

## SEVENTH SUPPLEMENTARY AGREEMENT

**THIS SEVENTH SUPPLEMENTARY AGREEMENT** is made \_\_\_\_\_ 2014  
between:

- (1) **NUCLEUS CONNECT PTE. LTD.**, a company incorporated under the laws of Singapore with its registered office at 3 Tai Seng Drive #04-01, Singapore 535216 ("**Nucleus Connect**")
- (2) **STARHUB LTD**, a company incorporated under the laws of Singapore with its registered office at 67 Ubi Avenue 1, #05-01 StarHub Green, Singapore 408942 ("**Contracting QP**")

(together, the "**Parties**" and each, a "**Party**").

### **WHEREAS:**

- (A) The Info-communications Development Authority of Singapore (the "**Authority**") has published a Singapore's Next Generation National Broadband Network ("**NGNBN**") Project Operating Company ("**OpCo**") Request for Proposal (the "**OpCo RFP**"). The OpCo RFP closed on 5 December 2008 and Nucleus Connect has been selected on 3 April 2009 as an OpCo to design, build and operate the active infrastructure of the NGNBN.
- (B) Under Nucleus Connect's Facilities-based Operator Licence issued by the Authority on 30 October 2009, the OpCo must offer certain mandated services to certain qualifying persons on the terms of an Interconnection Offer ("**ICO**"). Nucleus Connect's ICO was submitted approved by the Authority on 6 April 2010, with further amendments approved by the Authority on 19 April 2010, 21 July 2010, 6 October 2010, 14 March 2011, 25 April 2011, 1 November 2011, 4 May 2012, 12 March 2013 and 15 January 2014 (collectively, "**NC ICO**").
- (C) Further, the Parties entered into a customised NC ICO pursuant to which Nucleus Connect would supply certain mandated services to the Contracting QP on or about 16 August 2010, as amended and supplemented by mutual written agreement of the Parties (including the Supplementary Agreement dated 2 September 2010, the Second Supplementary Agreement dated 12 November 2012, the Third Supplementary Agreement dated 19 December 2012, the Fourth Supplementary Agreement dated 10 May 2013, the Fifth Supplementary Agreement dated 31 October 2013 and the Sixth Supplementary Agreement dated 5 May 2014) (collectively, the "**ICO Agreement**").
- (D) The Info-Communications Development Authority of Singapore ("**IDA**") has issued a tender (tender reference number: IDA (T)-1217) "**BULK TENDER FOR THE PROVISION OF SG-WAN BANDWIDTH SERVICES TO THE GOVERNMENT MINISTRIES/DEPARTMENTS, STATUTORY BOARDS, AND ORGANS OF STATE**" on November 2013 ("**IDA 1217 Tender**").
- (E) IDA has awarded the IDA 1217 Tender to the Contracting QP.
- (F) Upon and subject to the terms and conditions of this Supplementary Agreement, Nucleus Connect will provide certain Mandated Services to the Contracting QP for the purposes of enabling the Contracting QP to deliver the said NGNBN Services pursuant to the IDA 1217 Tender.

**NOW, THEREFORE**, in consideration of the mutual agreements and obligations set forth herein, the Parties hereby agree as follows:

## 1. DEFINITIONS

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

## 2. COMMENCEMENT DATE

- 2.1 Nucleus Connect shall submit to the Authority a copy of this Supplementary Agreement.
- 2.2 This Supplementary Agreement shall take effect on a date (the "**Commencement Date**") falling the later of:
- (i) the date on which this Supplementary Agreement is signed by both Parties; and
  - (ii) the date on which this Supplementary Agreement is approved by the Authority (or deemed approved by the Authority as provided for in the Code).

Notwithstanding anything in this Supplementary Agreement to the contrary, the Parties hereby acknowledge that this Supplementary Agreement will not be effective until approved by the Authority (or deemed approved by the Authority as provided for in the Code).

## 3. PRESCRIBED SAP FOR EPL-GIGABIT CONNECTIONS AND L3 VPN GIGABIT CONNECTIONS

- 3.1 The Prescribed SAPs in relation to taking up of new EPL-Gigabit Connections and L3 VPN Gigabit Connections are as follows:

### Standard SAP

Type of Connection	Standard SAP (from SAP Start Date)
i. EPL-Gigabit Connection in Annex A, Service Schedule for L2 VPN Service	15 Business Days (where there is sufficient network capacity in existing AE access)
ii. L3 VPN Gigabit Connection in Annex B, Service Schedule for L3 VPN Service	45 Business Days (where there is insufficient network capacity in existing AE access)

- 3.2 Save as expressly amended and supplemented by Clause 3.1, Appendix 1 of the General Service Terms and Conditions shall remain unchanged and in full force and effect.

#### 4. SERVICE SUPPORT AND MANAGEMENT

4.1 All Faults relating to the IDA 1217 Tender notified to Nucleus Connect pursuant to paragraph 9.2 of the General Service Terms and Conditions shall be logged and Nucleus Connect shall respond to the Fault as required. Save as expressly amended and supplemented by this Clause 4, the fault management and rectification process as set out in the General Service Terms and Conditions (including, without limitation, paragraphs 9.4 to 9.15 therein) shall apply.

4.2 Faults relating to the IDA 1217 Tender shall be classified as follows:

Priority Code	Definition	Target Response Timeline	Target Resolution Timeline
1	<p><u>G1 Services and G2 Services</u></p> <p>a) Total unavailability of connection (defined as the inability to function according to <i>Clause 2.1.1 of Part 2D G1 and G2 Technical, Implementation and Operation Requirements</i>).</p> <p>b) Total unreachability of all connected Sites within the Government VPNs due to issue(s) within the MPLS cloud.</p> <p>c) Intermittent / partial unreachability of all connected Sites within the Government VPNs lasting more than 4 hours due to issue(s) within the MPLS cloud.</p> <p>d) Deterioration in stability or performance of connection and/or device(s) lasting more than 15 minutes. (e.g. link-flaps, hardware failure)</p> <p>e) Route leakage to other VPN(s).</p> <p>f) Security incidents</p>	Within fifteen (15) minutes	Within two (2) hours

Priority Code	Definition	Target Response Timeline	Target Resolution Timeline
	<u>G3 Services</u> a) Total unavailability of connection (defined as the inability to function according to <i>Clause 4.3.1 of Part 2E G3 Services Requirements.</i> ) b) Deterioration in stability or performance of connection lasting more than 15 minutes.		
2	<u>G1 Services and G2 Services</u> a) Intermittent / partial unreachability of all connected Sites within the Government VPNs lasting no more than 4 hours due to issue(s) within MPLS cloud. b) Deterioration in stability or performance of connection and/or device(s) lasting no more than 15 minutes. (e.g. link-flaps, hardware failure) <u>G3 Services</u> a) Deterioration in stability or performance of connection lasting no more than 15 minutes.	Within thirty (30) minutes	Within four (4) hours

Table 1 - Incident Priority Codes and Definitions

Whilst Nucleus Connect will use its best commercial efforts to comply with the 'Target Response Timeline' and 'Target Resolution Timeline' stated above, Nucleus Connect will not be responsible or liable for any failure, delay or non-compliance with the 'Target Response Timeline' or (as the case may be) 'Target Resolution Timeline'. The SLA and MTTR regimes as set out in the ICO Agreement shall apply.

4.3 Nucleus Connect shall provide preliminary report and post incident review report (for Priority Code 1 and Priority Code incidents as stated above) within 24 hours and 48 hours respectively. Such reports will describe the Fault, root cause, corrective actions and preventive measures and will also capture the following information:

- a. Caller information (Name, Department, Telephone extension, location, email);
- b. Date and time of Fault reported;
- c. Type/Category/Sub-Category of Fault;
- d. Fault description;
- e. Details of Fault resolution;
- f. Date and time of response;
- g. Date and time of Fault resolution;
- h. Date and time of Fault closed; and
- i. Severity Level of Fault.

## 5. AMENDMENT OF SERVICE SCHEDULE FOR L2 VPN SERVICE

With effect from a date to be notified by Nucleus Connect to the Contracting QP, the Service Schedule for L2 VPN Service of the ICO Agreement shall be deleted in its entirety and substituted therefor by the new Service Schedule for L2 VPN Service as attached hereto as Annex A.

## **6. AMENDMENT OF SERVICE SCHEDULE FOR L3 VPN SERVICE**

With effect from a date to be notified by Nucleus Connect to the Contracting QP, the Service Schedule for L3 VPN Service of the ICO Agreement shall be deleted in its entirety and substituted therefor by the new Service Schedule for L3 VPN Service as attached hereto as Annex B.

## **7. ENTIRE AGREEMENT**

This Supplementary Agreement contains the whole agreement between the Parties with respect to the subject-matter herein and replaces all previous written or oral agreements relating to the subject-matter herein.

## **8. AMENDMENT AND REVIEW**

8.1 Except to the extent expressly amended and supplemented by this Supplementary Agreement, all terms and conditions of the ICO Agreement shall remain unchanged and in full force and effect. This Supplementary Agreement and the ICO Agreement shall be read and construed as one and the same document and this Supplementary Agreement shall be considered to be a part of the ICO Agreement. Without prejudice to the foregoing, where the context allows, references in the ICO Agreement to “the ICO Agreement” shall be read and construed as references to the ICO Agreement as amended and supplemented by this Supplementary Agreement.

8.2 For the avoidance of doubt, the Parties hereby acknowledge that they shall, if required by the Authority, amend this Supplementary Agreement to incorporate any additional or modified Duties Related to the Provision of Mandated Services as required by the Authority during the term of the ICO Agreement.

## **9. COUNTERPARTS**

This Supplementary Agreement may be signed in counterparts and by the Parties on separate counterparts, each of which when so executed shall be an original, but all counterparts shall together constitute one and the same document.

## **10. GOVERNING LAW**

The interpretation, validity and performance of this Supplementary Agreement shall be governed in all respects by the laws of the Republic of Singapore, including the Code.

**IN WITNESS WHEREOF** this Supplementary Agreement has been entered into on the date stated at the beginning.

Nucleus Connect

Signed by \_\_\_\_\_  
(Name of Signatory)  
for and on behalf of  
**NUCLEUS CONNECT PTE. LTD.**  
in the presence of:

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)  
(signature)  
Title:

(signature of witness)  
Name of Witness:  
Title:

Contracting QP

Signed by \_\_\_\_\_  
(Name of Signatory)  
for and on behalf of  
**STARHUB LTD**  
in the presence of:

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(signature)  
Title:

(signature of witness)  
Name of Witness:  
Title: