date of cessation of the Agreement pursuant to termination by the RL) (the “**Additional Payment**”). The Additional Payment shall be calculated according to the below formula:

$$A = (\text{MRVC} - X)$$

Where A = Amount of Additional Payment payable for failure to meet the MRVC within the Term  
X = Cumulative MRC billed during the Term, including any ETC payable by RL that falls during the Term

- 3.3. The Additional Payment shall be made in full to NLT no later than ten (10) Business Days from the last day of the Term, or such earlier date of cessation of the Agreement pursuant to termination by the RL (as the case may be). 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 Additional Payment which is overdue.

#### 4. EXPIRY OR TERMINATION OF AGREEMENT

- 4.1. The prevailing MRC for Non-Residential End-User Connections as stipulated in Schedule 15 of the Approved ICO shall immediately apply to all remaining active NRES Connections upon the expiry or termination of the Agreement.

#### 5. FEES & CHARGES

- 5.1. The fees set out in **Annex 2** herein shall apply for all NRES Connections and CO Diversity Connections provided by NLT pursuant to this Agreement, unless expressly stated otherwise. In the event that any charges for Services related to the provision of NRES Connections or CO Diversity Connections are not stipulated in **Annex 2**, the charges for such Services in relation to the NRES Connections (under Schedule 2 of the Approved ICO), as set out in Schedule 15 of the Approved ICO and in relation to the CO Diversity Connections (under the MOE Tender CA)), shall apply.

- 5.2. The fees set out in Annex 2 and herein shall be valid until the occurrence of the earlier of the following events:

5.2.1. the expiration of the Term of the Agreement, with the option for the parties to extend the Agreement for such further duration and on such terms and conditions as may be mutually agreed between the Parties; or

5.2.2. until such time the Authority reviews the scope and prices of the Services offered by NLT

pursuant to the terms of the Approved ICO. In the event there is any change to such scope and prices that affects the fees set out in **Annex 2** and herein, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further NRES Connections or 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.

## 6. REPORTS AND RECORD-KEEPING

- 6.1. The RL shall maintain accurate records of all matters relating to the NRES Connections provided under this Agreement, and shall upon request by NLT, submit supporting evidence showing that:
- 6.1.1. the NRES Connections and the CO Diversity Connections are used only for purposes directly related to the Contract awarded by the Ministry of Education; and
- 6.1.2. all End-Users to whom services using the NRES Connections or CO Diversity Connections are provided have utilised such services in such manner and for the benefit of such parties as specified in the Contract.

## 7. ADDITIONAL TERMS AND CONDITIONS

- 7.1. 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 Building or NBAP, and all works relating to the Connections (including but not limited to any subsequent repair, replacement or upgrade to any equipment or facility forming part of the NRES Connections).
- 7.2. Upon termination of an active NRES or CO Diversity Connection at any time, the RL shall 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 as specified in **Annex 2** of this Agreement, **or in the event the charges are not stipulated in Annex 2, the charges in relation to the NRES connections (under Schedule 2 of the Approved ICO), as set out in Schedule 15 of the Approved ICO shall apply.**
- 7.3. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of this Agreement.
- 7.4. All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling a request from the RL (for the purposes of this sub-paragraph, a "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.

- 7.4 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).
- 7.5 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), **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 4.1 6.1, 7.1 and 7.2 of this Annex 1**.

## ANNEX 2

The charges payable by the RL for NRES Connections and CO Diversity Connections are set out below and shall be valid for a period of thirty-five (35) months from the Effective Date of the Agreement or from the Effective Date until 28 February 2029, whichever is the shorter period. For the avoidance of doubt, all charges applicable to NRES Connections under the Approved ICO (as may be amended under IMDA's direction from time to time) and CO Diversity Connections (under the MOE Tender CA) shall apply unless specifically provided for otherwise below.

Charges payable for NRES Connections:

S/N	Description of Charges	Type of Connection	Number of Connections to be Ordered (subject to RL's compliance with paragraph 3 of Annex 1)	Charges (subject to RL's compliance with paragraph 3 of Annex 1) (Excluding GST)
1	Bid Rebate (Applicable for thirty-five (35) months or from the Effective Date until 28 February 2029, whichever is the shorter period)	NRES Connection	320 or more	\$20 per NRES Connection
2	Reduced Monthly Recurring Charge (" <b>Reduced MRC</b> ") (after Bid Rebate) (Applicable for thirty-five (35) months or from the Effective Date until 28 February 2029, whichever is the shorter period)	NRES Connection	320 or more	\$35 per NRES Connection
3	One-Time Installation Charge (" <b>OTC</b> ")	NRES Connection for TP in End-User's Non-Residential premise	320 or more	\$574 per NRES Connection for TP installed inside the Non-Residential premise

		NRES Connection For TP in Riser on the same floor where the End-User's Non-Residential premise is located		\$510 per NRES Connection for TP installed inside the vertical telecommunication riser on the same floor where the Non-Residential premise is located
4	Service Activation Charge	\$56 per NRES Connection		
5	Early Termination Charge ("ETC")	Reduced MRC for NRES Connection x number of months in Minimum Contract Term minus total Reduced MRC billed in respect of the terminated NRES Connection		
6	Cancellation Charges	Same rate as per the respective One-Time Installation Charge ("OTC")		

Charges payable for CO Diversity Connections:

S/N	Description of Charges	Amount
1	Reduced Monthly Recurring Charge ("Reduced MRC")	\$250 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 Reduced 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)	\$85 per site survey
5	Cancellation Charges Due to Failure to provide acceptance of service activation period and the Quotation within ten (10) Business Days of Receipt of the said Quotation	\$85 per site survey
6	Cancellation Charges before RFS but after acceptance of Quotation (or revised Quotation, if applicable)	\$85 per site survey + any other incidental cost on a Cost-Oriented Basis

7	Reinstatement Charges for the removal of indoor TP upon Service Termination	\$190 per CO Diversity Connection																						
8	<p data-bbox="375 264 691 293">Fault Identification Charge</p> <p data-bbox="375 327 1334 356">There will be a minimum charge per visit up to the first two hours as listed below.</p> <table border="1" data-bbox="488 385 1481 515"> <thead> <tr> <th data-bbox="488 385 1137 448">DESCRIPTION</th> <th data-bbox="1137 385 1481 448">CHARGES (\$\$)</th> </tr> </thead> <tbody> <tr> <td data-bbox="488 448 1137 515">Minimum Charge (per visit up to first two hours)</td> <td data-bbox="1137 448 1481 515">\$64</td> </tr> </tbody> </table> <p data-bbox="474 544 1469 573"><b>Subsequent hourly blocks will be charged according to the rates listed below.</b></p> <table border="1" data-bbox="488 607 1481 974"> <thead> <tr> <th data-bbox="488 607 866 672">PERIOD</th> <th data-bbox="866 607 1201 672">TIME</th> <th data-bbox="1201 607 1481 672">RATE (\$\$/hr)</th> </tr> </thead> <tbody> <tr> <td data-bbox="488 672 866 734">Monday to Friday</td> <td data-bbox="866 672 1201 734">9.00am to 5.00pm</td> <td data-bbox="1201 672 1481 734">\$20</td> </tr> <tr> <td data-bbox="488 734 866 797">Monday to Friday</td> <td data-bbox="866 734 1201 797">After 5.00pm to 9.00am the next day</td> <td data-bbox="1201 734 1481 797">\$30</td> </tr> <tr> <td data-bbox="488 797 866 860">Saturday</td> <td data-bbox="866 797 1201 860">9.00 am to 1.00pm</td> <td data-bbox="1201 797 1481 860">\$20</td> </tr> <tr> <td data-bbox="488 860 866 922">Saturday</td> <td data-bbox="866 860 1201 922">After 1.00pm to 12.00am the next day</td> <td data-bbox="1201 860 1481 922">\$30</td> </tr> <tr> <td data-bbox="488 922 866 974">Sundays and Public Holidays</td> <td data-bbox="866 922 1201 974">12.00am to 9.00am the next day</td> <td data-bbox="1201 922 1481 974">\$40</td> </tr> </tbody> </table> <p data-bbox="474 1032 1481 1106">For avoidance of doubt, the maximum quantum for the Fault Identification Charge will be based on the first four (4) hours of fault investigation.</p>		DESCRIPTION	CHARGES (\$\$)	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
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**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 for CO Diversity Connection <input type="checkbox"/> Termination of CO Diversity Connection

Requesting Licensee	<p>Digging &amp; Trenching Charges may be applicable for installation address under NBAP. Quotation(s) will be followed up for your approval upon NetLink Trust's assessment.</p> <p>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.</p> <p>We confirm that all the information herein given is true and correct.</p>	
	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 &amp; 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 <b>*agree / disagree</b> 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: