

ANNEX C

SERVICE SCHEDULE - E-LAN SERVICE

NUCLEUS CONNECT PTE. LTD.
INTERCONNECTION OFFER (ICO) AGREEMENT
SERVICE SCHEDULE – E-LAN SERVICE

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1. INTRODUCTION

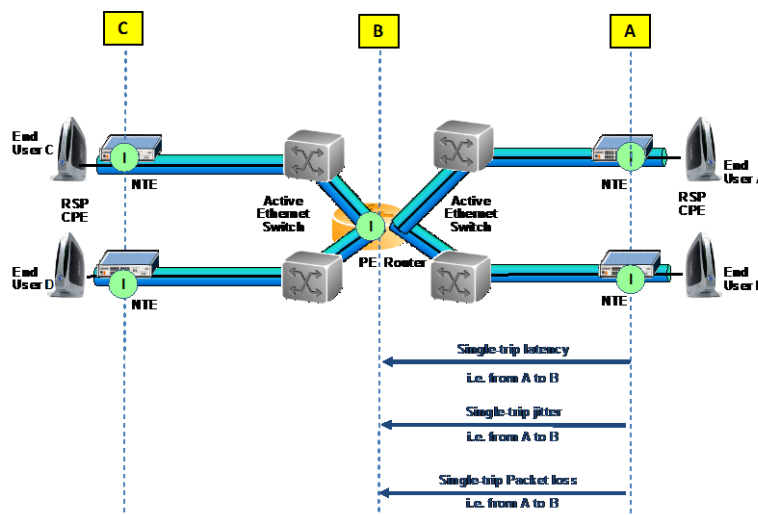
- 1.1 This Service Schedule sets out the terms and conditions under which Nucleus Connect will provide the service known as E-LAN Service (as defined below) to the Contracting QP.
- 1.2 This Service Schedule comprises the following:
- (a) the provisions herein;
 - (b) subject to paragraph 6, the General Service Terms and Conditions and the following Appendices:
 - (i) Appendix 1: Provisioning Timeframe;
 - (ii) Appendix 2: Service Level Guarantees; and
 - (c) 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, the General Service Terms and Conditions and Orders submitted by the Contracting QP in relation to this Service Schedule, the order of precedence shall be as follows:
- (a) the provisions herein;
 - (b) Orders submitted by the Contracting QP in relation to this Service Schedule; and
 - (c) the General Service Terms and Conditions.
- 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 and the General Service Terms and Conditions. Where a term or expression is defined specifically in this Service Schedule herein, the provisions herein shall prevail.
- 2.2 In this Service Schedule:
- | | |
|---------------------------|---|
| Approved Project Schedule | has the meaning ascribed to it in paragraph 6.1(d) or 6.1(f), as the case may be; |
| Class of Service or CoS | means any of the following class of service: <ul style="list-style-type: none">(a) Class A Real Time (Class A);(b) Class B Near Real Time (Class B);(c) Class C Mission Critical (Class C); or(d) Class D Best Effort (Class D), each of which is prescribed QoS parameters as set out in the table in paragraph 4.2(c); |

Committed Information Rate (CIR)	means the minimum bandwidth that Nucleus Connect guarantees over the A-B segment of the diagram in the definition of “QoS”, for each E-LAN Connection;
Downlink	means bandwidth in the downstream direction (from Aggregation Network to the End-User);
E-LAN Connection	means a layer 2 ethernet connection that allows End-Users to communicate transparently and directly with other End-Users within the same E-LAN Domain;
E-LAN Gigabit Connection	means a high speed (at least 1Gbps) layer 2 ethernet connection that allows End-Users to communicate transparently and directly with other End-Users within the same E-LAN Domain;
E-LAN Domain	means a virtual layer 2 transparent local area network that originate from the Contracting QP and allows any E-LAN Connection (or as the case may be, any E-LAN Gigabit Connection) to communicate with any other E-LAN Connection (or as the case may be, any E-LAN Gigabit Connection) whereby (a) each E-LAN Domain shall be uniquely provided to each Contracting QP and (b) the Contracting QP shall be able to acquire more than one E-LAN Domain but subject to the availability of Nucleus Connect’s Network resources. Each E-LAN Domain shall be configured with a Class of Service and a VLAN type/value (IEEE802.1q or IEEEQ-in-Q). Only E-LAN Connection (or as the case may be, any E-LAN Gigabit Connection) of the same Class of Service and VLAN type/value can join this E-LAN Domain;
E-LAN Service	means E-LAN Connection and/or E-LAN Service Port or (b) a E-LAN Gigabit Connection;
E-LAN Service Port	means the physical port whereby E-LAN Connection(s) (or as the case may be, E-LAN Gigabit Connection) will be delivered to the End-User;
NBAP E-LAN Service Port	has the meaning ascribed to it in paragraph 6.1;
Peak Information Rate (PIR)	means the maximum bandwidth that an E-LAN Connection can reach over the A-B segment of the diagram in the definition of “QoS”, in the absence of any sort of traffic aggregation, congestion or multiplexing;

Quality of Service or (QoS) means the service levels committed for ensuring delivery of services over the A-B segment of the diagram below, measured by Jitter, Latency and Packet Loss as set out in the table in paragraph 4.2(c);



Service Port ID means an identification number assigned by Nucleus Connect to an E-LAN Service Port that has been provisioned for the Contracting QP;

Symmetrical means equal bandwidth for Uplink and Downlink (between the End-User and the Aggregation Network); and

Uplink means bandwidth in the upstream direction (from the End-User to the Aggregation Network).

3. COMMENCEMENT

This Service Schedule shall commence with effect from the date that the Contracting QP first places an Order to take up an E-LAN Service, in accordance with the General Service Terms and Conditions.

4. SERVICE REQUIREMENTS

4.1 The Contracting QP shall place one (1) Order for each E-LAN Connection. For example, if the Contracting QP wishes to take up two (2) E-LAN Connections, the Contracting QP shall submit two (2) separate Orders.

4.2 When placing an Order for an E-LAN Connection, the Contracting QP shall be required to:

- (a) Specify one (1) E-LAN Service Port type and the address of the installation location, except that where any such installation location is an NBAP, the Contracting QP is required to provide Global Positioning System (GPS) co-ordinates and description of such installation location. The E-LAN Service Port may be new or then existing and if the latter, the Contracting QP shall be required to specify the Service Port ID in respect of such E-LAN Service Port. The E-LAN Service Port type is either Fast Ethernet (“**FE Service Port**”) or Gigabit Ethernet (“**GE Service Port**”).

For FE Service Port(s), each E-LAN Connection will have a Symmetrical PIR of 100Mbps.

For GE Service Port(s), each E-LAN Connection will have a Symmetrical PIR of 1Gbps.

In the case of multiple E-LAN Connections sharing the same E-LAN Service Port, the number of Media Access Control (MAC) addresses that can be configured per E-LAN Connection is two (2). Additional MAC addresses may be configured per E-LAN Connection subject to the availability of Nucleus Connect's Network resources.

- (b) Specify the following Network protocol options:
- (i) VLAN (IEEE 802.1q), VLAN(IEEEQ-in-Q) or without VLAN. In the case of multiple E-LAN Connections sharing the same E-LAN Service Port, the maximum number of VLANs that can be configured per E-LAN Service Port is sixteen (16); and
 - (ii) E-LAN Domain.

Each E-LAN Connection can only be connected to one (1) E-LAN Domain of the same Class of Service and VLAN type/value, at all times.

- (c) Subscribe to only one (1) Class of Service for such E-LAN Connection and indicate the total Symmetrical CIR it wishes to purchase in blocks of 5Mbps, provided that:
- (i) the Symmetrical CIR for such Class of Service shall be no more than 100Mbps for FE Service Port, and 1Gbps for GE Service Port;
 - (ii) such Class of Service shall have a minimum Symmetrical CIR of 25Mbps; and
 - (iii) where there are multiple E-LAN Connections sharing the same E-LAN Service Port, the aggregate Symmetrical CIR for such E-LAN Connections shall be no more than 100Mbps for FE Service Port, and 1Gbps for GE Service Port.

The Contracting QP may subsequently from time to time, increase or decrease the Symmetrical CIR of the Class of Service subscribed for such E-LAN Connection, in blocks of 5Mbps, provided that sub-paragraphs (i) to (iii) above are complied with. Such increase or decrease of Symmetrical CIR shall constitute a Modification for which the Contracting QP shall be required to submit an Order pursuant to and in accordance with the General Service Terms and Conditions.

The tables below show the performance parameters of the Classes of Services for E-LAN Connection.

Class Of Service	Jitter	Latency	Packet Loss
Class A Real Time	1ms	8ms	0.1%
Class B Near Real Time	1ms	15ms	0.1%

Class C Mission Critical	4ms	20ms	0.05%
Class D Best Effort	Best Effort	60ms	Best Effort

