

## **GENERAL SERVICE TERMS AND CONDITIONS**

**NUCLEUS CONNECT PTE. LTD.**  
**INTERCONNECTION OFFER (ICO) AGREEMENT**  
**GENERAL SERVICE TERMS AND CONDITIONS**

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**1. DEFINITIONS AND INTERPRETATION**

1.1 Unless otherwise defined herein, terms defined and expressions construed in the Master ICO Agreement shall have the same meanings and construction in these General Service Terms and Conditions.

1.2 In these General Service Terms and Conditions, a reference to a paragraph, unless stated otherwise, is to a paragraph of these General Service Terms and Conditions.

1.3 In these General Service Terms and Conditions:

Affected Connection means a Connection which is (a) the subject of a Fault; or (b) in respect of which the SLA is not met (as the case may be), and in each case, the Contracting QP has submitted a claim therefor in accordance with these General Terms and Conditions;

Affiliated Operator has the meaning ascribed to it in the Code;

Connection means a connection installed by Nucleus Connect pursuant to its provision of a Basic Mandated Service to the Contracting QP;

Deactivation or Deactivate means terminating a Basic Mandated Service which has been activated and being provided to the Contracting QP;

End-User Connection means the following services:

1. Residential Per-End-User Connection;
2. Non-Residential Per-End-User Connection;
3. NBAP Per-End-User Connection;
4. L2 VPN Service;
5. L3 VPN Service; and
6. E-LAN Service;

EPL-Gigabit Connection means a gigabit point-to-point Ethernet private line between two Non-Residential Premises;

Express SAP means the express SAP which service activation period(s) are set out in paragraphs 2 of Appendix 1;

Fault means a fault in a Connection, provided that any service unavailability due to any planned network maintenance shall not constitute a Fault;

Installation Charge in relation to a Connection, means the NC Charges payable by the Contracting QP in respect of the installation of such Connection as set out in the Service Schedule for such Connection;

Manual Process has the meaning ascribed to it in paragraph 2.2;

Modification or Modify	in relation to any Connection to be provided or being provided to the Contracting QP, means:  (a) any upgrade or downgrade of subscribed bandwidth and/or Class of Service;  (b) any changes in layer 2 or layer 3 network protocol information; and/or  (c) any other grounds for modification as may be set out in the Service Schedule for such Connection,  provided that any changes to installation address shall not constitute a Modification but shall constitute a relocation upon which paragraph 7 shall apply;
MTTR	has the meaning ascribed to it in paragraph 9.9;
NBAP Service Port	means a Service Port situated at NBAP;
NetCo Licence	means the Facilities-based Operator Licence granted by the Authority to NetLink Trust in relation to the provision of telecommunication services;
NetCo Network	means the passive infrastructure for the Next Generation National Broadband Network which is designed, built and operated by NetLink Trust;
Non-Residential Service Port	means a Service Port situated at Non-Residential Premises;
Order	means an order in respect of Basic Mandated Services submitted by the Contracting QP to Nucleus Connect;
Prescribed SAP	has the meaning ascribed to it in paragraph 1 of Appendix 1, comprising the Express SAP or the Standard SAP;
QP	means a Operating Company Qualifying Person who is a Facilities-Based Operator, a Services-Based Operator or Broadcasting Licensee;
Request Quota	has the meaning ascribed to it in paragraph 2.5;
Residential Service Port	means a Service Port situated at Residential Premises;
RFS Date	means the date on which a Connection or a Modification (as the case may be) is activated, in each case such that it is available and ready for the Contracting QP to use, which shall either be notified by Nucleus Connect to the Contracting QP or agreed by Nucleus Connect and the Contracting QP (as the case may be) pursuant to these General Service Terms and Conditions;

RSP Portal	has the meaning ascribed to it in the Service Schedule for Platform Connection Service;
SAP	means the service activation period commencing from the SAP Start Date within which Nucleus Connect shall activate the required Connection or Modification (as the case may be);
SAP Start Date	in relation to an Order submitted by the Contracting QP which is not rejected by Nucleus Connect, means the date on which such Order is due to be processed by Nucleus Connect pursuant to and in accordance with these General Service Terms and Conditions;
Service Port	means the physical port which the Contracting QP's or End-User's equipment shall interface to the Active Network for the purpose of receiving or using the relevant Connection;
SLA	has the meaning ascribed to it in paragraph 1 of Appendix 2; and
Standard SAP	means the standard SAP which service activation period(s) are set out in paragraphs 2 and 3 of Appendix 1;

- 1.4 In these General Service Terms and Conditions, unless otherwise stated herein, the reference to "third party" shall not include Nucleus Connect's contractors and/or suppliers.

## 2. ORDER HANDLING

- 2.1 The Contracting QP must place Orders for any of the following purposes in accordance with paragraph 2.2:
- (a) subject to paragraph 4.1, to take up Basic Mandated Service(s);
  - (b) to Modify Basic Mandated Service(s) taken up or to be taken up by the Contracting QP; and/or
  - (c) to Deactivate Basic Mandated Service(s) taken up by the Contracting QP.
- 2.2 The Contracting QP shall use the Platform to place Orders, or (only if the Platform is not in operation) shall send Orders using the application form attached to the relevant Service Schedule by email to [orderdesk@nucleusconnect.com](mailto:orderdesk@nucleusconnect.com) (and/or such other email address as Nucleus Connect may notify the Contracting QP from time to time) in the first instance or if email is not available for any reason by facsimile to (65) 6808 2820 (or such other facsimile number as Nucleus Connect may notify the Contracting QP from time to time) (the latter method shall hereinafter be referred to as the "**Manual Process**").
- 2.3 The Contracting QP is responsible for the acts and omissions of its Authorised Users in connection with the Platform and the Manual Process.
- 2.4 All Orders received by Nucleus Connect will be processed by Nucleus Connect on a 'first come, first served' basis in the order in which they are received. For Orders received via the Platform or via email, Nucleus Connect shall notify and send to the Contracting QP an acknowledgement that the Orders have been received.

2.5 The Contracting QP acknowledges and agrees that Nucleus Connect is able to process up to four hundred and ten (410) Orders, for Residential Per-End-User Connections and/or Non-Residential Per-End-User Connections and/or Connections provided through the Residential Service Port and/or Non-Residential Service Port for L2 VPN Service, E-LAN Service or L3 VPN Service (that utilise resources provided by NetLink Trust), from all Contracting QPs per Business Day (the “**Request Quota**”) as follows:

- (a) if Nucleus Connect receives such an Order before 12 noon on a Business Day for which the Request Quota has not been exceeded and the request quota of NetLink Trust has not been exceeded, Nucleus Connect shall process such an Order on the same day of receipt; or
- (b) if Nucleus Connect receives such an Order:
  - (i) after 12 noon on a Business Day for which the Request Quota has not been exceeded;
  - (ii) on a non-Business Day;
  - (iii) at any time on a Business Day for which the Request Quota has been exceeded; or
  - (iv) at any time on a Business Day for which the request quota of NetLink Trust has been exceeded.

Nucleus Connect shall process such Order in the order in which it was received on the next Business Day for which the Request Quota has not been exceeded and the request quota of NetLink Trust has not been exceeded.

Any rejection of such an Order by Nucleus Connect pursuant to paragraph 2.8 or 2.9 (as the case may be), and the reasons therefor, shall be notified to the Contracting QP by the next Business Day after such Order is due to be processed in accordance with this paragraph 2.5.

2.6 All other Orders, including Residential Per-End-User Connections, Non-Residential Per-End-User Connections and/or Connections provided through the Residential Service Port and/or Non-Residential Service Port for L2 VPN Service, E-LAN Service or L3 VPN Service (that do not utilise resources provided by NetLink Trust) are not subject to the Request Quota, and Nucleus Connect shall use commercially reasonable efforts to process each such Order received and notify the Contracting QP by the next Business Day if Nucleus Connect rejects such Order pursuant to paragraph 2.8 or 2.9 (as the case may be). If Nucleus Connect is not able to do so, Nucleus Connect shall notify the Contracting QP of such inability by the next Business Day following such receipt, and at the same time provide the date by which Nucleus Connect will process such Order, which date shall be no later than the date falling three (3) Business Days thereafter. Any rejection of such an Order by Nucleus Connect pursuant to paragraph 2.8 or 2.9 (as the case may be), and the reasons therefor, shall be notified to the Contracting QP by the next Business Day after such Order is due to be processed in accordance with this paragraph 2.6.

2.7 Any notification by Nucleus Connect to the Contracting QP pursuant to paragraph 2.5 or 2.6 shall be via the Platform, or (only if the Platform is not available) by email in the first instance or if email is not available for any reason by facsimile, to the email address or facsimile number of the “Primary contact person” specified in Annex 5 of the Master ICO Agreement.

- 2.8 Subject to paragraph 2.10, the Contracting QP acknowledges and agrees that Nucleus Connect shall be entitled to reject any Order submitted by the Contracting QP to take up a Basic Mandated Service in any of the following circumstances:
- (a) where such Order is not in the prescribed form;
  - (b) where the information in such Order is illegible, inaccurate, incomplete or incorrect;
  - (c) where the RFS Date specified in such Order (if any) falls on a date which is earlier than the date of the last day of the Prescribed SAP applicable to such Basic Mandated Service; and
  - (d) where the Contracting QP has committed a material breach of the ICO Agreement.
- 2.9 Subject to paragraph 2.10, the Contracting QP acknowledges and agrees that Nucleus Connect shall be entitled to reject any Order submitted by the Contracting QP to Modify, Cancel or Deactivate a Basic Mandated Service in any of the following circumstances:
- (a) where such Order is not in the prescribed form;
  - (b) where the information in such Order is illegible, inaccurate, incomplete or incorrect;
  - (c) where the RFS Date specified in such Order (if any) falls on a date which is earlier than the date of the last day of the Prescribed SAP applicable to such Basic Mandated Service; and
  - (d) (only applicable in the case of an Order to Modify) where the Contracting QP has committed a material breach of the ICO Agreement.
- 2.10 Where the Platform is in operation, the grounds in paragraphs 2.8(a) to 2.8(c) and paragraphs 2.9(a) to 2.9(c) shall not automatically entitle Nucleus Connect to reject an Order. In the event such grounds materialise, Nucleus Connect shall grant to the Contracting QP the opportunity to make the necessary corrections in real time via the Platform, without the need to re-enter all of the other correct information. If the Contracting QP does not make such correction as aforesaid, or the ground in paragraph 2.8(d) or 2.9(d) materialises, Nucleus Connect shall be entitled to reject such Order in which case the Service Schedule for the Basic Mandated Service specified in such rejected Order shall lapse, unless Nucleus Connect is separately providing the same Basic Mandated Service to the Contracting QP at the time, in which case such Service Schedule shall remain in force.

