

**APPENDIX 3**

**DIRECTED MODIFICATIONS TO SCHEDULE 2**

**SCHEDULE 2**  
**NON-RESIDENTIAL END-USER CONNECTION**

**NOTE: UNLESS OTHERWISE SPECIFIED IN IMDA'S DECISION AND OTHER IMDA DIRECTED MODIFICATIONS IN OTHER PARTS OF THE DIRECTION (INCLUDING SCHEDULE 2 – NON-RESIDENTIAL END-USER CONNECTION), NETLINK TRUST'S PROPOSED CHANGES TO SCHEDULE 2 – NON-RESIDENTIAL END-USER CONNECTION ARE APPROVED.**

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NON-RESIDENTIAL END-USER CONNECTION  
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## **SCHEDULE 2**

### **NON-RESIDENTIAL END-USER CONNECTION**

#### **1. SCOPE**

This Schedule 2 sets out the terms and conditions under which NetLink Trust will provide the Requesting Licensee with a licence for:

- (i) Layer 1 Service (a service provided by NetLink Trust for the use of passive optical fibre cable) from NetLink Trust's designated Central Office (or "CO") to (a) the First Termination Point of a Non-Residential Premise (subject to clauses 6.3 and 6.4) or (b) to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or (c) to the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends, for the purpose of the Requesting Licensee providing GPON services; or
- (ii) Layer 1 Service from NetLink Trust's designated CO to (a) the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or (b) to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or (c) to the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends, for the purpose of the Requesting Licensee providing OE services.

#### **(Non-Residential End-User Connection).**

- 1.1 The Non-Residential End-User Connection is a service provided by NetLink Trust to the Requesting Licensee for the purpose of delivering GPON or OE services over the Layer 1 Services highlighted above at a Non-Residential Premise. For the avoidance of doubt, NetLink Trust is only obliged to provide Non-Residential End-User Connections through the 1<sup>st</sup> fibre strand in the First Termination Point. NetLink Trust may, on a case-by-case basis, provide a Non-Residential End-User Connection via a 2<sup>nd</sup> fibre strand in the First Termination Point, and such Non-Residential End-User Connection via the 2<sup>nd</sup> fibre strand shall be provided upon the same terms and conditions as the 1<sup>st</sup> fibre strand.
- 1.2 This Schedule only applies to Requesting Licensees who are FBOs.

#### **2. SERVICE LEVEL GUARANTEES**

- 2.1 NetLink Trust will provide the Service Level Guarantees in respect of the Non-Residential End-User Connection as set out in this Schedule. If NetLink Trust fails to meet any service

activation period, Mean Time To Recovery or service level availability (collectively called the **Service Level Guarantees**) applicable to this Schedule and the failure to meet the Service Level Guarantees is caused by NetLink Trust, its contractors and/or suppliers, NetLink Trust will provide a remedy in the form of a rebate to the Requesting Licensee in accordance with:

- (i) Clause 6.12 and any terms and conditions contained in this Schedule in respect of request and provisioning timeframes;
- (ii) Clause 11.16 and any terms and conditions contained in this Schedule in respect of fault rectification timeframes; and
- (iii) Clause 12.1 and any terms and conditions contained in this Schedule in respect of service level availability.

2.2 A claim by the Requesting Licensee shall be made in writing within thirty (30) Calendar Days of the completion of the relevant calendar month on which the Service Level Guarantees are measured. The amount in respect of any claim shall be paid to the Requesting Licensee in the form of a rebate. The Requesting Licensee acknowledges that a failure to make a claim within the specified timeframes under this paragraph means that the Requesting Licensee waives any entitlement to the Service Level Guarantee payment in respect of that claim. NetLink Trust will respond within (30) Calendar Days from date of claim stating whether the claim by Requesting Licensee is: (a) valid for rebates; or (b) is an invalid claim. Where NetLink Trust assessed that the Requesting Licensee's claim is invalid, NetLink Trust will explain its basis or require the Requesting Licensee to provide additional information. For valid claims submitted within the timeframe, NetLink Trust shall provide the rebate in its next Invoice.

2.3 If the Requesting Licensee is entitled to a rebate pursuant to the claim made hereunder, then the amount of the rebate will be credited into the Requesting Licensee's account after it has been processed by NetLink Trust and will be reflected in NetLink Trust's bill to the Requesting Licensee in accordance with NetLink Trust's billing cycle.

2.4 The guarantee and rebates provided by NetLink Trust are:

- (i) of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and
- (ii) subject to this Schedule.

2.5 Despite anything to the contrary in this section, if the Requesting Licensee qualifies for any claim, NetLink Trust shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Requesting Licensee qualifies for a claim or as to the quantum of the

claim payable to the Requesting Licensee or whether NetLink Trust is exempted from SLGs payment for a claim, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 17 of the ICO Agreement, or in the case of a Billing Dispute, in accordance with Schedule 16 of the ICO Agreement.

2.6 Subject always to clause 2.6A and in addition to the specific terms and conditions of the Service Level Guarantees, the Service Level Guarantees shall not apply in any of the following circumstances:

- (a) the Non-Residential End-User Connection is disconnected and/or reconnected by reason of it being suspended under the terms and conditions of this Schedule or ICO Agreement, except where the suspension is due to NetLink Trust's fault;
- (b) fault due to any equipment, wiring and/or cabling owned or operated by the Requesting Licensee, building owners or End-Users or on behalf of the Requesting Licensee, building owners or End-Users;
- (c) provision or restoration of the Non-Residential End-User Connection where any site-coordination meeting, fault investigation, Joint Investigation Meeting or fault identification coordination meeting is involved, except where (a) the fault was caused by NetLink Trust; and (b) the Requesting Licensee has not contributed to any delay in setting up the meeting. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by NetLink Trust, the time taken from the start of arranging any site-coordination meeting, fault investigation, Joint Investigation Meeting or fault identification coordination meeting up to the end of the meeting, shall always be excluded;
- (d) NetLink Trust is unable to obtain or maintain any licence or permission necessary to the provision or restoration of the Non-Residential End-User Connection despite using its best endeavours to obtain expeditiously or maintain such licence or permission. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by NetLink Trust, the time taken by NetLink Trust to obtain or maintain any licence or permission necessary to the provision or restoration of the Non-Residential End-User Connection shall always be excluded. Provided that in the event the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to obtain or maintain the licence/permission, NetLink Trust will provide evidence that it has used such best endeavours;
- (e) NetLink Trust has difficulty accessing to or working in the building or Non-Residential End-User's Premise due to the building or premise being inaccessible, in unsafe working condition or in any other inadequate or deficient state despite using its best

endeavours to expeditiously remedy the building access difficulties, provided always that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to expeditiously remedy the building access difficulties, NetLink Trust will provide evidence that it has used such best endeavours;

- (f) delay in the provision or restoration of the Non-Residential End-User Connection caused by events beyond the reasonable control of NetLink Trust and its suppliers and contractors;
- (g) NetLink Trust's network outages for which the Requesting Licensee has not reported a fault;
- (h) fault is reported by the Requesting Licensee but no fault is found or confirmed after due and careful investigation, and verification by NetLink Trust;
- (i) NetLink Trust is required to carry out service interruption and the Requesting Licensee has been informed in accordance with clause 9.5 or 9.6;
- (j) NetLink Trust is required to carry out fibre diversion at the request of the Government Agencies, private developers or other relevant parties and the Requesting Licensee has been informed in accordance with clause 9.5 or 9.6;
- (k) where there is a request received from End-User or Requesting Licensee for repair and replacement (at the request of Requesting Licensee only, and not as part of NetLink Trust's fault resolution process) as well as relocation (within the same premise or to a new premise), but such exclusion shall only be limited to the time taken for the Termination Point to be repaired and replaced or to be relocated; or
- (l) where the End-User or Requesting Licensee requires customised arrangements (e.g. non-standard or customised installation) before access is granted to NetLink Trust or before NetLink Trust can provision its services, but such exclusion shall only be limited to the time taken for access to be granted to NetLink Trust or condition is suitable for NetLink Trust to provision its services; and
- (m) where any necessary permission is not granted by the relevant authorities or Government Agencies or Third Parties, e.g. LTA, PUB, NParks, JTC etc., provided always that NetLink Trust has exercised its best endeavours to obtain expeditiously and/or maintain all such necessary permissions. In the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to obtain or maintain the permission, NetLink Trust will provide evidence that it has used such best endeavours.



2.6A This clause 2.6A shall apply in any case where there is a BM Delay, and NetLink Trust seeks to rely on any clause in this Schedule in order to exclude, exempt or otherwise limit its liability from SLGs, including without limitation clauses 2.6 and 6.10. In any such case, this clause 2.6A shall have effect notwithstanding any other clause in this Schedule 2. For the purposes of this Schedule, “**BM Delay**” shall mean any delay that leads to a failure by NetLink Trust to meet any service activation period applicable to this Schedule, where such a delay is caused by a developer, owner or MCST of a building, and without NetLink Trust contributing towards such delay.

(a) Where this clause 2.6A applies, the period in respect of which NetLink Trust may claim to be excluded or otherwise exempted from the SLGs shall not exceed the period beginning from the first Calendar Day on which the delay commences until the tenth (10<sup>th</sup>) Business Day thereafter (inclusive), provided that this period shall only commence after the applicable service activation period.

(b) For the avoidance of doubt, in any case where NetLink Trust claims such exclusion or exemption in respect of a BM Delay, the relevant period of delay, for the purpose of computing the rebate payable to the Requesting Licensee, shall commence on the Calendar Day immediately following the tenth (10<sup>th</sup>) Business Day after the applicable service activation period, as aforementioned.

2.7 If the Requesting Licensee disputes NetLink Trust’s reason for rejection, its records and/or the amount of rebate, the Requesting Licensee shall not be entitled to be credited with any rebate until and unless the dispute has been resolved.

2.8 A failure by NetLink Trust to meet any Service Level Guarantee does not constitute a breach of the ICO Agreement or this Schedule.

2.9 The Requesting Licensee acknowledges that the relevant remedy provided under clause 2.1 is a genuine pre-estimate of the Requesting Licensee’s loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure to meet the relevant Service Level Guarantees for the Non-Residential End-User Connection and shall be NetLink Trust’s sole and exclusive liability to the Requesting Licensee for such failure.

### **3. SERVICE DESCRIPTION AND ACCESS POINTS**

3.1 (A) Where the Requesting Licensee requests for Non-Residential End-User Connection for the purpose of providing GPON services to the End-User, NetLink Trust will provide a licence for Non-Residential End-User Connection of 1:16 Split Ratio to the Requesting Licensee with the following:

- (a) one (1) fibre strand from NetLink Trust's Fibre Distribution Frame (**FDF**) at the Central Office designated by NetLink Trust to NetLink Trust's splitter at the Building MDF Room for each group of sixteen (16) Non-Residential Premises (or portion thereof);
- (b) one (1) dedicated fibre strand from the splitter to the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends;
- (c) one (1) Patching Service at NetLink Trust's FDF at the Building MDF Room; and
- (d) where necessary, one (1) Patching Service at NetLink Trust's FDF in the Central Office will be provided and the Requesting Licensee shall pay a Patching Charge in accordance with Schedule 15 (Charges).

Where the fibre terminated into the End-Users' premise can be provisioned from the existing splitter from the same rack in the MDF room, NetLink Trust shall utilise at least 90% of the connections in each splitter assigned to the Requesting Licensee in each of the FDF in the MDF room before an additional splitter is provisioned for the Requesting Licensee in that MDF Room.

3.1 (B) Where the Requesting Licensee requests for Non-Residential End-User Connection for the purpose of providing OE services to the End-User, NetLink Trust will provide a licence for Non-Residential End-User Connection of 1:16 Split Ratio to the Requesting Licensee with the following:

- (a) two (2) fibre strands from NetLink Trust's FDF at the Central Office designated by NetLink Trust to NetLink Trust's FDF at the Building MDF Room for each group of thirty two (32) Non-Residential Premises (or portion thereof);
- (b) one (1) dedicated fibre strand from NetLink Trust's FDF at the Building MDF Room to the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends; and
- (c) where necessary, up to three (3) Patching Services at NetLink Trust's FDF in the Building MDF Room; and

- (d) where necessary, two (2) Patching Services at NetLink Trust's FDF in the Central Office will be provided and the Requesting Licensee shall pay a Patching Charge in accordance with Schedule 15 (Charges).

3.2 For a Non-Residential End-User Connection of 1:1 Split Ratio to the End-User, NetLink Trust will not provide any splitter at the Building MDF Room. NetLink Trust will provide:

- (a) one (1) dedicated fibre strand from NetLink Trust's FDF at the Central Office designated by NetLink Trust to NetLink Trust's FDF at the Building MDF Room;
- (b) one (1) dedicated fibre strand from NetLink Trust's FDF at the Building MDF Room to the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends;
- (c) one (1) Patching Service at NetLink Trust's FDF in the Building MDF Room; and
- (d) one (1) Patching Service at NetLink Trust's FDF in the Central Office and the Requesting Licensee shall pay a Patching Charge in accordance with Schedule 15 (Charges).

3.3 Where the Requesting Licensee elects to use the building owner's in-building cabling within the building and Patching Service, in addition to those already provided in clause 3.1 or 3.2 (as the case may be), is required to connect NetLink Trust's Network to the building owner's in-building cabling, the Requesting Licensee may acquire the additional Patching Service in accordance with Schedule 13 (Patching Service). For the avoidance of doubt, it shall be the Requesting Licensee's sole responsibility to obtain permission from the building owner/management to install the in-building cabling or to use the existing building owner's in-building cable for the purposes aforesaid.

3.4 (A) Where the Requesting Licensee requests for Non-Residential End-User Connection of 1:16 Split Ratio for the purpose of providing GPON services to the End-User or Non-Residential End-User Connection of 1:1 Split Ratio, the Requesting Licensee shall access the Non-Residential End-User Connection:

- (a) at NetLink Trust's FDF at the Central Office designated by NetLink Trust or the Requesting Licensee's FDF at the Central Office designated by NetLink Trust; and
- (b) at the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same

floor where the Non-Residential Premise is located or otherwise at the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends.

3.4 (B) Where the Requesting Licensee requests for Non-Residential End-User Connection of 1:16 Split Ratio for the purpose of providing OE services to the End-User, the Requesting Licensee shall access the Non-Residential End-User Connection at:

- (a) NetLink Trust's FDF at the Central Office designated by NetLink Trust or the Requesting Licensee's FDF at the Central Office designated by NetLink Trust;
- (b) NetLink Trust's FDF at the Building MDF Room; and
- (c) the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise at the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends.

3.5 Where the Requesting Licensee acquires a Non-Residential End-User Connection of 1:16 Split Ratio for the purpose of providing OE services to the End-User, the Requesting Licensee shall ensure the Non-Residential End-User Connection is connected to active Optical Ethernet equipment.

#### 4. ORDERING AND PROVISIONING PROCEDURE

4.1 (A) Some locations within a Non-Residential building is classified by NetLink Trust as an NBAP instead of a Non-Residential End-User Premise. If in doubt whether a requested location is eligible for a Non-Residential End-User Connection request, the Requesting Licensee can refer to the classification guidelines which are published on NetLink Trust Public Website. If there are further doubts, Requesting Licensee may submit its request to NetLink Trust via the NetLink Trust Public Website →NBAP enquiry tool with photographs of the location and Termination Point's proposed location. NetLink Trust shall respond to the Requesting Licensee on the classification of a particular location within two (2) Business Days of receipt of such query subject to a maximum of ten (10) queries daily from all Requesting Licensees. If Requesting Licensee disputes NetLink Trust's decision on classification of the premise, the Requesting Licensee may raise a dispute and the parties shall use their best endeavours to resolve the disputes within five (5) Business Days or adopt such other process or timeframe as mutually agreed by the parties.

4.1 (B)(i) The Requesting Licensee shall submit its request for Non-Residential End-User Connection (**Request**) to NetLink Trust on a Business Day in the form of Annex 2A stating, but not limited to the following information:

- (a) the End-User's name, telephone number and installation address of the Non-Residential Premise where the Termination Point is to be installed;
- (b) the Split Ratio required;
- (c) whether the Requesting Licensee requires NetLink Trust to install the in-building enclosure, ducting and cabling. NetLink Trust shall install cable tray(s) where required; and
- (d) the term of the licence required, either one (1) month or twelve (12) months; or

(B)(ii) As an alternative to submitting a Request under the form set out in Annex 2A in the manner described under clause 4.1(B)(i), the Requesting Licensee may also submit its Request for Non-Residential End-User Connection (**Request**) to NetLink Trust via the NetLink Trust Platform stating, but not limited to the following information:

- (a) the End-User's name, telephone number and installation address of the Non-Residential Premise where the Termination Point is to be installed;
- (b) the Split Ratio required;
- (c) whether the Requesting Licensee requires NetLink Trust to install the in-building enclosure, ducting and cabling. NetLink Trust shall install cable tray(s) where required; and
- (d) the term of the licence required, either one (1) month or twelve (12) months.

For Request submitted via the Service Portal, the Requesting Licensee shall submit a feasibility check for the address of the Non-Residential Premise to verify the coverage status. The Requesting Licensee shall select an available date and appointment time for activation. Upon successful submission of the Request via the Service Portal, a Request acknowledgement will be generated.

Alternatively, for Request submitted via the NetLink Trust Platform APIs, the Requesting Licensee shall perform the feasibility check for verifying the coverage status by supplying the postal code of the Non-Residential Premise whichever is applicable. The Requesting Licensee shall also query the available time slots for that particular Request. The Requesting Licensee shall use the address details returned by NetLink Trust and the applicable timeslot related to the status of the feasibility check for submission of the Request. Upon successful submission of the Request via the NetLink Trust Platform APIs, a Request acknowledgement will be generated.

(C) Following clause 4.1(B)(ii), for Request submitted via the NetLink Trust Platform, the Requesting Licensee is able to modify the contact details of End-User and additional two (2) contact persons subject to the requirement that the date of modification is more than five (5) Business Days where NetLink Trust provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where NetLink Trust provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located, or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required before the requested service activation date. The NetLink Trust Platform will notify the Requesting Licensee if the contact details have been successfully modified. If the Requesting Licensee mistakenly entered the wrong installation address, the Requesting Licensee must amend the installation address by entering the correct installation address after completion of the site survey failing which, NetLink Trust may reject the Request. On the other hand, where the mistakenly entered installation address and the amended correct installation address are in different buildings, NetLink Trust may reject the Request.

4.2 Relocation of the Non-Residential End-User Connection is allowed. The Requesting Licensee may submit a request with the relevant ORI via manual means or the NetLink Trust Platform when available (which NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform) to relocate the Termination Point within the same Non-Residential Premise, subject to the follow terms and conditions:

- (a) The Requesting Licensee hereby acknowledges and agrees that NetLink Trust shall not be held liable if, despite its best endeavours to resolve any obstruction, there is any delay caused by the obstruction from the building owner, building management, home owner or End-User during the relocation or any of the circumstances described in clauses 2.6(e) and 2.6(f) above; or if there is any damage or repainting works required;
- (b) Subject to clauses 5.2, 5.3(A)(b), 5.3(A)(d), 5.3(B)(ii)(a) and 5.3(B)(i)(b), NetLink Trust shall provide the relocation service by the end of three (3) Business Days from the receipt of a valid request for relocation from the Requesting Licensee;
- (c) The Requesting Licensee will have to bear the charge for Installation of Network Charge where the Termination Point is relocated within the same Non-Residential Premise in accordance to Schedule 15 (Charges); and
- (d) The cancellation charge as set out in accordance to Schedule 15 (Charges) shall be applicable should the Requesting Licensee cancel the request for relocation after acceptance by NetLink Trust.

4.3 Where a premise which was previously a Residential Premise but has since undergone a change of premise type to a Non-Residential Premise or the End-User claims the premise is now a Non-Residential Premise, the Requesting Licensee shall obtain from the End-User and keep a copy of the necessary documentary evidence as proof of such change of premise type. Such documentary evidence must consist of documents from at least two of the following categories of documents:

- (a) Telecommunication / Internet bill (of fixed line subscription only);
- (b) Service and Conservancy bill from town council ;
- (c) Utilities bill from Singapore Power;
- (d) TV subscription bill;
- (e) Tenancy agreement for residence; or
- (f) Change of address as indicated on a copy of the Business Profile Information issued by ACRA.

Items (a) to (d) and (f) should be dated within the last three (3) months from the date of Request for Non-Residential End-User Connection submitted in the End-User's name and bearing the unit address of the premise for which the change in premise type is claimed.

Where the Requesting Licensee has the documentary evidence, as above, to demonstrate that the End-User is entitled to a Non-Residential End-User Connection, the Requesting Licensee can request for a reclassification of premise via the NetLink Trust Platform, when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform. NetLink Trust will by default allow the request for reclassification to be submitted via NetLink Trust Platform.

In the event that the Requesting Licensee is unable to submit the documents from at least two (2) of the categories (a) to (f) above, the Requesting Licensee shall provide sufficient written explanation to NetLink Trust within one (1) Business Day from the date of the reclassification request and NetLink Trust shall not unreasonably reject the reclassification request.

NetLink Trust shall reject the request for reclassification where the Requesting Licensee fails to provide the requisite documentary evidence and/or written explanation (as the case may be) within two (2) Business Days. NetLink Trust shall accept or reject the reclassification request within three (3) Business Days from the date of request.

For avoidance of doubt, reclassification of a Residential Premise, having an active Residential End-User Connection at the time of submission, to a Non-Residential Premise is not allowed. However, reclassification of a Defined Area within a Residential Premise (regardless of whether the Residential Premise has or does not have an active Residential End-User Connection at the time of submission) into a Non-Residential Premise is permissible and must be done through a reclassification of premise request. The Requesting Licensee shall, for the purposes of such a request, provide to NetLink Trust clear and sufficient documentary evidence showing the Defined Area as being used for non-residential purposes (e.g. photographs, etc.).

Where the Request is accepted, NetLink Trust will provision the Non-Residential End-User Connection based on 1:24 split ratio in ten (10) Business Days or the preferred installation date requested by the Requesting Licensee, whichever is later, unless there are delays due to reasons beyond NetLink Trust's reasonable control despite NetLink Trust using its best endeavours to attempt to complete the reclassification within the prescribed timeframe. Such Non-Residential End-User Connection shall be provisioned on a splitter used for Non-Residential End-User Connections only.

The Service Activation Charge in Schedule 15 shall apply and if a Termination Point installation is required, the Installation of Network Charge in Schedule 15 shall apply accordingly.

Where NetLink Trust requests for additional documentary evidence due to non-compliance with clause 4.3 and the Requesting Licensee is unable to provide the additional evidence to support the change in premise type to a Non-Residential Premise, or where NetLink Trust conducts a site survey and the proposed Non-Residential Premise is not normally used for non-residential purposes, NetLink Trust reserves the right to maintain or re-classify the premise type as a Residential Premise and bill the Requesting Licensee charges applicable to a Residential End-User Connection as per Schedule 15 (Charges) retrospectively. If Requesting Licensee disputes NetLink Trust's decision to classify the premise as a Residential Premise, the Requesting Licensee may raise a dispute and the parties shall use their best endeavours to resolve the disputes within five (5) Business Days or adopt such other process or timeframe as mutually agreed by the parties.

Where the NetLink Trust Platform is experiencing technical problems, NetLink Trust shall inform the Requesting Licensee how it should request for reclassification via manual means or offer alternative solutions.

- 4.4 For the avoidance of doubt, switching from GPON to OE or from OE to GPON is allowed via the NetLink Trust Platform subject to the Requesting Licensee paying the applicable charges for Patching Service and Service Activation Charge in accordance to Schedule 15 (Charges).



For the switching from GPON to OE or from OE to GPON, the Requesting Licensee shall perform a check order status by providing the unique reference number provided by NetLink Trust or a similar form of identification for the existing connection, before submitting its request for the switch. For avoidance of doubt, switching from GPON to OE or vice versa is only applicable for connections that are active. NetLink Trust will provide a unique reference number or a similar form of identification in the notification upon successful submission of a GPON to OE or from OE to GPON request.

Information of the estimated timeframe for the switch will be provided to the Requesting Licensee through NetLink Trust Platform during the switch. NetLink Trust shall use its best endeavours to minimise any service disruption to the Requesting Licensee during the switch.

The Requesting Licensee may approach NetLink Trust for specific requirements to the switching process, which will be on a Cost-Oriented Basis.

Where the NetLink Trust Platform is experiencing technical problems, NetLink Trust shall inform the Requesting Licensee how it should request for the switch via manual means or offer alternative solutions.

- 4.5 Where the Requesting Licensee has not requested NetLink Trust to install the in-building enclosure, ducting, cabling (under clauses 6.3 and 6.4) and cable tray(s) (where required) at the time it acquires the Non-Residential End-User Connection and wishes to request the installation of the in-building enclosure, ducting, cabling and cable tray at a later date, it may submit a new Request in accordance with clause 4.1. For the avoidance of doubt, the Requesting Licensee would not be liable for pre-mature termination charges (under clause 8.3) for the existing Non-Residential End-User Connection.
- 4.6 NetLink Trust shall at its sole discretion determine the serving CO and Building MDF Room from which the Non-Residential End-User Connection will be provided. Subject to clause 4.7, the Requesting Licensee is able to query the NetLink Trust Platform at no cost for the serving CO and Building MDF by providing the postal code for the Non-Residential Premise.
- 4.7 Information relating to the Mandated Services will be available on NetLink Trust Platform, for access by the Requesting Licensee through secured means. The secured access to NetLink Trust Platform will require the payment of a Per User Account Charge (specified in clause 14 of Schedule 15 (Charges)) for each user account created. Information relating to network outages will be sent to the Requesting Licensee via email or NetLink Trust Platform.

For information related to network outages, NetLink Trust shall include the following details in the written notification or via NetLink Trust Platform APIs to the Requesting Licensee:

- (a) Affected location;
- (b) Date of occurrence;
- (c) Time of occurrence (start & approximate end timings);
- (d) Cause of outage;
- (e) Steps taken to remedy the outage;
- (f) Steps (if any) required by Requesting Licensee to assist with rectification of outage;
- (g) Order Request Identifier of the affected orders; and
- (h) NetLink Trust's Network Operations Centre Contact Number.

For the avoidance of doubt, where NetLink Trust has imposed a Per User Account Charge on the Requesting Licensee for each user account created to allow the Requesting Licensee to access NetLink Trust Platform, such Per User Account Charge shall not be re-imposed when the information relating to Mandated Services is made available on the NetLink Trust's Service Portal.

#### **4A. VERIFICATION OF COVERAGE STATUS**

- 4A.1 Where the Requesting Licensee obtains an "Address Not Found" message from NetLink Trust Platform, the Requesting Licensee may submit an Address Not Found Request via manual means using the form Annex 2C.
- 4A.2 NetLink Trust shall notify the Requesting Licensee of the acceptance or rejection of its Request within three (3) Business Days of the Request Date, and provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification. Where the Address Not Found Request is accepted, NetLink Trust shall provision the Non-Residential End User Connection within ten (10) Business Days for Non-Residential Premise located within a Non-Residential Building which was "Building Reached" or forty (40) Business Days in any other scenario. Subject to clauses 2.6 and 2.6A above, where there is a delay in provisioning, the SLG shall be computed starting from the Business Day after the expiry of the relevant time stated above.
- 4A.3 The Cancellation Charge as set out in accordance to Schedule 15 (Charges) shall be applicable should the Requesting Licensee cancel the request for installation of the requested address after acceptance by NetLink Trust.

4A.4 Only after NetLink Trust has covered the Non-Residential Building and notified the Requesting Licensee of the same will the Requesting Licensee be required to submit the same Request via NetLink Trust Platform and select the preferred installation date. Should the Requesting Licensee fail to submit the said Request via NetLink Trust Platform within two (2) weeks of NetLink Trust's notification, the Request shall be deemed cancelled and the Requesting Licensee shall be liable for the Cancellation Charge as set out in accordance with Schedule 15 (Charges).

4A.5 Subject always to clause 2.6A, SLGs will not apply in the following events: -

- (a) the period after NetLink Trust had accepted the Address Not Found Request and before the Requesting Licensee had selected the preferred installation date;
- (b) delay in the grant of permission or permission is not granted by the building owners/management or End-User to install the required Network to the Non-Residential Building or Premise within the said building, despite NetLink Trust using its best endeavours to obtain expeditiously such permission, provided that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to obtain the permission, NetLink Trust will provide evidence that it has used such best endeavours;
- (c) NetLink Trust has difficulty accessing or working in the building or Non-Residential End-User's Premise due to the building or premise being inaccessible, in unsafe working condition or in any other inadequate or deficient state despite using its best endeavours to expeditiously remedy the building access difficulties, provided always that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to remedy the building access difficulties, NetLink Trust will provide evidence that it has used such best endeavours;
- (d) before the Requesting Licensee has selected the preferred installation date; or
- (e) the occurrence of any of the events described in clause 2.6 above.

#### **4B. VERIFICATION OF COVERAGE STATUS**

4B.1 The Requesting Licensee may proceed to submit a Request for a Non-Residential End User Connection via NetLink Trust Platform notwithstanding that the Requesting Licensee obtained a "address not found" message from NetLink Trust Platform. For the avoidance of doubt,

NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform.

4B.2 Within seven (7) Business Days from date of submission of the Request, NetLink Trust shall notify the Requesting Licensee whether the Request is rejected or accepted. Where the Request is rejected, NetLink Trust shall inform the Requesting Licensee of the reasons for rejection. Where the Request is accepted, NetLink Trust shall inform the Requesting Licensee of the estimated timeframe for service provisioning of not more than forty (40) Business Days unless there are delays due to reasons beyond NetLink Trust's reasonable control despite NetLink Trust using its best endeavours to attempt to complete the service provisioning within the prescribed timeframe.

4B.3 Where the Requesting Licensee cancels the Request after submission, the Requesting Licensee shall be liable for the Cancellation Charge as set out in accordance with Schedule 15 (Charges).

4B.4 Subject always to clause 2.6A, SLGs will not apply in the following events: -

- (a) delay in the grant of permission or permission is not granted by the building owners/management or End-User to install the required Network to the Non-Residential Premise within the said building, despite NetLink Trust using its best endeavours to obtain expeditiously such permission, provided that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to obtain the permission, NetLink Trust will provide evidence that it has used such best endeavours;
- (b) NetLink Trust has difficulty accessing or working in the building or Non-Residential End-User's Premise due to the building or premise being inaccessible, in unsafe working condition or in any other inadequate or deficient state despite using its best endeavours to expeditiously remedy the building access difficulties, provided always that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to remedy the building access difficulties, NetLink Trust will provide evidence that it has used such best endeavours;
- (c) the occurrence of any of the events described in clause 2.6 above.

## **5. NON-RESIDENTIAL END-USER CONNECTION REQUEST**

5.1 NetLink Trust shall process all Requests received for Non-Residential End-User Connection on a 'first come, first served' basis, subject to clause 5.2 below.

5.2 The maximum number of Requests for Basic Mandated Services and Layer 1 Redundancy Services associated with Non-Residential End-User Connections from all Requesting Licensees that NetLink Trust shall process per Business Day (**Non-Residential End-User Connections Quota**) shall be published on the NetLink Trust Public Website, and may be revised from time to time in accordance with clause 5.2(i). For avoidance of doubt, Requesting Licensee is able to select such dates made available from the NetLink Trust Platform and for which the Request is to be fulfilled except such Business Day where the Non-Residential End-User Connections Quota has been reached. NetLink Trust will process all Requests on a 'first come, first served' basis. The Non-Residential End-User Connections Quota is not applicable to requests for deactivation of any Connection.

- (i) The Non-Residential End-User Connections Quota is subject to the review mechanism as described as follows. If NetLink Trust finds that, on the average, more than 95% of the quota has been used over a period of twelve (12) weeks preceding the review month (namely February, May, August and November), NetLink Trust shall increase its daily quota for the quarter in which the review month occurs and the new quota shall be no less than 110% of the average demand over the preceding twelve (12) weeks.. If NetLink Trust finds that, on the average, less than 80% of the quota has been used over a period of twelve (12) weeks preceding the review month (namely February, May, August and November), NetLink Trust may decrease its daily quota for the quarter in which the review month occurs and the new quota shall be no less than 110% of the average demand over the preceding twelve (12) weeks. Where applicable, in accordance with the foregoing, the revised prevailing Non-Residential End-User Connections Quota will take effect upon its publication on the NetLink Trust Public Website following the conclusion of each review. The review mechanism may be revised from time to time subject to the Authority's approval.