- 4.3 If the Contracting QP injects traffic into any E-LAN Connection which exceeds the Symmetrical CIR purchased pursuant to paragraph 4.2(c), the Contracting QP acknowledges and agrees that notwithstanding that Nucleus Connect will endeavour to deliver such excess traffic, such delivery is not guaranteed. For the avoidance of doubt, the Contracting QP shall not be able to inject traffic into any E-LAN Connection which exceeds the PIR as set out in paragraph 4.2(a).
- 4.4 In the case where the Contracting QP sends out MAC-layer multicast traffic into an E-LAN Connection, such traffic shall be allowed to pass through transparently through Nucleus Connect's Network and the subscribed Class of Service shall apply accordingly.
- 4.5 Only one Class of Service and VLAN type/value is supported per E-LAN Connection. An E-LAN Service Port can support multiple E-LAN Connections to different E-LAN Domains.
- 4.6 The Contracting QP must adhere to Nucleus Connect's QoS tagging scheme when sending or receiving data traffic through any E-LAN Connection from the relevant Service Port(s). Such QoS tagging scheme requires the use of priority bit value 5 for Class A, priority bit value 4 for Class B, priority bit value 2 for Class C and priority bit value 1 for Class D.
- 4.7 In relation to any E-LAN Service taken up by the Contracting QP, if the Contracting QP wishes to:
- (a) change the then existing E-LAN Service Port type in respect of such E-LAN Service (from FE Service Port to GE Service Port or vice versa); and/or
 - (b) change the Class of Service for the then existing E-LAN Domain,
- each such event shall constitute a Modification for which the Contracting QP shall be required to submit an Order pursuant to and in accordance with the General Service Terms and Conditions.

Requirements for E-LAN Gigabit Connections

- 4.8 When placing an Order for an E-LAN Gigabit Connection, the Contracting QP shall be required to:
- (a) Place one (1) Order for each E-LAN Gigabit Connection. For example, if the Contracting QP wishes to take up two (2) E-LAN Gigabit Connections, the Contracting QP shall submit two (2) separate Orders.
 - (b) (Subject to paragraphs 4.14 and 4.15) Specify the E-LAN Service Port (GE (1Gbps or 10Gbps) Service Port for Non-Residential Premise type only) and the addresses of the installation locations. The installation locations shall be Non-Residential Premises only. The underlying access technology for such E-LAN Service Port shall be based on AE. If pursuant to the Contracting QP's request, Nucleus Connect is not able to provide such E-LAN Gigabit Connection based on AE, Nucleus Connect shall be entitled to reject the Order for the E-LAN Gigabit Connection, but shall not impose any charges on the Contracting QP in respect of the rejection of such Order.

If there is available capacity in the existing 10Gbps E-LAN Service Port to provision the requested E-LAN Gigabit Connection, Nucleus Connect shall be entitled to reject the Contracting QP's request for a new E-LAN Service Port.

- (c) Specify the following Network protocol options:
- (i) VLAN (IEEE 802.1q), VLAN(IEEEQ-in-Q) or without VLAN. In the case of multiple E-LAN Gigabit Connections sharing the same E-LAN Service Port, the maximum number of VLANs that can be configured per E-LAN Service Port is sixteen (16); and
 - (ii) E-LAN Domain.

Each E-LAN Gigabit Connection can only be connected to one (1) E-LAN Domain of the same Class of Service and VLAN type/value, at all times.

- (d) Subscribe to only one (1) Class of Service for such E-LAN Gigabit Connection. Each E-LAN Gigabit Connection shall have a minimum Symmetrical PIR/CIR of 1Gbps. The Contracting QP may subsequently from time to time, increase or decrease the Symmetrical PIR/CIR of the Class of Service subscribed for such E-LAN Gigabit Connection, in blocks of 500Mbps, provided that the E-LAN Service Ports are of the 10Gbps type. Such increase or decrease of Symmetrical PIR/CIR shall constitute a Modification for which the Contracting QP shall be required to submit an Order pursuant to and in accordance with the General Service Terms and Conditions.

The Contracting QP may subsequently from time to time, change the Class of Service subscribed for such E-LAN Gigabit Connection. Such changes shall constitute a Modification for which the Contracting QP shall be required to submit an Order pursuant to and in accordance with the General Service Terms and Conditions.

The table below sets out the performance parameters of the Classes of Services for E-LAN Gigabit Connection.

Class Of Service	Jitter	Latency	Packet Loss
Class A Real Time	1ms	8ms	0.1%
Class B Near Real Time	1ms	15ms	0.1%
Class C Mission Critical	4ms	20ms	0.05%
Class D Best Effort	Best Effort	60ms	Best Effort

- 4.9 In relation to any E-LAN Gigabit Connection taken up by the Contracting QP, if the Contracting QP wishes to:

- (a) Upgrade E-LAN Service Port from 1Gbps to 10Gbps, such upgrade shall not be a Modification but shall constitute:
 - (i) an Order for the Deactivation of the 1Gbps E-LAN Service Port, whereupon all Deactivation Charges shall apply, and Nucleus Connect will waive any applicable Early Termination Charge payable by the Contracting QP; and

- (ii) an Order to take up a new 10Gbps E-LAN Service Port with a new 12-month contract term, whereupon the applicable Installation Charge and paragraph 5 of the General Service Terms and Conditions will apply.
 - (b) Downgrade the E-LAN Service Port from 10Gbps to 1Gbps, such downgrade shall not be a Modification but shall constitute:
 - (a) an Order for the Deactivation of the 10Gbps E-LAN Service Port, whereupon any applicable Deactivation and Early Termination Charge shall apply; and
 - (b) an Order to take up a new 1Gbps E-LAN Service Port with a new 12-month contract term, whereupon the applicable Installation Charge and paragraph 5 of the General Service Terms and Conditions will apply.
- 4.10 The Contracting QP must adhere to Nucleus Connect's QoS tagging scheme when sending or receiving data traffic through any E-LAN Gigabit Connection from the relevant E-LAN Service Port(s). Such QoS tagging scheme requires the use of priority bit value 5 for Class A, priority bit value 4 for Class B, priority bit value 2 for Class C and priority bit value 1 for Class D.

General Requirements

- 4.11 In relation to any E-LAN Connection/Service Port taken up by the Contracting QP, if the Contracting QP wishes to change the E-LAN Connection/Service Port into an E-LAN Gigabit Connection, the Contracting QP shall:
- (a) place an Order for the Deactivation of such E-LAN Connection/Service Port, whereupon paragraph 8 of the General Service Terms and Conditions will apply; and
 - (b) pursuant to paragraph 7, place an Order to take up a new E-LAN Gigabit Connection/Service Port with an underlying access technology based on AE, whereupon paragraph 5 of the General Service Terms and Conditions will apply.

The provisions of sub-paragraphs (a) and (b) shall also apply mutatis mutandis where the Contracting QP wishes to change from an E-LAN Gigabit Connection to a E-LAN Connection.

- 4.12 If, in relation to an Order to take up an E-LAN Service, the installation location required is a Non-Residential Premises and the Contracting QP indicates to Nucleus Connect in such Order that it does not require OpenNet to provide the cabling and ducting between the FTTB Node and the 1st TP for the relevant Non-Residential Building, the Contracting QP shall be responsible for the supply and maintenance of such cabling and ducting. In such event, the Contracting QP acknowledges and agrees that:
- (a) the Contracting QP shall bear the following charges:
 - (i) ON Charges, except those ON Charges which would be subject to paragraph 4.8(a)(iii), which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, in connection therewith;

- (ii) any Third Party Charges which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, in connection therewith; and
 - (iii) any other third party charges, OpenNet's charges and/or ON Charges agreed pursuant to paragraph 5.2 or 6.3 of the General Service Terms and Conditions which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, in connection therewith;
- (b) the Contracting QP shall provide such cabling and ducting from the FTTB Node and up to and including the 1st TP that are of a quality that is fit-for-purpose; and
 - (c) the Contracting QP shall make such cabling and ducting from the FTTB Node and up to and including the 1st TP, available and ready for Nucleus Connect's use at least three (3) Business Days before the RFS Date in respect of such E-LAN Service.

For the avoidance of doubt, if the Contracting QP fails to comply with sub-paragraphs (b) and (c) above and due to such failure, Nucleus Connect is not able to provision and activate such E-LAN Service by the scheduled RFS Date, the Contracting QP shall not be entitled to make any claim under Appendix 1 of the General Service Terms and Conditions, and Nucleus Connect shall be entitled to commence charging the Contracting QP the Monthly Recurring NC Charges set out in paragraph 5.1 on such scheduled RFS Date (and not the delayed date that such E-LAN Service is in fact activated).

4.13 In relation to any E-LAN Service taken up by the Contracting QP which will be delivered via (x) an OpenNet's Termination Point (the "**Riser TP**") at the vertical telecommunication riser on the same floor where the relevant Non-Residential Premises is located and (y) a Non-Residential Service Port located in the said Non-Residential Premises, the Contracting QP shall be responsible for the supply and maintenance of the cabling and ducting between the Riser TP and the said Non-Residential Premises. In such event, the Contracting QP acknowledges and agrees that:

- (a) the Contracting QP shall provide such cabling and ducting from the Riser TP and up to the said Non-Residential Premises (including the TP located therein) that are of a quality that is fit-for-purpose; and
- (b) the Contracting QP shall make such cabling and ducting (including the TP located in the said Non-Residential Premises) available and ready for Nucleus Connect's use at least three (3) Business Days before the RFS Date in respect of such E-LAN Service.