### **3. CANCELLATION**

- 3.1 If an Order submitted by the Contracting QP to take up Residential Per-End-User Connection or Non-Residential Per-End-User Connection requires Nucleus Connect to take up NetLink Trust's services and NetLink Trust notifies Nucleus Connect that it does not have sufficient capacity to provide such services:
- (a) Nucleus Connect shall notify the Contracting QP of the same via the Platform or the Manual Process; and



- (b) the Contracting QP shall have the right to the Cancel the Order without charges within two (2) Business Days via the Platform or the Manual Process, failing which the Prescribed SAP applicable to the Order shall be automatically extended in accordance with paragraph 5(c) of Appendix 1.
- 3.2 If there is an undue delay in provisioning and activating an Order for Residential Per-End-User Connection or Non-Residential Per-End-User Connection for more than two (2) weeks after the RFS Date due to Nucleus Connect's fault (including the fault of Nucleus Connect's contractors and/or suppliers), the Contracting QP shall be entitled to cancel the Order without charges via the Platform or the Manual Process provided that (where the Order requires Nucleus Connect to take up NetLink Trust's services) the said cancellation must occur before NetLink Trust's activation of the said NetLink Trust's services.
- 3.3 Subject to paragraphs 3.1 and 3.2, the Contracting QP shall pay Nucleus Connect the applicable Charges for any Cancellation of any Basic Mandated Service as set out in these General Service Terms and Conditions or the Service Schedule for such Basic Mandated Service, in accordance with the Master ICO Agreement.
- 3.4 Upon the Cancellation of a Basic Mandated Service, the Service Schedule for such Basic Mandated Service shall lapse, unless Nucleus Connect is separately providing the same Basic Mandated Service to the Contracting QP at the time, in which case such Service Schedule shall remain in force.

#### **4. TAKING UP BASIC MANDATED SERVICES**

- 4.1 Before the Contracting QP may submit any Order to take up any Basic Mandated Service (excluding any L2 VPN Service, E-LAN Service or L3 VPN Service), the Contracting QP must take up the Interoperability Testing Service offered by Nucleus Connect as an Ancillary Mandated Service under the Master ICO Agreement, and successfully complete the various tests which are mandatory for such Basic Mandated Service as set out in the Service Schedule in respect of the Interoperability Testing Service. Notwithstanding the aforesaid, the Contracting QP may (at its own option) select to take up the Interoperability Testing Service in respect of any L2 VPN Service, E-LAN Service or L3 VPN Service.
- 4.2 The Contracting QP shall pay Nucleus Connect the applicable Charges for any Basic Mandated Service provided by Nucleus Connect hereunder, as set out in the Service Schedule for such Basic Mandated Service, in accordance with the Master ICO Agreement.
- 4.3 Nucleus Connect may require the Contracting QP to indicate appointment timeslot(s) in which the installation of services may take place.

#### **5. PROVISIONING BASIC MANDATED SERVICES**

- 5.1 If an Order submitted by the Contracting QP to take up a Basic Mandated Service is not rejected by Nucleus Connect or cancelled by the Contracting QP pursuant to paragraph 3.1 or 3.2, Nucleus Connect will provision and activate such Basic Mandated Service such that it is available and ready for the Contracting QP to use, in accordance with Appendix 1.
- 5.2 Subject to paragraph 5.3, prior to provisioning and activating any Basic Mandated Service pursuant to paragraph 5.1 or Deactivating any Basic Mandated Service, if required by Nucleus Connect, Nucleus Connect and the Contracting QP shall agree on the third party charges (including building owner's or management committee's

charges) and/or NetLink Trust's charges that are reasonably necessary for Nucleus Connect to incur in order for Nucleus Connect to undertake such provisioning and activation or Deactivation (such agreement not to be unreasonably delayed or withheld by each Party). Such agreed third party charges and/or NetLink Trust's charges shall be passed on to the Contracting QP and borne entirely by the Contracting QP. In addition, in situations where NetLink Trust requires Nucleus Connect to agree on certain additional NLT Charges (which can be one-time as well as recurring) and Nucleus Connect intends to on-pass such NLT Charges to the Contracting QP, Nucleus Connect and the Contracting QP shall also agree on such NLT Charges before Nucleus Connect proceeds to incur such NLT Charges, and such agreement shall not be unreasonably delayed or withheld by each Party.

5.3 Notwithstanding paragraph 5.2, in situations whereby due to requirements imposed by data centre operators or other third party premises' owners, management or operators, Nucleus Connect needs to incur charges (which can be one-time as well as recurring, including without limitation cabling charges, rack rental charges and power supply charges) in order to acquire and/or maintain access to data centres or third party premises in connection with the provision of the Basic Mandated Services. Accordingly, Nucleus Connect shall on-pass a pro-rated share of such charges to the Contracting QP in connection with the said acquisition or maintenance of access to such data centres or third party premises, on the following terms:

- (a) Nucleus Connect shall endeavour to apportion such charges fairly among all actual or potential Contracting QPs which will or may require access to such data centres or third party premises, that no single customer of Nucleus Connect (including the Contracting QP) would have to bear the full costs of the access;
- (b) Nucleus Connect shall seek the Contracting QP's agreement before on-passing its share of such charges (such agreement not to be unreasonably withheld or delayed); and
- (c) for the avoidance of doubt, for those charges that are recovered under paragraph 5.2, Nucleus Connect shall not recover them again under paragraph 5.3.

5.4 Save as stated in the applicable Service Schedules, the term of each activated Basic Mandated Service shall be for a Minimum Term of twelve (12) months. Each activated Basic Mandated Services shall continue for the entire Minimum Term until it is Deactivated in accordance with:

- (a) these General Service Terms and Conditions; and/or
- (b) the Master ICO Agreement.

5.5 The Contracting QP acknowledges and agrees that:

- (a) Nucleus Connect will only provide the Basic Mandated Services in mainland Singapore and/or connected islands;
- (b) If applicable, Nucleus Connect shall be entitled to determine, in its sole and absolute discretion, the NetLink Trust CO from which a particular Basic Mandated Service will be provided;
- (c) Without prejudice to the generality of its obligations under the Master ICO Agreement, in connection with the installation of each Basic Mandated Service, the Contracting QP shall provide the following:

- (i) power supply rated 240Volts, 13 Ampere, 50/60Hz;
  - (ii) an environment with an operating temperature between 0 Degree Celsius and 40 Degree Celsius;
  - (iii) safety gear, equipment and/or escort and access by qualified personnel in the event that the NBAP / End-User Premises is in a hazardous, dangerous and/or under-developed environment;
  - (iv) for NBAP installation, a physically secured structure to mount Nucleus Connect's equipment weighing not more than 3.5Kg and not larger than 400 mm x 400 mm x 150 mm (Height x Width x Depth); and
  - (v) weather and tamper proof housing in the event that the NTE is to be installed at a location which is publicly accessible, or is not fully sheltered from weather elements;
- (d) Nucleus Connect shall take measures to ensure that the Basic Mandated Services provided to the Contracting QP shall be equivalent to the quality that Nucleus Connect provides to itself, its Affiliated Operators and any other QP; and
- (e) Except as expressly set out in the ICO Agreement, Nucleus Connect expressly disclaims all other warranties of any kind, whether express or implied, to the fullest extent allowed by law. In particular, Nucleus Connect does not warrant that any of the Basic Mandated Services are fault-free, provided that Nucleus Connect complies with the fault identification and reporting guidelines as set out in the ICO Agreement. No advice or information whether oral or written, obtained by the Contracting QP from Nucleus Connect or through the Basic Mandated Services will create any warranty not expressly set out herein.

5.6 The Contracting QP further acknowledges and agrees that notwithstanding that Nucleus Connect has not rejected an Order submitted by the Contracting QP to take up Basic Mandated Services pursuant to paragraphs 2.8 or 2.9 (as the case may be), Nucleus Connect shall be entitled to reject such Order and not proceed with the provisioning of such Basic Mandated Services and shall not be liable to the Contracting QP therefor in any of the following circumstances:

- (a) where Nucleus Connect is unable to procure fibre to the relevant building or premises from NetLink Trust and such inability to procure fibre is not due to Nucleus Connect's fault;
- (b) where such Order relates to a location to which the NetCo Network has not been rolled out and as at the date such Order is processed, the NetCo Network is not required to be rolled-out to such location under the terms of NetLink Trust's NetCo Licence;
- (c) where Nucleus Connect is not able to fulfil such Order due to security and confidentiality requirements or restrictions imposed by any Singapore governmental or regulatory authority;
- (d) where the building/home owner, building management or End-User at the relevant premises obstructs or prohibits the performance by Nucleus Connect of the relevant and necessary works for the purpose of provisioning such Basic Mandated Services despite Nucleus Connect using its best efforts to expeditiously remedy such obstruction or prohibition; provided that in the

event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to expeditiously remedy such obstruction or prohibition, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from NetLink Trust, Nucleus Connect will provide such evidence only upon receiving the same from NetLink Trust;

- (e) where the provisioning of such Basic Mandated Services requires services from NetLink Trust and NetLink Trust rejects Nucleus Connect's request for such services for whatever reason;
- (f) where the Contracting QP fails to procure access to the relevant premises for Nucleus Connect to provision such Basic Mandated Services;
- (g) where the Contracting QP has not ordered the appropriate Basic Mandated Services in relation to the designated installation site;
- (h) the equipment or services that the Contracting QP proposes to use or provide interfere with, or cause deterioration to services supplied by Nucleus Connect;
- (i) where Nucleus Connect and the Contracting QP are not able to agree on third party charges, NetLink Trust's charges and/or NLT Charges, pursuant to paragraph 5.2, that Nucleus Connect needs to incur in order to provision the relevant Basic Mandated Service;
- (j) where Nucleus Connect and the Contracting QP are not able to agree on charges to be on-passed to the Contracting QP, pursuant to paragraph 5.3, that Nucleus Connect needs to incur in order to provision the relevant Basic Mandated Service; and
- (k) where the Prescribed SAPs do not apply and where Nucleus Connect and the Contracting QP cannot agree on an RFS Date pursuant to paragraph 4 or 5 of Appendix 1,

provided that, in each case, such circumstances are not due to Nucleus Connect's fault.

5.7 If any of the events in paragraph 5.6 materialise:

- (a) the Contracting QP shall bear:
  - (i) where Nucleus Connect had subscribed or committed to subscribe for services from NetLink Trust to enable the provisioning of the relevant Basic Mandated Services for the Contracting QP, the NLT Charges, except those NLT Charges which would be subject to paragraph 5.7(a)(iii), which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur;
  - (ii) any Third Party Charges which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur;
  - (iii) any other third party charges, NetLink Trust's charges and/or NLT Charges agreed pursuant to paragraph 5.2 or 6.3 which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur; and

- (iv) any charges agreed to be on-passed to the Contracting QP pursuant to paragraph 5.3 or 6.4 which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur; and
  - (b) in the case of paragraph 5.6(d), the Contracting QP shall indemnify Nucleus Connect against any claims or legal proceedings which are brought or threatened against Nucleus Connect by such building/home owner, building management or End-User as a consequence thereof; except where such claims or legal proceedings are caused by the deliberate or wilful breach or negligence of Nucleus Connect and/or its contractors.
- 5.8 If there is a delay during the provisioning of a Basic Mandated Service, Nucleus Connect will notify the Contracting QP of the reasons for the delay and the estimated/revised timeframe required to complete the provisioning; provided that where the delay is due to NetLink Trust, Nucleus Connect will promptly make available such information to the Contracting QP only upon receiving the same from NetLink Trust. Such notification may be made by way of publication on the RSP Portal.

