

SERVICE SCHEDULE - PATCHING SERVICE

NUCLEUS CONNECT PTE. LTD.
INTERCONNECTION OFFER (ICO) AGREEMENT
SERVICE SCHEDULE – PATCHING SERVICE

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1. **INTRODUCTION**

- 1.1 This Service Schedule sets out the terms and conditions under which Nucleus Connect will provide the Contracting QP with the Patching Service (as defined below) and on which the Contracting QP may access or use the Patching Service.
- 1.2 This Service Schedule comprises the following:
- (a) the provisions herein; and
 - (b) Orders submitted by the Contracting QP in relation to this Service Schedule.
- 1.3 In the event of any inconsistency or conflict between the provisions herein and Orders submitted by the Contracting QP in relation to this Service Schedule, the provisions herein shall prevail.
- 1.4 The Master ICO Agreement, including the Annexes, shall apply unless and to the extent amended or supplemented by the provisions of this Service Schedule.
- 1.5 In this Service Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Service Schedule.

2. **DEFINITIONS AND INTERPRETATION**

- 2.1 Unless otherwise defined herein this Service Schedule, all terms and expressions used herein will be construed to have the same meanings as found in the Master ICO Agreement. Where a term or expression is defined specifically in this Service Schedule herein, the provisions herein shall prevail.

- 2.2 In this Service Schedule:

Fault	means a fault in connection with or arising out of the Patching Service;
Order	means an order in respect of the Patching Service submitted by the Contracting QP to Nucleus Connect;
Patching Location	has the meaning ascribed to it in paragraph 4.2;
Patch Panel	means a rack-mounted panel containing a group of sockets that is used to manually connect incoming and outgoing cables in order to establish connectivity between networking systems;
Patching Service	is described in paragraph 4.1; and
QP	means a Operating Company Qualifying Person who is a Facilities-Based Operator, a Services-Based Operator or Broadcasting Licensee.

- 2.3 In this Service Schedule, the reference to “third party” shall not include Nucleus Connect’s contractors and/or suppliers.

3. **COMMENCEMENT**

This Service Schedule shall commence with effect from the date that the Contracting QP first places an Order for a Patching Service, in accordance with paragraph 4 below.

4. **SERVICE REQUIREMENTS**

4.1 The Patching Service is a service provided by Nucleus Connect for the installation and maintenance of Patch Cables at the Patching Locations, for the sole purpose of enabling the Contracting QP to:

- (a) access Nucleus Connect's services; and
- (b) establish a connection between the Co-located Equipment of the Contracting QP to the Co-located Equipment of the same or another QP located in the same CO.

4.2 The Patching Locations referred to in paragraph 4.1 are:

- (a) NC CO;
- (b) OpenNet CO;
- (c) Building MDF Room;
- (d) FTTB Node;
- (e) Residential Premises;
- (f) Non-Residential Premises; and
- (g) NBAP 1st TP.

4.3 For the avoidance of doubt, the provision of space at Patching Locations and the physical access thereto must be acquired separately by the Contracting QP.

5. **ORDER HANDLING**

5.1 The Contracting QP may place an Order for the following purposes in accordance with paragraph 5.2:

- (a) to take up Patching Service(s); and/or
- (b) to terminate Patching Service(s).

5.2 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 this Service Schedule by email to 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 (and/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**").

5.3 Upon the submission by the Contracting QP of an Order to take up a Patching Service, the Contracting QP shall pay Nucleus Connect the applicable Charges as set out in paragraph 10, in accordance with the Master ICO Agreement.

- 5.4 The Contracting QP is responsible for the acts and omissions of its Authorised Users in connection with the Platform and the Manual Process.
- 5.5 All Orders received by Nucleus Connect will be processed by Nucleus Connect 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.
- 5.6 Nucleus Connect shall use the Platform to notify the Contracting QP if Nucleus Connect rejects any Order submitted by the Contracting QP pursuant to paragraph 5.7, or (only if the Platform is not in operation) shall send such notification 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. Any such rejection, and the reasons therefor, shall be notified to the Contracting QP as aforesaid within two (2) Business Days after Nucleus Connect’s receipt of such Order.
- 5.7 Subject to paragraph 5.8, the Contracting QP acknowledges and agrees that Nucleus Connect shall be entitled to reject any Order submitted by the Contracting QP in any of the following circumstances:
- (a) the requested activation date or deactivation date (as the case may be) set out in such Order is earlier than the date falling five (5) Business Days from the date such Order is submitted;
 - (b) where such Order is not in the prescribed form;
 - (c) where the information in such Order is illegible, inaccurate, incomplete or incorrect; and
 - (d) where the Contracting QP has committed a material breach of the ICO Agreement.
- 5.8 Where the Platform is in operation, the grounds in paragraphs 5.7(a) to 5.7(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 5.7(d) materialise, Nucleus Connect shall be entitled to reject such Order in which case this Service Schedule shall lapse, unless Nucleus Connect is separately providing Patching Services to the Contracting QP at the time, in which case this Service Schedule shall remain in force.

6. TAKING UP THE SERVICE

- 6.1 The Contracting QP shall pay Nucleus Connect the applicable Charges for Patching Service(s) provided by Nucleus Connect hereunder, as set out in paragraph 10, in accordance with the Master ICO Agreement.

7. PROVISIONING THE SERVICE

- 7.1 If an Order to take up a Patching Service is not rejected by Nucleus Connect, Nucleus Connect will, subject to paragraph 7.2, install the Patching Service within five (5) Business Days after:
- (a) Nucleus Connect’s receipt of such Order; or

- (b) if paragraph 7.2 is applicable, after Nucleus Connect and Contracting QP have mutually agreed on the third party charges, OpenNet's charges and/or ON Charges pursuant thereto,

unless otherwise specified in such Order and agreed by Nucleus Connect.

- 7.2 Prior to installing the Patching Service pursuant to paragraph 7.1 or removal of the Patching Service, if required by Nucleus Connect, Nucleus Connect and the Contracting QP shall agree on the NC Charges, third party charges (including building owner's or management committee's charges) and/or OpenNet's charges that are reasonably necessary for Nucleus Connect to incur in order for Nucleus Connect to undertake such installation or removal (such agreement not to be unreasonably delayed or withheld by each Party). Such agreed NC Charges, third party charges and/or OpenNet's charges shall be passed on to the Contracting QP and borne entirely by the Contracting QP. If Nucleus Connect and the Contracting QP are not able to mutually agree on such NC Charges, third party charges and/or OpenNet's charges 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 Nucleus Connect shall be entitled not to proceed with the installation or removal of the Patching Service and shall not be liable to the Contracting QP therefor. Where Nucleus Connect does not proceed with the installation of the Patching Service, this Service Schedule shall lapse, unless Nucleus Connect is separately providing Patching Services at the time, in which case this Service Schedule shall remain in force. In addition, in situations where OpenNet requires Nucleus Connect to agree on certain ON Charges and Nucleus Connect intends to on-pass such ON Charges to the Contracting QP, Nucleus Connect and the Contracting QP shall also agree on such ON Charges before Nucleus Connect proceeds to incur such ON Charges, and such agreement shall not to be unreasonably delayed or withheld by each Party.

- 7.3 As part of the Patching Service, Nucleus Connect will carry out the following:

- (a) perform the physical connection of Patch Cables between Nucleus Connect's FDF to the Contracting QP's FDF at the Patching Locations, as indicated by the Contracting QP in its Order; or
- (b) perform the physical connection of Patch Cables between the FDF of the Contracting QP to the FDF of another QP located at the same Patching Location, as indicated by the Contracting QP in its Order; and
- (c) provision and install the Patch Cables, where there are no Patch Cables existing at the time.

In the case of sub-paragraph (c) above, Nucleus Connect shall remain at all times the owner of Patch Cables deployed through the Network.

- 7.4 The Patching Service commences on the date of installation of the Patch Cable and continues until the earlier of the following events:
- (a) the expiry or termination of the Co-location Service in respect of the Co-located Equipment at the relevant NC CO to which the Patch Cable is connected. In the case of Patching Locations other than a NC CO, the Contracting QP shall be obliged to promptly notify Nucleus Connect if the Contracting QP is no longer able to house its equipment at the Patching Locations; or

- (b) termination of the relevant Mandated Services for which the Patching Service is provided.

7.5 The Contracting QP acknowledges and agrees that:

- (a) Nucleus Connect will not be responsible for any equipment and software used by the Contracting QP to receive or use the Patching Services. Nucleus Connect will also not be responsible for any loss or damage caused by or as a result of the use of such equipment or software, whether in conjunction with the Patching Services or not;
- (b) where the Patching Service is sought by the Contracting QP in relation to connecting to the Co-located Equipment of another QP, the Contracting QP shall maintain the necessary authorization from the other QP for the duration of the connection; and
- (c) 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 the Patching Service is 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 Patching Service will create any warranty not expressly set out herein.

8. **TERMINATION OF THE SERVICE**

8.1 The Contracting QP shall pay Nucleus Connect the applicable Charges for the termination of any Patching Service as set out in paragraph 10, in accordance with the Master ICO Agreement.

8.2 Upon the expiry of termination of a Patching Service:

- (a) the Contracting QP must immediately discontinue the use of such Patching Service; and
- (b) Nucleus Connect will remove the Patch Cables in relation to such Patching Service on the requested deactivation date as set out in such Order.

8.3 Upon the expiry of termination of a Patching Service, this Service Schedule shall lapse, unless Nucleus Connect is separately providing another Patching Service(s) to the Contracting QP at the time, in which case this Service Schedule shall remain in force.

9. **FAULT MANAGEMENT AND RECTIFICATION**

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.

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 or equipment, 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 (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 endeavours 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 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, the Contracting QP shall pay to Nucleus Connect the applicable charges in respect of such joint investigation as set out in paragraph 10. For the avoidance of doubt, 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 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 paragraph 10. For the avoidance of doubt, any charges imposed by Nucleus Connect’s suppliers and contractors shall not be borne by the Contracting QP.
- 9.7 The Fault shall be deemed to be rectified when Nucleus Connect has tested and confirmed to the Contracting QP that it has been rectified.
- 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.

10. **CHARGES**

- 10.1 The Charges in relation to the provision of the Patching Service are set out in this paragraph 10. All such Charges are for work done by Nucleus Connect between 9am to 5pm on a Business Day, unless otherwise stated.

10.2 Ordering Charge

Upon the submission by the Contracting QP of an Order to take up a Patching Service, a non-refundable, one-time charge of \$100 shall be imposed on the Contracting QP.

10.3 Installation Charge

Upon the installation of the Patching Service by Nucleus Connect, the following Charges shall be imposed on the Contracting QP:

- (a) the following NC Charges:
 - (i) a non-refundable, one-time NC Charge of \$40 per patch point;
 - (ii) if as part of the installation of the Patching Service:
 - (I) Nucleus Connect provides Patch Cables, the cost of providing such Patch Cables shall be imposed on the Contracting QP on a cost-oriented basis; and
 - (II) Nucleus Connect is requested by the Contracting QP to provide equipment such as FDF, Patch Panel, power sockets, etc, the cost of providing such equipment shall be imposed on the Contracting QP on a cost-oriented basis.

For the avoidance of doubt, the NC Charge set out in sub-paragraph (ii)(II) above will apply if the Contracting QP has such requirement and has requested Nucleus Connect to do so.

- (b) ON Charges, except those ON Charges which would be subject to paragraph 10.3(d), which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such installation;
- (c) any Third Party Charges which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such installation; and
- (d) any other third party charges, OpenNet's charges and/or ON Charges agreed pursuant to paragraph 7.2 which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such installation.

10.4 Removal Charge

Upon the expiry or termination of a Patching Service, the following Charges shall be imposed on the Contracting QP:

- (a) a non-refundable, one-time NC Charge of \$40 per patch point;
- (b) ON Charges, except those ON which would be subject to paragraph 10.4(d), which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such expiry or termination;
- (c) any Third Party Charges which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such expiry or termination; and
- (d) any other third party charges, OpenNet's charges and/or ON Charges agreed pursuant to paragraph 7.2 which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such expiry or termination.

Application Form

Patching Service



ATTN: NUCLEUS CONNECT, ORDER DESK FACSIMILE NO. : (65) 6808 2820 EMAIL: orderdesk@nucleusconnect.com	
Business Customer Information	
Company Details	Authorised Officer Particulars
Name of Firm/Company as in RCB:	Name of Authorised Officer as in NRIC/PASSPORT/FIN*. Please underline surname. (Dr/Mr/Miss/Mrs/Mdm):
Registered Address as in RCB:	NRIC/PASSPORT/FIN* No. of Authorised Officer (Dr/Mr/Miss/Mrs/Mdm):
	E-mail of Authorized Officer:
Main Office Contact No.:	Designation:
Main Office Fax No.:	Contact No. (Office):
Business Registration Number (BRN):	Contact No. (Fax):
Account Information (For New Accounts, please refer to www.nucleusconnect.com for instruction to sign up Nucleus Connect's Services)	<input type="checkbox"/> Account Number:
Customer Reference ID : (This ID is issued by customer for their internal reference of the service that is set out in this application form)	

Billing Details (If different from Business Customer Information)	
Company Name:	Billing Address :
City & Postal Code:	Country:
Contact Person Name (Billing):	Customer Contact Number :
Customer Fax Number:	E-mail:

* Please select where appropriate

Customer Technical Contact	
Installation Contact (for service delivery)	Operations/Technical Contact (after service delivery)
Name:	Name:
Telephone (O):	Telephone (O):
Mobile:	Mobile:
Email:	Email:
Notification Mode: 24 Hours Daily <input type="checkbox"/> Office Hours (9am-5pm, Mon-Fri) <input type="checkbox"/>	Notification Mode: 24 Hours Daily <input type="checkbox"/> Office Hours (9am-5pm, Mon-Fri) <input type="checkbox"/>

Application Form

Patching Service



Instruction
A maximum of four (4) orders is allowed through one form submitted. Relevant charges will apply.
Installation of Patch Cable/FDF/Patch Panel etc
Describe the requirements here:

Patching			
<input type="checkbox"/> New <input type="checkbox"/> Deactivation <input type="checkbox"/> Existing Patching ID: _____	From: <input type="checkbox"/> Rack Ref: _____ <input type="checkbox"/> FDF Ref: _____ <input type="checkbox"/> MMR Ref: _____ <input type="checkbox"/> Other: _____	To: <input type="checkbox"/> Rack Ref: _____ <input type="checkbox"/> FDF Ref: _____ <input type="checkbox"/> MMR Ref: _____ <input type="checkbox"/> Other: _____	Activation/Deactivation Date [^] : _____ Installation Address: _____ <u>[Location, e.g. Address and Postal Code]</u>
<input type="checkbox"/> New <input type="checkbox"/> Deactivation <input type="checkbox"/> Existing Patching ID: _____	From: <input type="checkbox"/> Rack Ref: _____ <input type="checkbox"/> FDF Ref: _____ <input type="checkbox"/> MMR Ref: _____ <input type="checkbox"/> Other: _____	To: <input type="checkbox"/> Rack Ref: _____ <input type="checkbox"/> FDF Ref: _____ <input type="checkbox"/> MMR Ref: _____ <input type="checkbox"/> Other: _____	Activation/Deactivation Date [^] : _____ Installation Address: _____ <u>[Location, e.g. Address and Postal Code]</u>
<input type="checkbox"/> New <input type="checkbox"/> Deactivation <input type="checkbox"/> Existing Patching ID: _____	From: <input type="checkbox"/> Rack Ref: _____ <input type="checkbox"/> FDF Ref: _____ <input type="checkbox"/> MMR Ref: _____ <input type="checkbox"/> Other: _____	To: <input type="checkbox"/> Rack Ref: _____ <input type="checkbox"/> FDF Ref: _____ <input type="checkbox"/> MMR Ref: _____ <input type="checkbox"/> Other: _____	Activation/Deactivation Date [^] : _____ Installation Address: _____ <u>[Location, e.g. Address and Postal Code]</u>
<input type="checkbox"/> New <input type="checkbox"/> Deactivation <input type="checkbox"/> Existing Patching ID: _____	From: <input type="checkbox"/> Rack Ref: _____ <input type="checkbox"/> FDF Ref: _____ <input type="checkbox"/> MMR Ref: _____ <input type="checkbox"/> Other: _____	To: <input type="checkbox"/> Rack Ref: _____ <input type="checkbox"/> FDF Ref: _____ <input type="checkbox"/> MMR Ref: _____ <input type="checkbox"/> Other: _____	Activation/Deactivation Date [^] : _____ Installation Address: _____ <u>[Location, e.g. Address and Postal Code]</u>

Additional Requirement
Describe the requirements here:

* Please select where appropriate
 ^ Subject to confirmation by Nucleus Connect

Customer Signature		
We hereby agree to subscribe to the abovementioned services on the terms and subject to the conditions contained in the Master ICO Agreement and the Service Schedule for the abovementioned services, which terms and conditions shall apply upon Nucleus Connect's acceptance of this application. We certify that all information provided by us herein are true, correct and complete. Further, we agree that any cancellation of the abovementioned services may result in a charge to us at Nucleus Connect's prevailing rates.		
<u>Signature of Authorised Officer</u>	<u>Date</u>	<u>Company Stamp</u>
For Nucleus Connect Use		
<input type="checkbox"/> Application Rejected:	Reason for rejection: _____	
<input type="checkbox"/> Application Accepted	Service ID/s: _____	Work Order No.: _____
No. of pages attached (Excluding application forms): _____	Approval code: _____	Processed by (Name, Contact, Signature and Date) _____