5.3 (A) Within one (1) Business Day of the date on which NetLink Trust receives the request for Non-Residential End-User Connection (**Request Date**) and subject to clause 5.2, NetLink Trust must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) if its Request is rejected for any one of the following reasons:

- (a) the Request for Non-Residential End-User Connection is not in the prescribed form;
- (b) the Request does not contain all the required information or the information provided is inaccurate or misleading;
- (c) the service activation date requested is less than five (5) Business Days where NetLink Trust provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where NetLink Trust provides the Termination Point at the vertical

telecommunication riser on the same floor where the Non-Residential Premise is located, or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required from the date of receipt of a Request;

- (d) the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule; or
- (e) where either the first or second fibre (if provided) of the First Termination Point are not in use, the request to install an Additional Termination Point will be rejected. Where the first and second fibre (if provided) of the First Termination Point are in use, NetLink Trust will offer to install an Additional Termination Point in accordance with the charges stated in Schedule 15; or

(B)(i) As an alternative to clause 5.3(A), where NetLink Trust receives the request for Non-Residential End-User Connection via the NetLink Trust Platform, NetLink Trust will validate and notify the Requesting Licensee, so that the Requesting Licensee is able to make the necessary corrections in real time, if the Request cannot be processed due to any of the following reasons:

- (a) Data entered for the fields does not meet the required format;
- (b) the Request does not contain all the required information or the information provided is inaccurate or misleading; or
- (c) the service activation date requested is less than five (5) Business Days where NetLink Trust provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where NetLink Trust provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located, or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required from the date of receipt of a Request;

(B)(ii) Further to clause 5.3 (B)(i), within one (1) Business Day of the date on which NetLink Trust receives the request via the NetLink Trust Platform for Non-Residential End-User Connection (**Request Date**) and subject to clause 5.2, NetLink Trust must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) if its Request is rejected for any one of the following reasons:

- (a) the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule; or
- (b) where either the first or second fibre (if provided) of the First Termination Point are not in use, the request to install an Additional Termination Point will be rejected. Where the first and second fibre (if provided) of the First Termination Point are in use, NetLink Trust will offer to install an Additional Termination Point in accordance with the charges stated in Schedule 15.

Where the NetLink Trust Platform is experiencing technical problems, NetLink Trust shall inform the Requesting Licensee to submit the Requests through email or alternative means of communication.

- 5.4 Within five (5) Business Days where NetLink Trust provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where NetLink Trust provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located, or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required of the Request Date and subject to clause 5.2, NetLink Trust must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) whether its Request is accepted, or if rejected, for any one of the following reasons, except where there is insufficient capacity, NetLink Trust must also notify the Requesting Licensee within five (5) Business Days where NetLink Trust provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where NetLink Trust provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required of the Request Date that there is insufficient capacity and the timeframe to notify the acceptance or rejection of the Request shall be extended to within ten (10) or forty (40) Business Days of the Request Date:

- (a) the equipment or services that the Requesting Licensee proposes to use or to provide interfere with, or cause deterioration to services supplied by NetLink Trust;
- (b) there is obstruction from building owner, building management, home owner or End-User to NetLink Trust installation or installation schedule. NetLink Trust shall use its best endeavours to resolve such obstructions;
- (c) the Transmission Tie Cable (installed pursuant to Co-location Service in Schedule 12) for connection to the Non-Residential End-User Connection is yet to be operational at

the point in time of NetLink Trust's provisioning of the Non-Residential End-User Connection; or

- (d) there are security and confidentiality requirements or restrictions imposed on NetLink Trust by Government Agencies.

5.5 If there is sufficient capacity to provide the Non-Residential End-User Connection pursuant to clause 6.1, NetLink Trust shall advise the Requesting Licensee within five (5) Business Days where NetLink Trust provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where NetLink Trust provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located, or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required whether the Non-Residential End-User Connection has been successfully set up. In the event that there is insufficient capacity to provide the Non-Residential End-User Connection pursuant to the Request due to sudden surge of orders in a short period of time at a location or multiple Requesting Licensees serving the same location giving rise to rapid exhaustion of fibres for that location or NetLink Trust's Network has not been rolled out to that location, clause 6.2 shall apply and NetLink Trust shall inform the Requesting Licensee accordingly within five (5) Business Days where NetLink Trust provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where NetLink Trust provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located, or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required and advise the Requesting Licensee that the RFS of the Non-Residential End-User Connection will be extended to within ten (10) Business Days if there is insufficient capacity from FTTB Node of the Non-Residential End-User Connection to the Termination Point or within forty (40) Business Days if there is insufficient capacity from CO to the Termination Point. Upon receipt of NetLink Trust's notification of insufficient capacity, the Requesting Licensee has an option to either select a new appointment date or cancel the Request without charges within three (3) Business Days, through NetLink Trust Platform, when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform. The status of the Request shall be made available to the Requesting Licensee on the NetLink Trust Platform updated on a daily basis each time the status of the Request changes.

5.6 The Requesting Licensee shall pay NetLink Trust the applicable Installation of Network Charge, Service Activation Charge and Patching Charge specified in Schedule 15 (Charges) for provisioning the Non-Residential End-User Connection. For the avoidance of doubt, the Service Activation Charge specified in Schedule 15 (Charges) is applicable for each activation of service on any fibre strand from the First Termination Point, the Additional Termination Point or any other Termination Points.



- 5.7 Where NetLink Trust rejects the Request for Non-Residential End-User Connection, NetLink Trust shall provide reasons explaining the basis for rejection promptly.
- 5.8 Where it is subsequently determined by NetLink Trust that a valid Non-Residential End-User Connection Request submitted by the Requesting Licensee is for a Residential Premise (due to an error in Mandated Services Information which is caused solely by NetLink Trust, its contractors or suppliers), then NetLink Trust shall duly inform the Requesting Licensee of the nature of such error, and commence to deliver the service after the Requesting Licensee confirms that it wishes to proceed with the order; however, any charges imposed by NetLink Trust will follow the rates for a Residential End-User Connection (i.e. the entire clause 1 of Schedule 15).
- 5.9 Where it is subsequently determined by NetLink Trust that a valid Non-Residential End-User Connection Request submitted by the Requesting Licensee is for a Non-Residential Premise that is not a covered site (due to an error in Mandated Services Information which is caused solely by NetLink Trust, its contractors or suppliers), then NetLink Trust shall duly inform the Requesting Licensee of the nature of the error, and have the right to reject the Non-Residential End-User Connection Request; however NetLink Trust shall credit the Requesting Licensee with a one (1) month rebate of the Monthly Recurring Charge. For the avoidance of doubt, this clause 5.9 shall also be applicable to a rejection under clauses 5.4(b) or 5.4(d). The rebates, where applicable will be shown in the next Invoice.
- 5.10 For the avoidance of doubt:
- (a) where NetLink Trust discovers any error in the Mandated Services Information which is caused solely by NetLink Trust, its contractors or suppliers, NetLink Trust shall inform the Requesting Licensee of the error and the correct Mandated Services Information within one (1) Business Day of NetLink Trust's discovery of the error;
  - (b) where NetLink Trust is informed of an error in the Mandated Services Information which is caused solely by NetLink Trust, its contractors or suppliers, NetLink Trust shall inform the Requesting Licensee of the error and the correct Mandated Services Information within three (3) Business Days of being informed of the error;
  - (c) the timeframe to inform the Requesting Licensee of an error in the Mandated Services Information or the correct Mandated Services Information indicated under clauses 5.10(a) and 5.10(b) shall exclude any delays caused by third parties such as building owners and/or management or end-user, who obstructs NetLink Trust during NetLink Trust's site survey or related checks;

- (d) where the Requesting Licensee wishes to cancel the Non-Residential End-User Connection Request due to the error in the Mandated Services Information which is caused solely by NetLink Trust, its contractors or suppliers, or to change any parameter in the Non-Residential End-User Connection Request for the same reason, NetLink Trust shall not require the Requesting Licensee to bear the Cancellation Charge specified in Schedule 15 (Charges) or any additional charges in relation to the cancellation or change in parameter(s). The Requesting Licensee shall submit the cancellation request due to the error in the Mandated Services Information via manual means or the NetLink Trust Platform, when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform; and
- (e) where NetLink Trust fails to meet its Service Level Guarantees due to the error in Mandated Services Information which is caused solely by NetLink Trust, its contractors or suppliers, the Requesting Licensee is entitled to make a claim for the remedy provided by NetLink Trust pursuant to clause 2 of this Schedule; however, the Service Level Guarantees shall not apply during the time taken by the Requesting Licensee to consider whether to proceed with the order. For avoidance of doubt, the service activation period for such Request shall be deemed to start from the date of the Request.
- (f) where NetLink Trust has successfully changed the classification of a premise type from a Residential premise to a Non-Residential premise upon the request of the Requesting Licensee, any error in the Mandated Services Information shall not apply. For the avoidance of doubt, NetLink Trust shall update the classification of the premise to Non-Residential Premise in its Mandated Services Information after the change of classification has taken effect.

## 6. DELIVERY

- 6.1 Subject to clauses 5.2, 5.3, 5.4 and 6.2, NetLink Trust shall provide the Non-Residential End-User Connection by the end of five (5) Business Days where NetLink Trust provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where NetLink Trust provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required or, where applicable, a later date selected by the Requesting Licensee from the receipt of a valid Request from the Requesting Licensee, where NetLink Trust has deployed its Network to the FTTB Node of the Non-Residential Premise. NetLink Trust shall use its reasonable endeavours to install the First or, where necessary, the

Additional Termination Point of the Non-Residential Premise, if applicable, during the Requesting Licensee's preferred session.

6.2 (A) Where there is insufficient capacity to provide the Non-Residential End-User Connection, NetLink Trust shall subject to clause 5.2 provide the Non-Residential End-User Connection:

- (a) within ten (10) Business Days from the receipt of a valid Request from the Requesting Licensee if additional capacity is required to be installed between the FTTB Node of the Non-Residential Premise and the First or Additional Termination Point of the Non-Residential Premise; or
- (b) within forty (40) Business Days from the receipt of a valid Request from the Requesting Licensee if additional capacity is required to be installed between the designated Central Office and the First or Additional Termination Point of the Non-Residential Premise.

NetLink Trust shall use its reasonable endeavours to install the First or Additional Termination Point of the Non-Residential Premise, if applicable, during the Requesting Licensee's preferred session.

(B) Where there is a delay during service provisioning, NetLink Trust shall make available promptly and no less frequently than on a daily basis on the NetLink Trust Platform (after the Platform is operational) and via email, up-to-date information on: (a) the reasons for the delay; (b) the estimated/revised timeframe required to complete service provisioning; and (c) any changes and/or updates to (a) and/or (b) herein, until the delay is resolved and service is provisioned. In certain instances, NetLink Trust may through the NetLink Trust Platform, request the Requesting Licensee to arrange with the End-User a reappointment after the delay is resolved. The Requesting Licensee may either arrange the reappointment or cancel the Request without charges within three (3) Business Days in the event of insufficient capacity, through the NetLink Trust Platform, when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform.

For each Request which could not be provisioned on the requested service activation date, NetLink Trust will provide a report stating the cause of delay (e.g. resource constraints, network segment) and the estimated timeframe for resolution of the delay and estimated timeframe for completion of service provisioning. Such report shall be provided, via email, to the Requesting Licensee the Business Day after the relevant requested service activation date. Where NetLink Trust seeks to claim exemption from SLGs for delays caused by third parties beyond NetLink Trust's reasonable control and despite its best endeavours to resolve such delay, NetLink Trust

shall provide clear explanations on the circumstances surrounding the delay, the efforts made to resolve the said delays and the estimated/revised timeframe to resolve the delays.

For orders which have been delayed for more than two (2) months, NetLink Trust shall at all times:

- (a) exercise its best endeavours to resolve the delays before rejecting any orders;
- (b) consider feedback received from the Requesting Licensee prior to any rejection of an order; and
- (c) in addition to providing updates no less frequently than once every day as above, update the Requesting Licensee on a weekly basis, providing clear explanations on the circumstances surrounding the delays and NetLink Trust's best endeavours to resolve the said delays.

For the avoidance of doubt, NetLink Trust shall not be entitled to reject any orders which have been delayed for more than two (2) months unless and until it has fulfilled all of requirements (a), (b) and (c) above, and the Requesting Licensee has been given an opportunity to make representations to NetLink Trust to express its objection to NetLink Trust's proposed rejection of the order, in accordance with the requirements set out below in this clause 6.2(B).

Where NetLink Trust proposes to reject an order which has been delayed for more than two (2) months, it shall give prior notice to the Requesting Licensee of its intention to do so and provide the Requesting Licensee with an opportunity to object to NetLink Trust's proposed rejection.

Where the Requesting Licensee objects to NetLink Trust's proposed rejection of such orders, the Requesting Licensee must substantiate the objection within three (3) Business Days with the appropriate documentary evidence and provide a timeframe to resolve the delay.

Where the Requesting Licensee is able to substantiate the objection with the appropriate documentary evidence, NetLink Trust must provide the Requesting Licensee with the additional time necessary to provision or reject the order should the Requesting Licensee have no further objection to NetLink Trust's proposed rejection of the order.

NetLink Trust shall proceed to reject the order where the Requesting Licensee fails to substantiate its objection within three (3) Business Days. In the event the Requesting Licensee disputes NetLink Trust's decision to reject such orders, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 17 of the ICO Agreement.

For the avoidance of doubt, nothing in this clause shall preclude the Requesting Licensee from submitting a new Request for the Non-Residential End-User Connection once the delays have been resolved. In such cases, NetLink Trust shall not be entitled to impose any rejection or re-submission charges on the Requesting Licensee where the Requesting Licensee submits the new Request in accordance with this clause 6.2(B).