## **6. MODIFICATION**

- 6.1 The Contracting QP shall pay Nucleus Connect the applicable Charges for any Modification of any existing Connection as set out in the Service Schedule for such Basic Mandated Service, in accordance with the Master ICO Agreement.
- 6.2 If an Order submitted by the Contracting QP to Modify an existing Connection is not rejected by Nucleus Connect, Nucleus Connect will provision and activate such Modification such that it is available and ready for the Contracting QP to use, in accordance with Appendix 1.
- 6.3 Subject to paragraph 6.4, prior to provisioning and activating any Modification pursuant to paragraph 6.2 or Deactivating any Basic Mandated Services as a result of any Modification, if required by Nucleus Connect, Nucleus Connect and the Contracting QP shall agree on the third party charges (including building owner's or management committee's charges) and/or NetLink Trust's charges that are reasonably necessary for Nucleus Connect to incur in order for Nucleus Connect to undertake such provisioning and activation or Deactivation (such agreement not to be unreasonably delayed or withheld by either Party). Such agreed third party charges and/or NetLink Trust's charges shall be borne entirely by the Contracting QP. In addition, in situations where NetLink Trust requires Nucleus Connect to agree on certain NLT Charges and Nucleus Connect intends to on-pass such NLT Charges to the Contracting QP, Nucleus Connect and the Contracting QP shall also agree on such NLT Charges before Nucleus Connect proceeds to incur such NLT Charges, and such agreement shall not to be unreasonably delayed or withheld by each Party.
- 6.4 Notwithstanding paragraph 6.3, in situations whereby due to requirements imposed by data centre operators or other third party premises' owners, management or operators, Nucleus Connect needs to incur charges (which can be one-time as well as recurring, including without limitation cabling charges, rack rental charges and power supply charges) in order to acquire and/or maintain access to data centres or third party premises in connection with the provision and activation of any Modification. Accordingly, Nucleus Connect shall on-pass a pro-rated share of such charges to the Contracting QP in connection with the said acquisition or maintenance of access to such data centres or third party premises, on the following terms:
  - (a) Nucleus Connect shall endeavour to apportion such charges fairly among all actual or potential Contracting QPs which will or may require access to such

data centres or third party premises, that no single customer of Nucleus Connect (including the Contracting QP) would have to bear the full costs of the access;

- (b) Nucleus Connect shall seek the Contracting QP's agreement before on-passing its share of such charges (such agreement not to be unreasonably withheld or delayed); and
- (c) for the avoidance of doubt, for those charges that are recovered under paragraph 6.3, Nucleus Connect shall not recover them again under Paragraph 6.4.

6.5 The Minimum Term of a Basic Mandated Service which has been subject to Modification shall not restart, but shall continue from the existing applicable Minimum Term of such Basic Mandated Service.

6.6 The Contracting QP acknowledges and agrees that notwithstanding that Nucleus Connect has not rejected an Order submitted by the Contracting QP to Modify an existing Connection, Nucleus Connect will not be able to proceed with the provisioning of such Modification and shall not be liable to the Contracting QP therefor in any of the following circumstances:

- (a) where Nucleus Connect and the Contracting QP are not able to agree on third party charges, NetLink Trust's charges and/or NLT Charges, pursuant to paragraph 6.3, that Nucleus Connect needs to incur in order to provision such Modification;
- (b) where Nucleus Connect and the Contracting QP are not able to agree on charges to be on-passed to the Contracting QP, pursuant to paragraph 6.4, that Nucleus Connect needs to incur in order to provision such Modification; and
- (c) where the Prescribed SAPs do not apply and where Nucleus Connect and the Contracting QP cannot agree on an RFS Date pursuant to paragraph 4 or 5 of Appendix 1,

provided that, in each case, such circumstances are not due to Nucleus Connect's fault.

## **7. RELOCATION**

7.1 Save as expressly stated in paragraphs 7.2 and 14, the Contracting QP shall not be entitled to request the relocation of any Basic Mandated Service being provided to it. Save as expressly stated in paragraph 7.2, if the Contracting QP requires the relocation of any such Basic Mandated Service (the "**Relevant Basic Mandated Service**"), the Contracting QP shall:

- (a) place an Order for the Deactivation of the Relevant Basic Mandated Service, whereupon paragraph 8 will apply; and
- (b) place an Order to take up a new Relevant Basic Mandated Service, whereupon paragraph 4 will apply.

For the purpose of this paragraph 7.1, "relocation" means any changes to installation address and/or 1<sup>st</sup> TP.

- 7.2 (a) The provisions of this paragraph 7.2 shall apply to Residential Per-End-User Connections and Non-Residential Per-End-User Connections only.
- (b) The Contracting QP may request to relocate the Residential Per-End-User Connection (or as the case may be, the Non-Residential Per-End-User Connection) for an End-User to the End-User's new or other residential address of the same type (or as the case may be, the End-User's new or other non-residential address of the same type) giving, amongst others, the following information:
- (i) the service identifier of existing Residential Per-End-User Connection (or as the case may be, existing Non-Residential Per-End-User Connection) at the former residential premises (or as the case may be, former non-residential premises);
  - (ii) the service activate date at new residential premises (or as the case may be, new non-residential premises);
  - (iii) all applicable supporting documents evidencing the request for Relocation is at the request of or for the benefit of one End-User; and
  - (iv) such other information and/or documents as may be required by NetLink Trust from time to time.
- (c) (i) Subject always to these General Service Terms and Conditions and the Service Schedule for Residential Per-End-User Connection, Nucleus Connect shall provide the Relocation Service by installing (where applicable) and activating a new Residential Per-End-User Connection at the new Residential Premises in accordance with paragraphs 4 and 5, followed by Deactivation of the existing Residential Per-End-User Connection at the former premises. No Early Termination Charge will apply to the Deactivation of the existing Residential Per-End-User Connection. The expiry date of the Minimum Term which will be computed from the initial Order remains unchanged.
- (ii) Subject always to these General Service Terms and Conditions and the Service Schedule for Non-Residential Per-End-User Connection, Nucleus Connect shall provide the Relocation Service by installing (where applicable) and activating a new Non-Residential Per-End-User Connection at the new Non-Residential Premises in accordance with paragraphs 4 and 5, followed by Deactivation of the existing Non-Residential Per-End-User Connection at the former premises. No Early Termination Charge will apply to the Deactivation of the existing Non-Residential Per-End-User Connection. The expiry date of the Minimum Term which will be computed from the initial Order remains unchanged.
- (d) For the avoidance of doubt, each request for Relocation Service shall constitute one (1) Order for Residential Per-End-User Connection (or as the case may be, Non-Residential Per-End-User Connection), which must fall within the Request Quota.
- (e) (i) The Contracting QP shall pay the applicable Charges for every request for Relocation of Residential Per-End-User Connection which includes the following Charges in accordance with the Service Schedule for Residential Per-End-User Connection:

- (1) Installation Charges in respect of the new Residential Per-End-User Connection.
- (2) Deactivation Charges in respect of the Deactivation of the existing Residential Per-End-User Connection.

A Cancellation Charge equal to the Cancellation Charge as set out in the Service Schedule for Residential Per-End-User Connection shall be applicable if the Contracting QP cancels the request for Relocation Service after acceptance by Nucleus Connect. A change in the address of the End-User's new residential premises shall constitute a cancellation.

- (ii) The Contracting QP shall pay the applicable Charges for every request for Relocation of Non-Residential Per-End-User Connection which includes the following Charges in accordance with the Service Schedule for Non-Residential Per-End-User Connection:

- (1) Installation Charges in respect of the new Non-Residential Per-End-User Connection.
- (2) Deactivation Charges in respect of the Deactivation of the existing Non-Residential Per-End-User Connection.

A Cancellation Charge equal to the Cancellation Charge as set out in the Service Schedule for Non-Residential Per-End-User Connection shall be applicable if the Contracting QP cancels the request for Relocation Service after acceptance by Nucleus Connect. A change in the address of the End-User's new non-residential premises shall constitute a cancellation.



**8. DEACTIVATION**

8.1 Subject to paragraph 8.2, the Contracting QP may Deactivate a Basic Mandated Service by submitting a Deactivation Order in accordance with paragraph 2. The periods for the Deactivation of the Basic Mandated Services are as set out below.

Type of Basic Mandated Services	Service Deactivation Period (from Service Deactivation Start Date)
i. Residential Per-End-User Connection	<p>1 Business Day</p> <p>Where Nucleus Connect does not require the collection of NC Equipment, the <b>Service Deactivation Start Date</b> means the date of Nucleus Connect's receipt of the Deactivation Order.</p> <p>Where Nucleus Connect requires the collection of NC Equipment, the <b>Service Deactivation Start Date</b> means the date on which NC Equipment is successfully collected by or returned to Nucleus Connect. Where failure to collect the NC Equipment is due to Nucleus Connect's fault, then the appointment date for the collection of the NC Equipment shall be the Service Deactivation Start Date.</p>
ii. Non-Residential Per-End-User Connection	
iii. L2 VPN Service	
iv. L3 VPN Service	
v. E-LAN Service	

Type of Basic Mandated Services	Service Deactivation Period (from Service Deactivation Start Date)
i. QP-EVPL Service Port	<p>35 days</p> <p>The <b>Service Deactivation Start Date</b> means the date of Nucleus Connect's receipt of the Deactivation Order.</p>
ii. AG-EVC	
iii. PB-EVC	
iv. NBAP Per-User Connection	
v. L2 VPN Service (NBAP Service Port)	
vi. L3 VPN Service (NBAP Service Port)	
vii. E-LAN Service (NBAP)	

In the event of the Deactivation of a Basic Mandated Service:

- (a) Nucleus Connect shall immediately notify the Contracting QP whether Nucleus Connect intends to retrieve any and all NC Equipment (which is used in connection with the Deactivated Basic Mandated Service) installed at the relevant End-Users' Sites;

- (b) if Nucleus Connect intends to retrieve the said NC Equipment, the Contracting QP shall (within seven (7) Business Days of the submission of the Deactivation Order or such period of time as may be agreed between the Parties in writing) arrange appointments with the End-Users for the purposes of enabling Nucleus Connect to retrieve the said NC Equipment from the End-Users' Sites. The said appointment times shall be mutually agreed between the Parties taking into consideration the availability of the End-Users; such agreement not to be unreasonably withheld or delayed.

The Contracting QP shall (at its own costs) facilitate Nucleus Connect's entry into the End-Users' Sites during the said appointed times, in accordance with Clause 8.4(b) of the main body of the Master ICO Agreement.