For the avoidance of doubt, if the Contracting QP fails to comply with sub-paragraphs (a) and (b) above and due to such failure, Nucleus Connect is not able to provision and activate such E-LAN Service by the scheduled RFS Date, the Contracting QP shall not be entitled to make any claim under Appendix 1 of the General Service Terms and Conditions, and Nucleus Connect shall be entitled to commence charging the Contracting QP the Monthly Recurring NC Charges set out in paragraph 5.1 with effect from such scheduled RFS Date (and not the delayed date that such E-LAN Service is in fact activated).

Customised NTE Requirements

- 4.14 For any E-LAN Service based on AE underlying technology, the Contracting QP may request for customised NTE configuration such as dual power supply and fibre interface. Any request for customised NTE configuration by the Contracting QP shall be evaluated on a case-by-case basis and Nucleus Connect shall provide the Contracting QP with the costs quotation upon receipt of the said request.
- 4.15 Any request for 10Gbps E-LAN Service Port will require the provision of customised NTE. Nucleus Connect shall provide the Contracting QP with the costs quotation for the customised NTE upon receipt of the said request.

5. CHARGES

The Charges set out in this paragraph 5 are the rates payable by the Contracting QP on an E-LAN Connection and an E-LAN Service Port basis.

5.1 Monthly Recurring NC Charges

(a) Twelve (12) months' contract term

Nucleus Connect will commence charging the Contracting QP the Monthly Recurring NC Charges specified below on the RFS Date.

E-LAN Connection		Monthly Recurring NC Charge (12 months' contract term)	
		First 25Mbps	Next 5Mbps
Class of Service	Real Time	\$244	\$48.80
	Near Real Time	\$208	\$41.60
	Mission Critical	\$161	\$32.20
	Best Effort	\$125	\$25.00

E-LAN Service Port		Monthly Recurring NC Charge (12 months' contract term)
FE (100Mbps) Service Port	Residential Premise	\$25
	Non-Residential Premise	\$100
	NBAP	\$380
GE (1Gbps) Service Port	Non-Residential Premise	\$600
	NBAP	\$930

E-LAN Gigabit Connection		Monthly Recurring Charges((MRC) For First 1Gbps	Monthly Recurring Charges (MRC) For next 0.5Gbps up to 10Gbps
Class of Service	Real Time (Class A)	\$3,600	\$1,800
	Near Real Time (Class B)	\$3,360	\$1,680
	Mission Critical (Class C)	\$2,880	\$1,440
	Best Effort (Class D)	\$2,400	\$1,200

Per E-LAN Service Port		Monthly Recurring NC Charge (12 months' contract term)
FE (100Mbps) Service Port	Residential Premises	\$25
	Non-Residential Premises	\$100
	NBAP	\$380
1Gbps Service Port	Non-Residential Premises	\$600
	NBAP	\$930
10Gbps Service Port	Non-Residential Premises	\$1,800

(b) One (1) month's contract term

- (i) Subject to sub-paragraph (iii) below, when the Contracting QP subscribes to an E-LAN Service which will be delivered through a Non-Residential Service Port or NBAP Service Port with a Minimum Term of one (1) month, the Contracting QP shall pay NC Charges (“**1-month NC Charges**”) as calculated below:

- 1-month NC Charges = MRC x 3

where MRC means all relevant Monthly Recurring NC Charges as set out in paragraph 5.1(a).

- (ii) Nucleus Connect will commence charging the Contracting QP the 1-month NC Charges on the RFS Date.
- (iii) When placing the Order for such E-LAN Service, the Contracting QP shall select the date of Deactivation; failing which:
- (1) such E-LAN Service will not be Deactivated upon the expiry of the said 1-month term but will continue to remain active until it is Deactivated in accordance with the General Service Terms and Conditions; and
 - (2) the Contracting QP shall continue to be liable to pay the 1-month NC Charges even after the expiry of the said 1-month term until such E-LAN Service is Deactivated in accordance with the General Service Terms and Conditions.

5.2 One-Time Charges

The Charges set out below are non-refundable once they are imposed on the Contracting QP by Nucleus Connect in the manner specified below. In addition, depending on when the relevant action is preferred by the Contracting QP to be undertaken by Nucleus Connect, the following multiplier factor will be applied to the NC Charges set out below. For the avoidance of doubt, the multiplier factor to be applied shall be one (1) unless the Contracting QP requests that the relevant action be undertaken by Nucleus Connect on off-working hours during Business Day(s) or on non Business Day(s).

	Period	Time		Multiplier Factor
Business Day	Monday to Friday	Working Hours	9.00am to 5.00pm	1
	Monday to	Off-working	Before 9am and after 5.00pm	1.5

	Friday	hours	
Non-Business day	Saturday, Sundays and Public Holidays	Throughout	2

(a) Cancellation Charge

Upon any Cancellation of any Order or Approved Project Schedule by the Contracting QP, the following Charges shall be imposed on the Contracting QP:

- (i) an NC Charge of \$50 if Cancellation happens before Nucleus Connect's acknowledgement of its receipt of the Order or an NC Charge of an amount equal to the applicable NC Charges as set out in paragraph 5.2 if Cancellation happens after Nucleus Connect's acknowledgement of its receipt of the Order;
- (ii) ON Charges, except those ON Charges which would be subject to paragraph 5.2(a)(iv), which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such Cancellation Charge;
- (iii) any Third Party Charges which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such Cancellation;
- (iv) any other third party charges, OpenNet's charges and/or ON Charges agreed pursuant to paragraph 5.2 or 6.3 of the General Service Terms and Conditions which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such Cancellation; and
- (v) any charges agreed to be on-passed to the Contracting QP pursuant to paragraph 5.3 or 6.4 of the General Service Terms and Conditions which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such Cancellation.

(b) Installation Charge

- (i) In addition to any charges agreed to be on-passed to the Contracting QP pursuant to paragraph 5.3 or 6.4 of the General Service Terms and Conditions which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, upon the installation of an E-LAN Connection by Nucleus Connect, the following Charges shall be imposed on the Contracting QP on a per E-LAN Service Port basis:

- (a) the following NC Charges:

Description		One-Time Charges
Installation Charge	Residential Premise	\$50
	Non-Residential Premise	\$350
	NBAP	\$1,500

Installation of environmental hardened NTE (at the request of the Contracting QP for Service Port at Non-Residential Premises, or as part of the NBAP E-LAN Service Port installation)	\$500
Per E-LAN Domain Setup Charge. Applicable only for the first time set up of the E-LAN Domain.	\$1,000 per E-LAN domain. Applicable only for the first time set up of the E-LAN

Provided that if it becomes necessary for Nucleus Connect to install an environmental hardened NTE as part of the installation of such E-LAN Service, Nucleus Connect shall seek the Contracting QP's prior consent to such installation of the environmental hardened NTE in accordance with the process set out in paragraph 6.1. If the Contracting QP does not provide such consent in accordance with the process set out in paragraph 6.1, the Contracting QP acknowledges and agrees that the Order in respect of such E-LAN Service shall be deemed to be Cancelled whereupon paragraph 5.2(a) shall apply; and

- (b) if applicable, such other installation Charges as may be set out in the Approved Project Schedule.
- (ii) Patching Charge in the NC CO and Co-location Space
 - (a) A Patching Charge in addition to the Installation Charge will be imposed if Nucleus Connect is required to provide Patching Services. Nucleus Connect may be required to provide Patching Services where the installation address is located at the Co-location Space or the NC CO. This will be charged at \$40 per patch point.
 - (b) This Patching Service will be provided by Nucleus Connect if required. The Contracting QP will be required to submit a separate Order for this Patching Service.
- (c) Express SAP Charge
 - (i) Upon the submission of an Order for Express SAP in respect of the following Connection, the Contracting QP shall (In addition to the Charges referred to in paragraph 5.2(b)) pay a NC Charge as follows:

Type of Connection	NC Charge
E-LAN Service delivered through a Residential Service Port	\$40 per Connection
E-LAN Service delivered through a Non-Residential Service Port	\$100 per Connection

- (ii) If the Contracting QP cancels an Order for Express SAP in respect of the following Connection after Nucleus Connect’s acceptance of such Order, the Contracting QP shall pay a NC Charge as follows:

Type of Connection	NC Charge
E-LAN Service delivered through a Residential Service Port	\$40 per Connection
E-LAN Service delivered through a Non-Residential Service Port	\$100 per Connection

(d) Modification Charge

In addition to any charges agreed to be on-passed to the Contracting QP pursuant to paragraphs 6.3 and 6.4 of the General Service Terms and Conditions which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, the NC Charges set out below shall be imposed on the Contracting QP upon the submission of a Modification Order by the Contracting QP:

- (i) where such Modification Order relates to the E-LAN Connection or E-LAN Service Port, \$200; or
- (ii) where such Modification Order relates to E-LAN Domain, \$750.

(e) Maintenance or Repair

- (i) Nucleus Connect will charge for every onsite visit or joint investigation, according to the length of time spent by Nucleus Connect’s representative during such onsite visit or joint investigation respectively, if such onsite visit or joint investigation is requested by the Contracting QP. There will be a minimum charge of \$400 per onsite visit or joint investigation (as the case may be) up to the first two hours. Subsequent hour blocks are charged at \$200 per hour.
- (ii) The No Fault Found Charge referred to in the General Service Terms and Conditions is \$350 per Fault report.
- (iii) In the event that routine maintenance of the NBAP E-LAN Service Port requires the use of safety gear, equipment and/or escort and access by qualified personnel, such requirement shall be provided by the Contracting QP to Nucleus Connect at the Contracting QP’s cost, unless Nucleus Connect is reasonably expected to own and provide the same.

(f) Disconnection

Upon a disconnection of an E-LAN Service by reason of suspension pursuant to the ICO Agreement, an NC Charge of \$300 shall be imposed on the Contracting QP.

(g) Deactivation

Upon the Deactivation of an E-LAN Service, the following Charges shall be imposed on the Contracting QP:

- (i) the following NC Charges:

Description	Charges
Deactivation Charge	\$300
Early Termination Charge	100% of remaining contract value

- (ii) ON Charges, except those ON Charges which would be subject to paragraph 5.2(g)(iv), which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such Deactivation;
- (iii) any Third Party Charges which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such Deactivation;
- (iv) any other third party charges, OpenNet’s charges and/or ON Charges agreed pursuant to paragraph 5.2 or 6.3 of the General Service Terms and Conditions which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such Deactivation; and
- (v) any charges agreed to be on-passed to the Contracting QP pursuant to paragraph 5.3 or 6.4 of the General Service Terms and Conditions which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such Deactivation.

5. CHANGES FROM THE GENERAL SERVICE TERMS AND CONDITIONS

6.1 Paragraph 5.1 of the General Service Terms and Conditions

For the purpose of this Service Schedule, where the Contracting QP requires the E-LAN Service Port to be installed at an NBAP (“**NBAP E-LAN Service Port**”), paragraph 5.1 of the General Service Terms and Conditions shall not apply and the following provisions of this paragraph 6.1 shall apply instead:

- “(a) The Contracting QP acknowledges and agrees that in order for Nucleus Connect to provide the NBAP E-LAN Service Port to the Contracting QP, Nucleus Connect will need to request OpenNet to provide Nucleus Connect with the relevant NBAP connection, which may (if such request is accepted by OpenNet) involve a project study being undertaken by OpenNet (the “**OpenNet Project Study**”).
- (b) If the Contracting QP indicates to Nucleus Connect in its Order that it does not require OpenNet to provide the ducting and cabling between the MDF Room (as determined by OpenNet where the NetCo Network ends) and the NBAP TP, the Contracting QP shall be responsible for the supply and maintenance of such ducting and cabling (including, without limitation, securing the necessary access rights and approvals). The Contracting QP shall also submit to Nucleus Connect the proposed cable routing from the MDF Room to the NBAP TP. In such event, the Contracting QP acknowledges and agrees that:

- (i) the Contracting QP shall provide such ducting and cabling from the MDF Room and up to and including the NBAP TP that are of a quality that is fit-for-purpose; and
 - (ii) the Contracting QP shall make such ducting and cabling from the MDF Room and up to and including the NBAP TP, available and ready for Nucleus Connect's use at least five (5) Business Days before the RFS Date in respect of such NBAP E-LAN Service Port.
- (c) If an Order to take up an NBAP E-LAN Service Port is not rejected by Nucleus Connect, Nucleus Connect will provide a project schedule (the "**Project Schedule**") to the Contracting QP within ten (10) Business Days from the completion of the OpenNet Project Study stating (i) the period within which Nucleus Connect will activate such NBAP E-LAN Service Port, (ii) an estimation of Nucleus Connect's, OpenNet's and any third party charges involved and (iii) such other terms and conditions relating to the provision of such NBAP E-LAN Service Port as Nucleus Connect may specify. 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.
- (d) The Contracting QP will be able to raise to Nucleus Connect any terms that are not acceptable to it in the Project Schedule within five (5) Business Days from its receipt thereof, failing which the Contracting QP shall be deemed to have accepted and agreed to the terms in the Project Schedule in its entirety and such Project Schedule shall constitute an Approved Project Schedule.
- (e) If the Contracting QP and Nucleus Connect are unable to reach a mutual agreement on the terms of a Project Schedule within ten (10) Business Days after such Project Schedule is made available to the Contracting QP:
 - (i) the Order which is the subject of such Project Schedule shall be deemed to be Cancelled whereupon paragraph 5.2(a) shall apply; and
 - (ii) such Project Schedule and this Service Schedule shall lapse, unless Nucleus Connect is separately providing E-LAN Service to the Contracting QP at the time, in which case this Service Schedule shall remain in force.

Nucleus Connect shall not unreasonably reject the Contracting QP's request for extension of the said ten (10) Business Days timeframe to reach a mutual agreement on the terms of the Project Schedule.

- (f) As soon as practicable after the mutual agreement of the Contracting QP and Nucleus Connect to the terms of a Project Schedule (as modified or with such additional terms as the Contracting QP and Nucleus Connect may require), the Contracting QP shall confirm in writing to Nucleus Connect that the Contracting QP agrees to the terms of such Project Schedule in their entirety (and such agreed Project Schedule shall hereinafter be referred to as an "**Approved Project Schedule**") within the ten (10) Business Days timeframe (or as the case may be, the agreed extended timeframe) referred to in paragraph 6.1(e) above, whereupon the Approved Project Schedule shall be binding on Nucleus Connect and the Contracting QP.

- (g) If the Contracting QP subsequently does not wish to proceed with an Approved Project Schedule, that shall be deemed to be a Cancellation whereupon paragraph 5.2(a) shall apply.”

Application Form

Layer 2 Ethernet LAN Service (E-LAN)



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"/>

* Please select where appropriate

E-LAN Service Port

<input type="checkbox"/> New Order <input type="checkbox"/> Modification <input type="checkbox"/> Deactivation <input type="checkbox"/> Others (Please specify): _____		
Existing Service Port ID (Mandatory field unless New Order): _____		
<input type="checkbox"/> Fast Ethernet UTP (100Mbps) <input type="checkbox"/> Gigabit Ethernet UTP (1Gbps) <input type="checkbox"/> 10 Gigabit Ethernet UTP (10Gbps) <input type="checkbox"/> Environmental hardened NTE is required		<input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Non-Building Address Point (NBAP)
Service Port Installation Location	Address:	Postal Code:
Installation Location not within a addressable room(e.g NBAP, Non-residential)	GPS Co-ordinate: _____ Elevation above floor: _____	Description: _____

Application Form

Layer 2 Ethernet LAN Service (E-LAN)



Site Contact:	Name:	Contact number:
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Instruction

Class of Services option: <ul style="list-style-type: none"> Class A (Real Time), Class B (Near Real Time), Class C (Mission Critical) and Class D (Best Effort) 	E-LAN Connection option: <ul style="list-style-type: none"> Only 1 Class of Service per E-LAN Connection Minimum subscription of 25Mbps per Connection Total subscribed bandwidth per connection is in blocks of 5Mbps 	E-LAN Domain: <ul style="list-style-type: none"> Only 1 "New", "Modification" or "Deactivation" of E-LAN Domain per Application form Only 1 Class of Service per E-LAN Domain Only 1 VLAN type/value is support at all times
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E-LAN Domain

<input type="checkbox"/> New Class of Service : _____	<input type="checkbox"/> Modification Existing E-LAN Domain ID: _____ Class of Service : _____	<input type="checkbox"/> Deactivation
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E-LAN Connection / Gigabit Connection Configuration

E-LAN Domain ID	<input type="checkbox"/> E-LAN Connection <input type="checkbox"/> E-LAN Gigabit Connection	Class of Service	Network Protocol Options	Symmetrical CIR Bandwidth	VLAN
<input type="checkbox"/> New E-LAN Domain <input type="checkbox"/> Existing E-LAN Domain ID: _____	<input type="checkbox"/> New <input type="checkbox"/> Modification <input type="checkbox"/> Deactivation <input type="checkbox"/> Existing Connection ID: _____	<input type="checkbox"/> Class A <input type="checkbox"/> Class B <input type="checkbox"/> Class C <input type="checkbox"/> Class D	<input type="checkbox"/> L2 VLAN IEEE802.1q <input type="checkbox"/> L2 VLAN IEEEQ-in-Q <input type="checkbox"/> untagged	Bandwidth : _____	VLAN : _____

Contract Period

Minimum Term[Ⓐ]	<input type="checkbox"/> 12 Months <input type="checkbox"/> Others (Please specify): _____
Customer requested RFS Date[Ⓐ]	_____
OpenNet Appointment Date^{Ⓐ#}	Date: _____ Slot: AM <input type="checkbox"/> PM <input type="checkbox"/>
Nucleus Connect Appointment Date^{**#}	Date: _____ Slot: AM <input type="checkbox"/> PM <input type="checkbox"/> EVENING [®] (After 5pm) <input type="checkbox"/>

Additional Information

Requires OpenNet to provide the cabling and ducting between the FTTB Node and 1st TP for the Non-Residential Building: Yes/No*

Others:

[Ⓐ] Subject to agreement, resource availability and confirmation by Nucleus Connect.
[Ⓐ] If Minimum Term is not specified, the Contracting QP shall be deemed to have selected 12 months.
[Ⓐ] Timeslot is not available on weekends and public holidays
[#] NC Multiplier factor / OpenNet Onsite Charges shall apply accordingly.
[Ⓐ] OpenNet appointment is required if there is a installation of a termination point

** When there is a termination point installation, Nucleus Connect's appointment shall be no more than 3 Business Days after OpenNet's appointment date.

Customer Signature

We hereby agree to subscribe to the above mentioned 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.

Application Form
 Layer 2 Ethernet LAN Service (E-LAN)



<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)