- (c) If Nucleus Connect (through no fault on its part) is unable to acquire access to any End-User Site on the first said appointed time to retrieve the said NC Equipment, the Contracting QP shall promptly schedule another appointment ("**second said appointment**") for the retrieval. The second said appointment shall be within one calendar week from the first appointment. In the event that the Contracting QP fails or refuses to schedule the second said appointment promptly or Nucleus Connect is still unable to acquire access to the End-User Site on the second said appointment to retrieve the said NC Equipment, Nucleus Connect shall be entitled to regard the said NC Equipment as lost and impose on the Contracting QP the replacement costs of the said NC Equipment in accordance with sub-paragraph (d) below;

- (d) if the Contracting QP wishes to retrieve any NC Equipment (which is used in connection with the Deactivated Basic Mandated Service) installed at the relevant End-Users' Sites, the Contracting QP shall seek Nucleus Connect's prior written consent thereof and the Parties shall agree on the necessary arrangements for doing so (such agreement not to be unreasonably withheld). In the event that Nucleus Connect agrees to the Contracting QP retrieving any NC Equipment, the Contracting QP shall not be liable for any collection charge (where applicable) from Nucleus Connect in respect of that NC Equipment if the Contracting QP has retrieved and returned the same to Nucleus Connect; and

- (e) if any NC Equipment (which is used in connection with the Deactivated Basic Mandated Service) is lost or damaged, Nucleus Connect is unable to retrieve the said NC Equipment from the End-Users' Sites in accordance with sub-paragraph (b) above or (as the case may be) the Contracting Party fails to retrieve and return the said NC Equipment to Nucleus Connect in accordance with sub-paragraph (c) above, Nucleus Connect shall be entitled to impose on the Contracting QP the replacement costs of the said NC Equipment; Provided That Nucleus Connect shall not be entitled to impose any such replacement costs for:

- (i) any damage to the said NC Equipment arising from reasonable fair and wear; and/or
- (ii) (in the case of Nucleus Connect being the party responsible for retrieving the said NC Equipment from the End-Users' Sites in accordance with sub-paragraph (b) above) any loss or damage to the said NC Equipment if Nucleus Connect fails to retrieve the said NC Equipment during the said appointed times due to its fault.

- 8.2 The Contracting QP shall pay Nucleus Connect the applicable Charges for any Deactivation of any Connection, and if such Deactivation takes place prior to the

Minimum Term of such Connection, the Contracting QP shall also pay Nucleus Connect the applicable Early Termination Charge, in each case, as set out in the applicable Service Schedule, in accordance with the Master ICO Agreement.

- 8.3 In connection with the Deactivation of any Connection, if Nucleus Connect receives any request from the Contracting QP for Removal, Nucleus Connect will check if the Termination Point is in use by any party. Nucleus Connect will reject the request if the Termination Point is in use, otherwise Nucleus Connect shall perform such Removal which shall not include removal of any part of NetCo Network or Nucleus Connect's Network, surface trunking and/or Termination Point that are concealed either by a false ceiling, within any furniture or rendered inaccessible. The Contracting QP shall render all necessary assistance for the purposes of obtaining the relevant approvals or consents from the relevant building owner or authorities such that Nucleus Connect and/or its contractors have ease of access to perform such Removal. The Parties shall cooperate in good faith to secure the approvals or consents. Nucleus Connect shall not be responsible or liable for moving and/or shifting of any furniture or items at the relevant premises, re-plastering of the wall, performing any painting works and/or reinstating the wall and/or other fittings accordingly. The Contracting QP shall bear all applicable NLT Charges and other third party charges for the Removal.
- 8.4 Upon the Deactivation of a Connection being effective, the applicable Service Schedule shall lapse, unless Nucleus Connect is separately providing Connection(s) under the same Service Schedule to the Contracting QP at the time, in which case such Service Schedule shall remain in force.

## 9. FAULT MANAGEMENT AND RECTIFICATION

### Fault Management Procedure

- 9.1 In the event of a Fault, the Contracting QP shall carry out such testing and investigations as may be necessary to ascertain and ensure that such Fault does not lie with, or is primarily caused by, the equipment or software of the Contracting QP or the End-User.
- 9.2 If the results of testing and investigations by the Contracting QP lead to the reasonable belief that the Fault lies within Nucleus Connect's Network, the Contracting QP may:
- (a) open a trouble ticket via the Platform;
  - (b) contact the Fault management hotline at (65) 6808 2700 (and/or such other telephone number as Nucleus Connect may notify the Contracting QP from time to time) (the "**Fault Management Hotline**"); or
  - (c) if neither of the foregoing is available, email Nucleus Connect at [helpdesk@nucleusconnect.com](mailto:helpdesk@nucleusconnect.com) (and/or such other email address as Nucleus Connect may notify the Contracting QP from time to time),

and, in each case, provide a detailed description of the Fault (the "**Fault Report**"). Nucleus Connect will use all reasonable efforts to ensure that the Platform and the Fault Management Hotline are available to the Contracting QP on a 24 by 7 basis.

- 9.3 Upon receipt of a Fault Report from the Contracting QP pursuant to paragraph 9.2, Nucleus Connect shall investigate the cause of the Fault which is the subject of such Fault Report, in a diligent and responsible manner as would be expected of a competent service provider. Nucleus Connect shall update the Contracting QP as and when there is a change in status of the fault investigation / rectification work.

- 9.4 If, following investigations, Nucleus Connect is not able to identify the cause of the Fault, the Contracting QP shall attend a fault identification coordination meeting if requested by Nucleus Connect.
- 9.5 The Contracting QP may request Nucleus Connect for a joint investigation to rectify the Fault. If, following such joint investigations, it is ascertained that the Fault is not within Nucleus Connect's Network or its suppliers' and contractors' networks or equipment, the Contracting QP shall pay to Nucleus Connect the applicable charges in respect of such joint investigation as set out in the relevant Service Schedule. Any charges imposed by Nucleus Connect's suppliers and contractors shall not be borne by the Contracting QP.
- 9.6 If the Contracting QP reports a Fault in accordance with paragraph 9.2 and following investigations by Nucleus Connect, either no Fault is found or Nucleus Connect determines that the alleged Fault is not with Nucleus Connect's, its suppliers' or contractors' network or equipment, Nucleus Connect may, at its sole and absolute discretion, charge the Contracting QP a fee for the fault report (No Fault Found Charge) as set out in the relevant Service Schedule. If Nucleus Connect imposes the No Fault Found Charge on the Contracting QP, Nucleus Connect will provide the Contracting QP with a customer incident report (the "**Incident Report**") setting out the finding of Nucleus Connect's investigations; Provided That Nucleus Connect will not be obliged to provide the Contracting QP with the Incident Report if (a) the alleged Fault relates to a matter arising out of NetLink Trust's network or equipment and (b) NetLink Trust has not provided Nucleus Connect with any reason for determining that there is no fault with NetLink Trust's network or (as the case may be) equipment. Any charges imposed by Nucleus Connect's suppliers and contractors shall not be borne by the Contracting QP.
- 9.7 The relevant Connection which is the subject of a Fault shall be deemed to be restored when Nucleus Connect has tested and confirmed to the Contracting QP that it has been restored.
- 9.8 The Contracting QP shall provide such resources and assistance as may be necessary or reasonably required by Nucleus Connect so that all investigations and fault rectification can be conducted safely.

#### MTTR

- 9.9 The MTTR shall mean the average time taken by Nucleus Connect to restore service for all Fault incidents during a month which the Contracting QP has submitted a claim for, which shall be:
- (a) four (4) hours, in the case of Residential Per-End-User Connections, NBAP Per-End-User Connections and Connections provided through the Residential Service Port and NBAP Service Port; and
  - (b) three (3) hours, in the case of Non-Residential Per-End-User Connections and Connections provided through the Non-Residential Service Port.

Where it is determined that a Fault lies within Nucleus Connect's Network or equipment, calculation of time for the purposes of MTTR commences from the time such Fault is reported by the Contracting QP in accordance with paragraph 9.2.

- 9.10 If the actual MTTR for a particular month (the "**Relevant Month**") is more than the MTTR specified in paragraphs 9.9(a) and 9.9(b), and subject to paragraphs 9.11 and

9.13, Nucleus Connect shall compensate the Contracting QP by way of a percentage reduction in the Monthly Recurring NC Charge for each Affected Connection for the Relevant Month, in accordance with the tables below. The amount of compensation will be credited into the Contracting QP's account after it has been processed by Nucleus Connect and will be reflected in Nucleus Connect's next invoice to the Contracting QP in accordance with Nucleus Connect's billing cycle.

<b>Actual MTTR for Relevant Month (Residential/NBAP)</b>	<b>Percentage Reduction in Monthly Recurring NC Charge per Affected Connection</b>
≤ 4 hours	No Compensation
> 4 hours but ≤ 6 hours	10%
> 6 hours but ≤ 10 hours	20%
> 10 hours	30%

<b>Actual MTTR for Relevant Month (Non-Residential)</b>	<b>Percentage Reduction in Monthly Recurring NC Charge per Affected Connection</b>
≤ 3 hours	No Compensation
> 3 hours but ≤ 5 hours	10%
> 5 hours but ≤ 10 hours	20%
> 10 hours	30%

- 9.11 In order for the Contracting QP to be granted the compensation referred to in paragraph 9.10, it shall submit a claim therefor within thirty (30) days of the completion of the relevant month on which the MTTR was measured. The Contracting QP acknowledges and agrees that a failure to make a claim within the said thirty (30)-day period means that the Contracting QP waives any entitlement to the compensation in respect of that claim.
- 9.12 If the Contracting QP disputes Nucleus Connect's record on the MTTR and/or the amount of compensation, the Contracting QP shall not be entitled to be credited with any compensation until and unless the dispute has been resolved. Disputes shall be resolved in accordance with Annex 2 or Annex 3 of the Master ICO Agreement, as applicable.
- 9.13 The Contracting QP shall not be entitled to make any claim under this paragraph 9 in any of the following circumstances:
- (a) where the Affected Connection is disconnected and/or reconnected by reason of it being suspended pursuant to the ICO Agreement and such suspension is not due to Nucleus Connect's fault;
  - (b) Fault due to any equipment, software, wiring and/or cabling owned or operated by or on behalf of the Contracting QP;
  - (c) the restoration of the Affected Connection where any site coordinating meeting, joint investigation meeting or fault identification coordination meeting is involved, except where (i) the fault is due to Nucleus Connect and

- (ii) the Contracting QP has not contributed to any delay in setting up the meeting. Notwithstanding the aforesaid, in determining whether or not Nucleus Connect has met the MTTR, the time taken from the start of arranging any site-coordination meeting, joint investigation meeting or fault identification coordination meeting up to the conclusion of the meeting, shall be always excluded;
- (d) where permission to access the premises or building to provision the required service is denied or delayed by End-User or building management/owner despite Nucleus Connect using its best efforts to expeditiously remedy such denial or delay; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to expeditiously remedy such denial or delay, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from NetLink Trust, Nucleus Connect will provide such evidence only upon receiving the same from NetLink Trust;
- (e) (without prejudice to sub-paragraph (d) above) Nucleus Connect is unable to obtain or maintain any licence or permission necessary to the restoration of the Affected Connection despite using its best efforts to obtain expeditiously or maintain such licence or permission. Notwithstanding the aforesaid, in determining whether or not Nucleus Connect has met the MTTR, the time taken by Nucleus Connect to obtain or maintain such licence or permission shall be always excluded; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to obtain or maintain such licence or permission, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from NetLink Trust, Nucleus Connect will provide such evidence only upon receiving the same from NetLink Trust;
- (f) where Nucleus Connect has difficulty accessing or working in the building or End-User's Premises due to such building or Premises being inaccessible, in unsafe working condition or in any other inadequate or deficient state despite using its best efforts to expeditiously remedy such difficulties; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to expeditiously remedy such difficulties, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from NetLink Trust, Nucleus Connect will provide such evidence only upon receiving the same from NetLink Trust;
- (g) the Fault is due to the equipment and/or software used by the Contracting QP or End-User to implement, receive or use the Basic Mandated Services;
- (h) the service unavailability is due to a planned network maintenance between Nucleus Connect and NetLink Trust and the Contracting QP has been informed of any scheduled service interruption in accordance with Clause 5.5 of the main body of the Master ICO Agreement;
- (i) the Fault is due to matters beyond Nucleus Connect's control, including without limitation, the actions or inaction of the Contracting QP and/or a third party and failure of the Contracting QP and/or third party equipment or Network. For the avoidance of doubt, Nucleus Connect's suppliers and/or contractors shall not be considered as third parties; and
- (j) notwithstanding sub-paragraph (i) above, the Fault is attributable to NetLink Trust but Nucleus Connect is not entitled to make a claim therefor against NetLink Trust.

- 9.14 The remedy provided in this paragraph 9 is a genuine pre-estimate of the Contracting QP's loss and will be sole and exclusive remedy available to the Contracting QP, and Nucleus Connect's sole and exclusive liability to the Contracting QP, for Nucleus Connect's failure to meet the MTTR specified in paragraphs 9.9(a) and 9.9(b).
- 9.15 The failure to meet the MTTR specified in paragraphs 9.9(a) and 9.9(b) shall not constitute a breach of contract by Nucleus Connect.
- 9.16 For the avoidance, the provisions of paragraph 9.9 to 9.15 shall apply to the following Basic Mandated Services with Minimum Term of one (1) month:
- (a) Non-Residential Per-End-User Connections;
  - (b) NBAP Per-End-User Connections;
  - (c) any L2 VPN Service which will be delivered through a Non-Residential Service Port or NBAP Service Port;
  - (d) any L3 VPN Service which will be delivered through a Non-Residential Service Port or NBAP Service Port; and
  - (e) any E-LAN Service which will be delivered through a Non-Residential Service Port or NBAP Service Port.

## **10. SERVICE LEVELS**

Nucleus Connect will provide the Basic Mandated Services in accordance with the service levels set out in Appendix 2.

## **11. REMEDY FRAMEWORK FOR ERRORS IN MANDATED SERVICES INFORMATION**

Nucleus Connect will provide compensation for errors in Nucleus Connect's Mandated Services Information to the Contracting QP, in accordance with the remedy framework set out in Appendix 3.

## **12. RECLASSIFICATION OF RESIDENTIAL PREMISES AND NON-RESIDENTIAL PREMISES**

The Contracting QP may request for reclassification of premises in accordance with Appendix 4.

## **13. ENQUIRY ABOUT NON-RESIDENTIAL PREMISES AND NBAP**

Some locations within a Non-Residential Building is classified by NetLink Trust as an NBAP instead of a Non-Residential Premises. If the Contracting QP is in doubt whether a requested location is a Non-Residential Premises or an NBAP, the Contracting QP shall first refer to the classification guidelines which are published on NetLink Trust's public website. If the Contracting QP has further doubts, it may submit its request to Nucleus Connect by way of email to [orderdesk@nucleusconnect.com](mailto:orderdesk@nucleusconnect.com) (and/or such other email address as Nucleus Connect may notify the Contracting QP from time to time) with the following documents/information:

- (a) photographs of the requested location;
- (b) proposed location of the Termination Point; and
- (c) such other information or document which may be requested by Nucleus Connect.

Nucleus Connect shall respond to the Contracting QP on the classification of the requested location within five (5) Business Days of Nucleus Connect's receipt of the Contracting QP's said request and the above documents/information, subject to NetLink Trust's quota for processing requests for classifying whether a location is Non-Residential Premises or an NBAP.

#### **14. RELOCATION OR REPAIR AND REPLACEMENT OF TERMINATION POINT WITHIN SAME RESIDENTIAL PREMISES OR NON-RESIDENTIAL PREMISES**

14.1 If the Contracting QP has subscribed to an activated Connection at a Residential Premises or Non-Residential Premises, it may request (via Nucleus Connect) for NetLink Trust to relocate or repair and replace the Termination Point (in relation to that activated Connection) within the said Residential Premises (or the case may be, the said Non-Residential Premises). The Contracting QP may submit the said request to Nucleus Connect by way of email to [orderdesk@nucleusconnect.com](mailto:orderdesk@nucleusconnect.com) (and/or such other email address as Nucleus Connect may notify the Contracting QP from time to time) with the following documents/information:

- (a) the service identifier (issued by Nucleus Connect) of that activated Connection; and
- (b) such other information or document which may be requested by Nucleus Connect.

14.2 Upon Nucleus Connect's receipt of the Contracting QP's said request and the above documents/information, NetLink Trust shall proceed to perform such relocation or repair and replacement of the Termination Point. For relocation of Termination Point, it shall not include removal of any part of NetCo Network surface trunking and/or Termination Point that are concealed either by a false ceiling, within any furniture or rendered inaccessible. The Contracting QP shall render all necessary assistance for the purposes of obtaining the relevant approvals or consents from the relevant End-User, building owner or authorities such that NetLink Trust and/or its contractors have ease of access to perform such relocation or repair and replacement of the Termination Point. The Parties shall cooperate in good faith to secure the approvals or consents. Nucleus Connect and/or NetLink Trust shall not be responsible or liable for moving and/or shifting of any furniture or items at the relevant premises, re-plastering of the wall, performing any painting works and/or reinstating the wall and/or other fittings accordingly. The Contracting QP shall bear all applicable NLT Charges and other third party charges for relocation or repair and replacement of the Termination Point.

#### **15. GENERAL TERMS AND CONDITIONS**

15.1 Except to the extent strictly necessary for the Contracting QP to accurately describe the service to its actual or potential Customers, the Contracting QP shall not use Nucleus Connect's name, any Nucleus Connect's trademarks or the fact that any service is supplied using Nucleus Connect's Network or the NetCo Network in promoting the Contracting QP's service.



- 15.2 Either Party shall cooperate in good faith with the other Party and take reasonable measures to ensure that there is no interference with or deterioration to Nucleus Connect's existing services or those of a third party (including NetLink Trust) as a result of the Contracting QP's use of the Basic Mandated Services.
- 15.3 The Contracting QP shall be responsible to its Customers for all aspects of the Contracting QP's services including, without limitation, the operations and maintenance of the Contracting QP's services.
- 15.4 Nothing in the ICO Agreement vests in the Contracting QP any right, title or proprietary interest in the optical fibre cable, equipment, software or facilities forming part of the Basic Mandated Services.
- 15.5 Onsite charges shall be applicable whenever the Contracting QP requests Nucleus Connect to be onsite other than for provisioning of the Basic Mandated Services or for reasons caused by Nucleus Connect's fault or error.
- 15.6 The Contracting QP shall not, and shall ensure that its employees, agents and contractors shall not, at any time access Nucleus Connect's FDF at NC CO and Building MDF Room, the FTTB Node and the Distribution Point.

## **16. CONSEQUENCES OF DEACTIVATION / TERMINATION**

- 16.1 In the event of the Deactivation or termination of a Basic Mandated Service (including, for the avoidance of doubt, the Deactivation or termination of a Connection):
- (a) the Deactivated/terminated Basic Mandated Service provided to and all rights conferred on the Contracting QP with respect to the Deactivated/terminated Basic Mandated Service shall immediately terminate, upon which the Contracting QP shall cease to access and use the Deactivated/terminated Basic Mandated Service;
  - (b) where the Contracting QP no longer has any billing relationship with Nucleus Connect after the Deactivation or termination of the Basic Mandated Service, all sums due, accrued or payable to each Party with respect to the Deactivated/terminated Basic Mandated Service up to the date of Deactivation or termination and all sums due or payable to each Party with respect to the Deactivated/terminated Basic Mandated Service shall upon Deactivation or termination become immediately due and payable to that Party, including any Early Termination Charges and/or disconnection costs for the Deactivated/terminated Basic Mandated Service that is terminated as a result of such Deactivation or termination as follows:
    - (i) where the Deactivated/terminated Basic Mandated Service is terminated within its Minimum Term, the Contracting QP will pay an Early Termination Charge of a sum equivalent to the prevailing Charges payable for the Deactivated/terminated Basic Mandated Service as at the date of Deactivation or termination for the remaining period of the Minimum Term; and
    - (ii) the amount of disconnection charges payable by the Contracting QP will be computed based on the extent of recovery or disconnection works that are required to be carried out pursuant to paragraph 16.2 (apart from fibre recovery) and on a cost oriented basis,

provided that the Contracting QP shall not be liable for:

- (1) the costs of the removal of Patching Services and reinstatement of site, where such Deactivation or termination is due to Nucleus Connect's fault; and
  - (2) Early Termination Charges referred to in sub-paragraph (i) above, unless such Deactivation or termination is due to the Contracting QP's fault;
- (c) each Party shall, without undue delay, disconnect, remove and/or dispose, at its own cost, all of the equipment, facilities, plant and other property used by such Party in connection with the Deactivated/terminated Basic Mandated Service only and which are located on the other Party's premises; and
- (d) the provisions of paragraph 8.1 shall apply to all NC Equipment installed at the relevant End-Users' Sites in connection with the Deactivated/terminated Basic Mandated Service.
- 16.2 If the Contracting QP does not, within thirty (30) days after the date of Deactivation or termination of the Basic Mandated Service, disconnect, remove and/or dispose its equipment, facilities, plant and other property from Nucleus Connect's premises pursuant to and in accordance with paragraph 16.1(c), Nucleus Connect may (but shall not be obliged to) do so and shall be entitled to charge the Contracting QP for Nucleus Connect's reasonable costs for such disconnection, removal and/or disposal.
- 16.3 The Deactivation or termination of any Basic Mandated Service shall not operate as a waiver of any breach by either Party of any of the provisions of the ICO Agreement or any part thereof, and shall be without prejudice to any rights, liabilities or obligations of either Party which have accrued up to the date of such Deactivation or termination and any further rights, reliefs or remedies available to either Party caused by such Deactivation or termination, including Nucleus Connect's right to Early Termination Charges.
- 16.4 The Contracting QP shall observe such procedures as may be prescribed by Nucleus Connect from time to time when disconnecting or recovering any of the Contracting QP's equipment, facilities, plant and other property from Nucleus Connect's premises.

**APPENDIX 1**

**Provisioning Timeframe**

1. Except as otherwise specified in paragraphs 2 and 3 of this Appendix 1, each Connection is prescribed a SAP as set out in paragraph 2 of this Appendix 1 for the activation of such Connection, and in paragraph 3 of this Appendix 1 for the activation of a Modification to an existing Connection (the “**Prescribed SAPs**”). The Prescribed SAPs shall comprise the Standard SAP or (if applicable) Express SAP as set out in paragraphs 2 and 3 of this Appendix 1. In the absence of the events set out in paragraph 5 of this Appendix 1 and subject to the terms and conditions of this Appendix 1, the activation of each Connection or a Modification to an existing Connection shall be within the applicable Prescribed SAP.
  
2. The Prescribed SAPs in relation to taking up of new Connections (except NBAP Per-End-User Connection, IP Multicast Connection and Connections provided through the NBAP Service Port) are:

**Standard SAP**

Type of Connection	Standard SAP (from SAP Start Date)
Residential Per-End-User Connection	6 Business Days
Non-Residential Per-End-User Connection	13 Business Days
i. L2 VPN Service (exclude EPL-Gigabit Connection); ii. L3 VPN Service; and iii. E-LAN Service, where the Connection provided is delivered through a Residential Service Port	6 Business Days
i. L2 VPN Service (exclude EPL-Gigabit Connection); ii. L3 VPN Service; and iii. E-LAN Service, where the Connection provided is delivered through a Non-Residential Service Port	13 Business Days
EPL-Gigabit Connection in Service Schedule for L2 VPN Service	15 Business Days (where there is sufficient network capacity in existing AE access)  45 Business Days (where there is insufficient network capacity in existing AE access)
QP-EVPL Service Port	15 Business Days

PB-EVC	15 Business Days
AG-EVC	15 Business Days

3. The Prescribed SAPs in relation to a Modification of an existing Connection (except IP Multicast Connection) are:

<b>Type of Connection</b>	<b>Standard SAP (from SAP Start Date)</b>
i. Residential Per-End-User Connection	3 Business Days
ii. Non-Residential Per-End-User Connection	
iii. NBAP Per-End-User Connection	
i. L2 VPN Service	5 Business Days
ii. L3 VPN Service	
iii. E-LAN Service	
i. QP-EVPL Service Port	16 Business Days
ii. AG-EVC	
iii. PB-EVC	

4. Each:
- (a) new NBAP Per-End-User Connection, IP Multicast Connection and Connection which is provided through a NBAP Service Port; or
  - (b) Modification to an existing IP Multicast Connection,

shall be activated on such RFS Date as may be mutually agreed between Nucleus Connect and the Contracting QP (which agreement shall not be unreasonably delayed or withheld by either Party). Accordingly, the SAP for each of the matters in sub-paragraphs (a) or (b) above shall be deemed to be the period commencing from the SAP Start Date to such agreed RFS Date. If pursuant to an Order submitted by the Contracting QP in respect of the matters in sub-paragraphs (a) or (b) above which is not rejected by Nucleus Connect, Nucleus Connect and the Contracting QP are not able to mutually agree on an RFS Date within five (5) Business Days or any other mutually agreed timeframe after initiation of discussions thereon by either of them, the Contracting QP acknowledges and agrees that that shall constitute a Cancellation of such Order and paragraph 3 of the General Service Terms and Conditions shall apply.

5. In relation to an Order submitted by the Contracting QP which is not rejected by Nucleus Connect, the Prescribed SAPs shall not apply in any the following circumstances:

- (a) Where the relevant site indicated in such Order is a Non-Residential Premises and the cabling and/or ducting between the FTTB Node and the 1<sup>st</sup> TP for such Non-Residential Premises are/is not provided by NetLink Trust and the Contracting QP does not within three (3) Business Days before the RFS Date hand over the cabling and/or ducting, or the cabling and/or ducting handed over within three (3) Business Days before the RFS Date is/are not fit-for-purpose.
- (b) Where the relevant site indicated in such Order is a Non-Residential Premises and the cabling and/or ducting between an NetLink Trust's Termination Point at the vertical telecommunication riser on the same floor of the Non-Residential Premises and the Non-Residential Premises are/is not provided by NetLink Trust and the Contracting QP does not within three (3) Business Days before the RFS Date hand over the cabling and/or ducting, or the cabling and/or ducting handed over within three (3) Business Days before the RFS Date is/are not fit-for-purpose.
- (c) Where such Order requires Nucleus Connect to take up NetLink Trust's services and NetLink Trust does not have sufficient capacity to provide such services. In such event, Nucleus Connect shall promptly give notification thereof to the Contracting QP and the Prescribed SAP(s) applicable to such Order shall be automatically extended by (in the case of Residential Per-End-User Connections and Connections provided through the Residential Service Port) seven (7) or thirty-seven (37) Business Days (as determined by NetLink Trust and notified by Nucleus Connect to the Contracting QP) and (in the case of Non-Residential Per-End-User Connection and Connections provided through the Non-Residential Service Port) thirty (30) Business Days.
- (d) Where the Contracting QP requests in such Order that the Connection or the Modification to an existing Connection be activated on a date that is beyond the Prescribed SAPs for such Connection or Modification.
- (e) Where as at the date such Order is due to be processed by Nucleus Connect in accordance with these General Service Terms and Conditions, such Order involves a location which NetLink Trust has not achieved effective rollout to and as at such processing date, NetLink Trust is not required to roll-out the NetCo Network to such location under the terms of NetLink Trust's NetCo Licence.
- (f) Where Nucleus Connect and the Contracting QP are required to agree on third party charges, NetLink Trust's charges and/or NLT Charges, pursuant to paragraph 5.2 or 6.3 of these General Service Terms and Conditions, that Nucleus Connect intends to pass on to the Contracting QP pursuant to these General Service Terms and Conditions.
- (g) Where such Order relates to the taking up of a Basic Mandated Service and prior to the relevant RFS Date in respect thereof, the Contracting QP submits an Order to Modify such Basic Mandated Service.

In each of the events specified in paragraphs 5(a), 5(d), 5(e), 5(f) and 5(g) of this Appendix 1, Nucleus Connect and the Contracting QP may mutually agree to an RFS Date on which the Connection(s) or Modification(s) required in such Order shall be activated by Nucleus Connect (which agreement shall not be unreasonably delayed or withheld by either Party), and the period between the SAP Start Date and such agreed RFS Date shall be deemed to be the SAPs applicable in respect of such Order. If Nucleus Connect and the Contracting QP are not able to mutually agree on an RFS Date within five (5) Business Days or any other mutually agreed timeframe after initiation of discussions thereon by either of them, the Contracting QP

acknowledges and agrees that that shall constitute a Cancellation of such Order and paragraph 3 of the General Service Terms and Conditions shall apply.

6. In relation to any Order submitted by the Contracting QP which is not rejected by Nucleus Connect, if Nucleus Connect fails to meet the Prescribed SAP or SAP (as the case may be) applicable to the Connection required in such Order, subject to paragraphs 7 and 9 of this Appendix 1, Nucleus Connect shall compensate the Contracting QP as follows:

Taking Up of New Connections

- (a) In respect of an Order for taking up of a new Connection on a Minimum Term of **1 month**, Nucleus Connect shall compensate the Contracting QP by way of a credit rebate equal to five percent (5%) of the Nucleus Connect's Installation Charges (excluding any and all NetLink Trust's and other third party's charges and Patching Charges) for such Connection for each day of delay, subject to a maximum of 50% of the Installation Charges for such Connection.
- (b) In respect of an Order for taking up of a new Connection on a Minimum Term of **12 months or longer**, Nucleus Connect shall compensate the Contracting QP by way of a credit rebate equal to five percent (5%) of the Nucleus Connect's Installation Charges (excluding any and all NetLink Trust's and other third party's charges and Patching Charges) for such Connection for each day of delay, subject to a maximum of 100% of the Installation Charges for such Connection.

Modification of Existing Connections

- (c) In respect of an Order for a Modification of an existing Connection on a Minimum Term of **1 month**, Nucleus Connect shall compensate the Contracting QP by way of a credit rebate equal to five percent (5%) of the Nucleus Connect's Modification Charge for such Modification for each day of delay, subject to a maximum of 50% of the Modification Charge for such Modification.
- (d) In respect of an Order for a Modification of an existing Connection on a Minimum Term of **12 months or longer**, Nucleus Connect shall compensate the Contracting QP by way of a credit rebate equal to five percent (5%) of the Nucleus Connect's Modification Charge for such Modification for each day of delay, subject to a maximum of 100% of the Modification Charge for such Modification.

The amount of the rebate will be credited into the Contracting QP's account after it has been processed by Nucleus Connect and will be reflected in Nucleus Connect's next invoice to the Contracting QP in accordance with Nucleus Connect's billing cycle.

7. In order for the Contracting QP to be granted the rebate referred to in paragraph 6 of this Appendix 1, it shall submit a claim therefor within thirty (30) days of the completion of the relevant calendar month on which the applicable Prescribed SAP or the SAP (as the case may be) was measured. The Contracting QP acknowledges and agrees that a failure to make a claim within the said thirty (30) - day period means that the Contracting QP waives any entitlement to the payment in respect of that claim.
8. If the Contracting QP disputes Nucleus Connect's record on the applicable Prescribed SAP or SAP (as the case may be) in relation to a Connection and/ or the amount of rebate, the Contracting QP shall not be entitled to be credited with any

rebate until and unless the dispute has been resolved. Disputes shall be resolved in accordance with Annex 2 or Annex 3 of the Master ICO Agreement, as applicable.

9. The Contracting QP shall not be entitled to make any claim under this Appendix 1 in any of the following circumstances:
- (a) Where the Connection (or as the case may be, Modification to the existing Connection) is disconnected and/or reconnected by reason of it being suspended pursuant to the ICO Agreement and such suspension is not due to Nucleus Connect's fault;
  - (b) Fault due to any equipment, software, wiring and/or cabling owned or operated by or on behalf of the Contracting QP;
  - (c) The provision of the Connection (or as the case may be, Modification to the existing Connection) where any site coordinating meeting, joint investigation meeting or fault identification coordination meeting is involved, except where (i) the fault is due to Nucleus Connect and (ii) the Contracting QP has not contributed to any delay in setting up the meeting. Notwithstanding the aforesaid, in determining whether or not Nucleus Connect has met the applicable Prescribed SAP or SAP (as the case may be), the time taken from the start of arranging any site-coordination meeting, joint investigation meeting or fault identification coordination meeting up to the conclusion of the meeting, shall be always excluded;
  - (d) Where permission to access the premises or building to provision the required service is denied or delayed by End-User or building management/owner despite Nucleus Connect using its best efforts to expeditiously remedy such denial or delay; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to expeditiously remedy such denial or delay, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from NetLink Trust, Nucleus Connect will provide such evidence only upon receiving the same from NetLink Trust;
  - (e) (Without prejudice to sub-paragraph (d) above) Nucleus Connect is unable to obtain or maintain any licence or permission necessary to the provision of the Connection (or as the case may be, Modification to the existing Connection) despite using its best efforts to obtain expeditiously or maintain such licence or permission. Notwithstanding the aforesaid, in determining whether or not Nucleus Connect has met the applicable Prescribed SAP or SAP (as the case may be), the time taken by Nucleus Connect to obtain or maintain such licence or permission shall be always excluded; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to obtain or maintain such licence or permission, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from NetLink Trust, Nucleus Connect will provide such evidence only upon receiving the same from NetLink Trust;
  - (f) Where Nucleus Connect has difficulty accessing or working in the building or End-User's Premises due to such building or Premises being inaccessible, in unsafe working condition or in any other inadequate or deficient state despite using its best efforts to expeditiously remedy such difficulties; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to expeditiously remedy such difficulties, Nucleus Connect will provide evidence that it has used such best

efforts and provided further that where such evidence is to be obtained from NetLink Trust, Nucleus Connect will provide such evidence only upon receiving the same from NetLink Trust;

- (g) Where the Contracting QP requests the deferment of the activation date of the Connection (or as the case may be, the Modification to the existing Connection);
  - (h) Where the building which was initially under the coverage of the NetCo Network has been reconstructed and NetLink Trust has to reinstall the NetCo Network to the building;
  - (i) Where the provision of the required Basic Mandated Service requires the co-operation/assistance of the Contracting QP and/or a third party for the purpose of compliance with safety regulations and procedures, and completion of the network readiness process. For the avoidance of doubt, Nucleus Connect's suppliers and/or contractors shall not be considered as third parties;
  - (j) Where Nucleus Connect's inability to activate a Connection or a Modification to an existing Connection within the applicable Prescribed SAP or SAP (as the case may be) is attributable to matters that are not within Nucleus Connect's control, including without limitation, the action or inaction of the Contracting QP and/or a third party service provider, or failure of Contracting QP and/or third party equipment or Network. For the avoidance of doubt, Nucleus Connect's suppliers and/or contractors shall not be considered as third parties;
  - (k) Notwithstanding sub-paragraph (j) above, where Nucleus Connect's inability to activate a Connection or a Modification to an existing Connection within the applicable Prescribed SAP or SAP (as the case may be) is attributable to NetLink Trust but Nucleus Connect is not entitled to make a claim therefor against NetLink Trust; and
  - (l) Where the Order for the Connection (or as the case may be, Modification to the existing Connection) is cancelled for any reason.
10. The remedy provided in this Appendix 1 is a genuine pre-estimate of the Contracting QP's loss and will be sole and exclusive remedy available to the Contracting QP, and Nucleus Connect's sole and exclusive liability to the Contracting QP, for Nucleus Connect's failure to activate any Connection or any Modification to an existing Connection within the applicable Prescribed SAP or SAP (as the case may be).
11. The failure to activate a Connection or a Modification to an existing Connection within the applicable Prescribed SAP or SAP (as the case may be) shall not constitute a breach of contract by Nucleus Connect.



## APPENDIX 2

### Service Level Guarantees

1. Subject to paragraph 2 of this Appendix 2, Nucleus Connect offers a service level availability at 99.95% per month (“**SLA**”).

2. The SLA is calculated in the following manner:

$$\frac{((\text{Total Available Time for the Month} - \text{Total Downtime for the Month}) / \text{Total Available Time for the Month}) \times 100\%}{}$$

where:

“**Total Available Time for the Month**” means the sum of all minutes in the calendar month multiplied by the total number of Connections subscribed by the Contracting QP.

“**Total Downtime for the Month**” is defined as the sum of all minutes in the calendar month in which the total number of Connections subscribed by the Contracting QP are unavailable and the Contracting QP had submitted a claim to Nucleus Connect in accordance with this Appendix 2 in respect of such unavailable Connections. Where the Fault lies within Nucleus Connect’s Network or equipment, or the Network or equipment of Nucleus Connect’s contractors and/or suppliers, Total Downtime for the Month shall be calculated from the time such unavailable Connections are reported by the Contracting QP to the time that they are restored.

3. If Nucleus Connect fails to meet the SLA in a particular month (the “**Relevant Month**”), and subject to paragraphs 4 and 6 of this Appendix 2, Nucleus Connect will grant to the Contracting QP a rebate of five percent (5%) of the Monthly Recurring NC Charge for the Affected Connection(s) for the Relevant Month. The amount of the rebate will be credited into the Contracting QP’s account after it has been processed by Nucleus Connect and will be reflected in the next invoice issued by Nucleus Connect to the Contracting QP in accordance with Nucleus Connect’s billing cycle.

4. In order for the Contracting QP to be granted the rebate referred to in paragraph 3 of this Appendix 2, it shall submit a claim therefor within thirty (30) days of the completion of the relevant calendar month on which the SLA was measured. The Contracting QP acknowledges and agrees that a failure to make a claim within the said thirty (30) - day period means that the Contracting QP waives any entitlement to the SLA payment in respect of that claim.

5. If the Contracting QP disputes Nucleus Connect’s record on the service level and/ or the amount of rebate, the Contracting QP shall not be entitled to be credited with any rebate until and unless the dispute has been resolved. Disputes shall be resolved in accordance with Annex 2 or Annex 3 of the Master ICO Agreement, as applicable.

6. The Contracting QP shall not be entitled to make any claim under this Appendix 2 in any of the following circumstances:

(a) the Affected Connection is disconnected and/ or reconnected by reason of it being suspended pursuant to the ICO Agreement and such suspension is not due to Nucleus Connect’s fault;

(b) Fault due to any equipment, software, wiring and/ or cabling owned or operated by the Contracting QP;

- (c) the provision or restoration of the Affected Connection where any site coordinating meeting, joint investigation meeting or fault identification coordination meeting is involved, except where (i) the fault is due to Nucleus Connect and (ii) the Contracting QP has not contributed to any delay in setting up the meeting. Notwithstanding the aforesaid, in determining whether or not Nucleus Connect has met the SLA, the time taken from the start of arranging any site-coordination meeting, joint investigation meeting or fault identification coordination meeting up to the conclusion of the meeting, shall be always excluded;
- (d) where permission to access the premises or building to provision the required service is denied or delayed by End-User or building management/owner despite Nucleus Connect using its best efforts to expeditiously remedy such denial or delay; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to expeditiously remedy such denial or delay, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from NetLink Trust, Nucleus Connect will provide such evidence only upon receiving the same from NetLink Trust;
- (e) (without prejudice to sub-paragraph (d) above) Nucleus Connect is unable to obtain or maintain any licence or permission necessary to the provision or restoration of the Affected Connection despite using its best efforts to obtain expeditiously or maintain such licence or permission. Notwithstanding the aforesaid, in determining whether or not Nucleus Connect has met the SLA, the time taken by Nucleus Connect to obtain or maintain such licence or permission shall be always excluded; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to obtain or maintain such licence or permission, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from NetLink Trust, Nucleus Connect will provide such evidence only upon receiving the same from NetLink Trust;
- (f) where Nucleus Connect has difficulty accessing or working in the building or End-User's Premises due to such building or Premises being inaccessible, in unsafe working condition or in any other inadequate or deficient state despite using its best efforts to expeditiously remedy such difficulties; provided that in the event that the Contracting QP raises a dispute as to whether or not Nucleus Connect has used its best efforts to expeditiously remedy such difficulties, Nucleus Connect will provide evidence that it has used such best efforts and provided further that where such evidence is to be obtained from NetLink Trust, Nucleus Connect will provide such evidence only upon receiving the same from NetLink Trust;
- (g) delay in provision or restoration of the Affected Connection caused by events beyond Nucleus Connect's control, including without limitation, the act, default or omission of the Contracting QP and/or any third party and failure of the Contracting QP and/or third party equipment or Network. For the avoidance of doubt, Nucleus Connect's suppliers and/or contractors shall not be considered as third parties;
- (h) notwithstanding sub-paragraph (g) above, delay in provision or restoration of the Affected Connection is attributable to NetLink Trust but Nucleus Connect is not entitled to make a claim therefor against NetLink Trust;
- (i) Faults in Nucleus Connect's Network for which the Contracting QP has not reported a Fault;

- (j) Fault is reported by the Contracting QP but no Fault is found or confirmed by Nucleus Connect;
  - (k) Nucleus Connect is required to carry out scheduled service interruption and the Contracting QP has been informed of such service interruption by Nucleus Connect in accordance with Clause 5.5 of the main body of the Master ICO Agreement; and
  - (l) Nucleus Connect is fulfilling requests made by Government agencies, private developers or other relevant parties in connection with events beyond Nucleus Connect's reasonable control.
7. The Contracting QP acknowledges and agrees that the remedy provided herein is a genuine pre-estimate of the Contracting QP's loss and will be sole and exclusive remedy available to the Contracting QP, and Nucleus Connect's sole and exclusive liability to the Contracting QP, for Nucleus Connect's failure to meet the SLA.
8. The failure to meet the SLA shall not constitute a breach of contract by Nucleus Connect.

### APPENDIX 3

#### Remedy Framework For Errors in Mandated Services Information

##### Residential Per-End-User Connections

1. Where Nucleus Connect has informed the Contracting QP that a Residential Premises has been installed with a First Termination Point and a valid Residential Per-End-User Connection Order has been submitted by the Contracting QP for such a Residential Premises but it is subsequently found by Nucleus Connect that the said Residential Premises has actually not been installed with the First Termination Point (due to an error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers), then Nucleus Connect shall provision the Residential Per-End-User Connection Service on the same terms and conditions as if the First Termination Point had been installed at the said Residential Premises.
  2. (a) Where a valid Residential Per-End-User Connection Order (the “**Original REUC Order**”) submitted by the Contracting QP is for a Non-Residential Premises (due to an error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers), then Nucleus Connect shall duly inform the Contracting QP of the following (upon Nucleus Connect being aware or notified by its contractors or suppliers of such error):
    - (i) the nature of such error; and
    - (ii) the option to either (x) cancel the Original REUC Order OR (y) revise the Original REUC Order (the “**Revised NREUC Order**”) in respect of the said Non-Residential Premises.
  - (b) Upon the Contracting QP confirming to Nucleus Connect that it wishes to proceed with the Revised NREUC Order, Nucleus Connect will commence to deliver the service to the Contracting QP, subject to the following:
    - (i) any Charges imposed by Nucleus Connect shall follow the rates for a Non-Residential Per-End-User Connection; Provided That Nucleus Connect shall grant a monthly rebate of \$15 to the Contracting QP for the first twelve (12) months of the service. Save as aforesaid, the terms and conditions applicable to a Non-Residential Per-End-User Connection shall apply to the service; and
    - (ii) the SAP Start Date for the Revised NREUC Order shall commence from the date of receipt of the Original REUC Order; provided that for the avoidance of doubt, any time taken by the Contracting QP to consider whether or not to proceed with the Revised NREUC Order shall be excluded from the computation of any period of service delivery delay.
  - (c) Nucleus Connect will not impose any cancellation charge or additional charges on the Contracting QP in respect of the cancellation or (as the case may be) revision of the parameters of the Original REUC Order.
3. (a) Where a valid Residential Per-End-User Connection Order submitted by the Contracting QP is for a Residential Premises that is not actually a covered site but is listed as such (due to an error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers), then Nucleus Connect shall duly inform the Contracting QP of the nature of such error upon being aware or notified by its contractors or suppliers of the same.

Nucleus Connect shall have the right to reject the said Order; Provided That Nucleus Connect shall grant to the Contracting QP a one-time rebate of \$7.50.

- (b) For the avoidance of doubt:
  - (i) nothing in this paragraph 3 shall prejudice Nucleus Connect's right to reject an Order pursuant to paragraph 5.5 of the main body of these General Service Terms and Conditions:
  - (ii) Nucleus Connect's right to reject an Order pursuant to paragraph 5.5 of the main body of these General Service Terms and Conditions shall not prejudice the Contracting QP's right to the remedy as set out in sub-paragraph (a) above in respect of the said Order, except if/where the Order is rejected due to the Contracting QP's fault.
- 4. (a) Where Nucleus Connect receives a valid Residential Per-End-User Connection Order for a Residential Premises that already has a Termination Point installed in the said Residential Premises but is not listed as covered site in its Mandated Services Information within the Relevant Timeframe (due to an error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers), then Nucleus Connect shall (subject to sub-paragraph (b) below):
  - (i) provision the Residential Per-End-User Connection Service on the same terms and conditions as if the said Residential Premises had been listed as a covered site; and
  - (ii) grant to the Contracting QP a one-time rebate of \$7.50.

**"Relevant Timeframe"** means a reasonable timeframe from the date of the installation of the Termination Point in the said Residential Premises; such timeframe to be made known to the Contracting QP via the RSP Portal.

- (b) Sub-paragraph (a) shall not be applicable to any Residential Premises which have been pre-installed with a Termination Point during the construction of such Residential Premises. Nucleus Connect shall inform the Contracting QP of such Residential Premises, the timeframe by which the Termination Point would be made available for service availability and the reasons for the delay of service availability, to the extent that such information is available to Nucleus Connect.

#### Non-Residential Per-End-User Connections

- 5. (a) Where a valid Non-Residential Per-End-User Connection Order (the **"Original NREUC Order"**) submitted by the Contracting QP is for a Residential Premises (due to an error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers), then Nucleus Connect shall duly inform the Contracting QP of the following (upon Nucleus Connect being aware or notified by its contractors or suppliers of such error):
  - (i) the nature of such error;
  - (ii) the option to either (x) cancel the Original NREUC Order OR (y) revise the Original NREUC Order (the **"Revised REUC Order"**) in respect of the said Residential Premises.

- (b) Upon the Contracting QP confirming to Nucleus Connect that it wishes to proceed with the Revised REUC Order, Nucleus Connect will commence to deliver the service to the Contracting QP, subject to the following:
    - (i) any Charges imposed by Nucleus Connect shall follow the rates for a Residential Per-End-User Connection. The terms and conditions applicable to a Residential Per-End-User Connection shall apply to the service; and
    - (ii) the SAP Start Date for the Revised REUC Order shall commence from the date of receipt of the Original NREUC Order; provided that for the avoidance of doubt, any time taken by the Contracting QP to consider whether or not to proceed with the Revised REUC Order shall be excluded from the computation of any period of service delivery delay.
  - (c) Nucleus Connect will not impose any cancellation charge or additional charges on the Contracting QP in respect of the cancellation or (as the case may be) revision of the parameters of the Original NREUC Order.
6. (a) Where a valid Non-Residential Per-End-User Connection Order submitted by the Contracting QP is for a Non Residential Premises that is not actually a covered site but is listed as such (due to an error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers), then Nucleus Connect shall duly inform the Contracting QP of the nature of such error upon being aware or notified by its contractors or suppliers of the same. Nucleus Connect shall have the right to reject the said Order; Provided That Nucleus Connect shall grant to the Contracting QP a one-time rebate of \$25.
- (b) For the avoidance of doubt:
- (i) nothing in this paragraph 6 shall prejudice Nucleus Connect's right to reject an Order pursuant to paragraph 5.5 of the main body of these General Service Terms and Conditions:
  - (ii) Nucleus Connect's right to reject an Order pursuant to paragraph 5.5 of the main body of these General Service Terms and Conditions shall not prejudice the Contracting QP's right to the remedy as set out in sub-paragraph (a) above in respect of the said Order, except if/where the Order is rejected due to the Contracting QP's fault.

Other Terms & Conditions

7. For the purposes of this Appendix 3:
- (a) where Nucleus Connect discovers any error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers, Nucleus Connect shall (subject to sub-paragraphs (c) and (d) below) inform the Contracting QP of the error and the correct Mandated Services information within one (1) Business Day of Nucleus Connect's discovery of the error;
  - (b) where Nucleus Connect is informed of any error in Mandated Services Information which is caused solely by Nucleus Connect, its contractors or suppliers, Nucleus Connect shall (subject to sub-paragraphs (c) and (d) below) inform the Contracting QP of the error and the correct Mandated

- Services information within three (3) Business Days of being informed of the error;
- (c) where it is necessary for Nucleus Connect to verify the error in Mandated Services Information with NetLink Trust, Nucleus Connect shall (subject to sub-paragraph (d) below) inform the Contracting QP of the error and the correct Mandated Services information within one (1) Business Day of NetLink Trust confirming to Nucleus Connect the existence of the error; and
  - (d) the timeframe(s) to inform the Contracting QP of any error in Mandated Services Information or the correct Mandated Services Information under sub-paragraphs (a) to (c) above shall exclude any delay caused by third parties beyond Nucleus Connect's control and not due to Nucleus Connect's default, such as building owners and/or management or the End-Users who do not co-operate in or obstruct Nucleus Connect's (or its contractors' or suppliers') site surveys or related checks;
  - (e) where the classification of a premises has been successfully changed from a Non-Residential Premises to a Residential Premises (or vice versa) upon the request of the Contracting QP, any error in the Mandated Services Information shall not apply; and
  - (f) paragraph 1.4 of the main body of these General Service Terms and Conditions shall not apply to this paragraph 7.
8. In order for the Contracting QP to be granted the rebates referred to in this Appendix 3, it shall submit a claim therefor within thirty (30) days of the completion of the relevant calendar month in which the rebate arises. The Contracting QP acknowledges and agrees that a failure to make a claim within the said thirty (30) - day period means that the Contracting QP waives any entitlement to the rebate.
9. If the Contracting QP disputes Nucleus Connect's record on the errors in Mandated Services Information and/ or the amount of rebate, the Contracting QP shall not be entitled to be credited with any rebate until and unless the dispute has been resolved. Disputes shall be resolved in accordance with Annex 2 or Annex 3 of the Master ICO Agreement, as applicable.
10. Subject to paragraphs 11 and 12 of this Appendix 3, the rebates provided in this Appendix 3 will be separate and independent from any other rebates or compensation which may be available against Nucleus Connect as set out in the ICO Agreement.
11. The Contracting QP acknowledges and agrees that the remedy provided herein is a genuine pre-estimate of the Contracting QP's loss and will be sole and exclusive remedy available to the Contracting QP, and Nucleus Connect's sole and exclusive liability to the Contracting QP, for errors or inaccuracies in Mandated Services Information.
12. Errors in Mandated Services Information shall not constitute a breach of contract by Nucleus Connect.

## APPENDIX 4

### Reclassification of Residential Premises and Non-Residential Premises

1. Reclassification from Residential Premises to Non-Residential Premises
  - 1.1 Where a premises was classified as a Residential Premises during the rollout of the NGNBN but has since undergone a change of premises type or the End-User claims that the premises is a Non-Residential Premises, the Contracting QP shall obtain from the End-User and keep a record of the necessary documentary evidence as proof of such change of premises type. Such documentary evidence shall consist of one or more of the following dated within the last three (3) months from the date of Order for Non-Residential Per-End-User Connection (or as the case may be, Order for L2 VPN Service, L3 VPN Service or E-LAN Service which is provided through a Non-Residential Service Port) submitted in the End-User's name:
    - (a) Telecommunication / Internet bill;
    - (b) Service and Conservancy bill from town council;
    - (c) Utilities bill from Singapore Power or any other service provider;
    - (d) Cable TV bill;
    - (e) Tenancy agreement for residence;
    - (f) Change of address as indicated on the National Registration Identity Card (NRIC); and
    - (g) any other document which may be requested by NetLink Trust.
  - 1.2 If the Contracting QP has the above documentary evidence to demonstrate that the End-User is entitled to Non-Residential Per-End-User Connection (or as the case may be, Order for L2 VPN Service, L3 VPN Service or E-LAN Service which is provided through a Non-Residential Service Port), the Contracting QP can request for reclassification of the premises via the Platform or the Manual Process.
  - 1.3 The Contracting QP will be informed via the Platform or the Manual Process within two (2) Business Days from the date of submission of request for reclassification, whether the reclassification is successful. Upon receiving the notification of a successful reclassification, the Contracting QP shall then submit the Order for Non-Residential Per-End-User Connection (or as the case may be, Order for L2 VPN Service, L3 VPN Service or E-LAN Service which is provided through a Non-Residential Service Port) in accordance with the General Service Terms and Conditions.
  - 1.4 Where Nucleus Connect requests for documentary evidence (which shall not be later than three (3) months from the date of request) under paragraph 1.1 of this Appendix 4 and the Contracting QP is unable to provide such evidence to support the change in the premises type to a Non-Residential Premises, Nucleus Connect shall be entitled to maintain or reclassify the premises type as a Residential Premises.
  - 1.5 If the Contracting QP disputes Nucleus Connect's decision to classify the premises as a Residential Premises, the Contracting QP may raise a dispute and the Parties shall use their best efforts to resolve the dispute within ten (10) Business Days or adopt such other process or timeframe as mutually agreed by the Parties.



2. Reclassification from Non-Residential Premises to Residential Premises
- 2.1 Where a premises was classified as a Non-Residential Premises during the rollout of the NGNBN but has since undergone a change of premises type or the End-User claims that the premises is a Residential Premises, the Contracting QP shall obtain from the End-User and keep a record of the necessary documentary evidence as proof of such change of premises type. Such documentary evidence shall consist of one or more of the following dated within the last three (3) months from the date of Order for Residential Per-End-User Connection (or as the case may be, Order for L2 VPN Service, L3 VPN Service or E-LAN Service which is provided through a Residential Service Port) submitted in the End-User's name:
- (a) Telecommunication / Internet bill;
  - (b) Service and Conservancy bill from town council;
  - (c) Utilities bill from Singapore Power or any other service provider;
  - (d) Cable TV bill;
  - (e) Tenancy agreement for residence;
  - (f) Change of address as indicated on the National Registration Identity Card (NRIC); and
  - (g) any other document which may be requested by NetLink Trust.
- 2.2 If the Contracting QP has the above documentary evidence to demonstrate that the End-User is entitled to Residential Per-End-User Connection (or as the case may be, Order for L2 VPN Service, L3 VPN Service or E-LAN Service which is provided through a Residential Service Port), the Contracting QP can request for reclassification of the premises via the Platform or the Manual Process.
- 2.3 The Contracting QP will be informed via the Platform or the Manual Process within two (2) Business Days from the date of submission of request for reclassification, whether the reclassification is successful. Upon receiving the notification of a successful reclassification, the Contracting QP shall then submit the Order for Residential Per-End-User Connection (or as the case may be, Order for L2 VPN Service, L3 VPN Service or E-LAN Service which is provided through a Residential Service Port) in accordance with the General Service Terms and Conditions.
- 2.4 Where Nucleus Connect requests for documentary evidence (which shall not be later than three (3) months from the date of request) under paragraph 1.1 of this Appendix 4 and the Contracting QP is unable to provide such evidence to support the change in the premises type to a Residential Premises, Nucleus Connect shall be entitled to maintain or reclassify the premises type as a Non-Residential Premises.
- 2.5 If the Contracting QP disputes Nucleus Connect's decision to classify the premises as a Non-Residential Premises, the Contracting QP may raise a dispute and the Parties shall use their best efforts to resolve the dispute within ten (10) Business Days or adopt such other process or timeframe as mutually agreed by the Parties.