- 6.3 Where requested by the Requesting Licensee, NetLink Trust will install in-building cabling to be terminated at the First Termination Point inside the Requesting Licensee's Non-Residential Premise. However, NetLink Trust is not liable to provide in-building ducting and cabling due to the following reasons:
- (a) the Non-Residential Building may already have in-building ducting and cabling; or
  - (b) building owners may have their own preferences, requirements and constraints for in-building ducting and cabling.
- 6.4 If the Requesting Licensee requests NetLink Trust to install the in-building enclosure, ducting, cable tray and cabling, an additional one-time charge as stated in Schedule 15 (Charges) will be applicable.
- 6.5 Where the owner of a Non-Residential Premise requires the use of deployment technique other than open ducting (for the avoidance of doubt, such deployment shall be provided by a third party), NetLink Trust shall inform the Requesting Licensee, and both parties shall mutually agree to a revised implementation timeline.
- 6.5A Where the owner of a Non-Residential Premise requires the use of non-standard installation materials or non-standard deployment technique to be provided by NetLink Trust, NetLink Trust shall give the Requesting Licensee prior written notice of the additional costs associated to the use of such non-standard installation materials or non-standard deployment technique, and NetLink Trust shall thereafter be entitled to recover such costs from the Requesting Licensee on a Cost-Oriented Basis. Upon receipt of the acceptance of the additional costs from the Requesting Licensee, NetLink Trust shall inform the Requesting Licensee and both parties shall mutually agree to a revised implementation timeline.
- 6.6 Unless otherwise stated, NetLink Trust shall retain the responsibility for working at NetLink Trust's FDF at the Central Office and Building MDF Room, FTTB Node and First Termination Point, including Patching Service at NetLink Trust's FDF at the Central Office, Building MDF Room and FTTB Node in accordance with Schedule 13 (Patching Service). The Requesting Licensee shall bear the Charges for such work carried out by NetLink Trust.

- 6.7 Where the Requesting Licensee requests Non-Residential End-User Connection for the purpose of providing OE services to the End-User, NetLink Trust will provide the necessary Patching Service at NetLink Trust's FDF in the Building MDF Room using Patch Cable of not exceeding ten (10) metres in length. The Requesting Licensee shall provide its own Patch Cable if it requires a longer Patch Cable. For the avoidance of doubt, where the Requesting Licensee provides its own Patch Cable, NetLink Trust will not offer and Requesting Licensee shall not request for any rebate or discount over the Patching Service or the Non-Residential End-User Connection.
- 6.8 NetLink Trust will only use optical fibre cable based on the ITU-T G.652D or ITU-T G.657A standard for outdoor installations and the ITU-T G.657A standard for in-building installations (where applicable) to deliver the Non-Residential End-User Connection.
- 6.9 NetLink Trust will test the optical fibre cable from NetLink Trust's FDF at its designated Central Office or the Requesting Licensee's FDF at the Central Office designated by NetLink Trust to the First Termination Point at the Non-Residential Premise (subject to clauses 6.3 and 6.4) or otherwise to the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends, to ensure that the Non-Residential End-User Connection operates within the specified optical performance. Testing will be conducted at wavelengths of 1310nm, 1490nm and 1550nm.
- 6.10 NetLink Trust shall ensure that the optical power loss:
- (a) of any Non-Residential End-User Connection for the purpose of provision of GPON services does not exceed -28dB; and
  - (b) of any Non-Residential End-User Connection for the purpose of provision of OE services does not exceed -20 dB from NetLink Trust's FDF in the CO or the Requesting Licensee's FDF at the Central Office designated by NetLink Trust to NetLink Trust's FDF in the Building MDF Room, and does not exceed -20dB from NetLink Trust's FDF in the Building MDF Room to the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or otherwise to the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends.
- 6.11 NetLink Trust shall promptly notify the Requesting Licensee upon the completion of the Non-Residential End-User Connection.
- 6.12 Subject to clause 6.13 and only applicable to a Service Request with twelve (12) months minimum contract term, in the event NetLink Trust fails to meet the applicable service activation period for a Request, NetLink Trust shall compensate the Requesting Licensee an amount equal to the number of days of delay multiplied by the SAP Rebate for the Non-

Residential End-User Connection, subject to a maximum of 60 times the SAP Rebate for the Non-Residential End-User Connection, where:

$$\text{SAP Rebate} = \text{Monthly recurring charge} \times 12 / 60$$

Subject to clause 6.13 and only applicable to a Service Request with one (1) month minimum contract term, in the event NetLink Trust fails to meet the applicable service activation period for a Request, NetLink Trust shall compensate the Requesting Licensee an amount equal to the number of days of delay multiplied by the daily recurring charge for the Non-Residential End-User Connection, subject to a maximum of 50% of the monthly recurring charge for the Non-Residential End-User Connection, where

$$\text{Daily Recurring Charge} = \text{Monthly Recurring Charge (1 month contract)} / 30$$

6.13 NetLink Trust shall not be required to compensate the Requesting Licensee under any of the following circumstances:

- (a) Delay in the granting of permission from or permission is not granted by the building owners/management or End-User to install the required Network to the Non-Residential Premise within the said building, despite NetLink Trust using its best endeavours to obtain expeditiously such permission, provided that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to obtain expeditiously the permission, NetLink Trust will provide evidence that it has used such best endeavours;
- (b) The owner of a Non-Residential Premise requires the use of a deployment technique other than open ducting;
- (c) The Requesting Licensee requests the deferment of the service activation date; or
- (d) In the event of any obstruction from building owner or building management to NetLink Trust's installation or installation schedule or any of the circumstances described in clauses 2.6(e) and 2.6(f) above, NetLink Trust shall use its best endeavours to remedy it expeditiously. Subject to clause 2.6(A), the Requesting Licensee hereby acknowledges and agrees that NetLink Trust shall not be held liable for any delays upon NetLink Trust's best endeavours in attempting to resolve expeditiously any obstruction from building owner or building management. In the event the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to resolve expeditiously such obstruction, NetLink Trust will provide evidence that it has used such best endeavours;

- (e) The building which was initially under network coverage has been reconstructed and NetLink Trust has to reinstall its Network to the building.

For the avoidance of doubt, where the service activation date has been revised pursuant to any of the circumstances contemplated in this clause 6.13 or elsewhere in the ICO Agreement (unless otherwise stated), NetLink Trust shall nevertheless be required to compensate the Requesting Licensee if it fails to meet the revised implementation timeline.

6.14 The Requesting Licensee may submit a Request for express service activation period of one (1) Business Day for the provision of a Non-Residential End-User Connection via manual means or NetLink Trust Platform, when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform. The NetLink Trust Platform will provide the available slots for express service which will be distinguishable from slots available for normal service. All Requests for express service activation shall be subject to the following conditions:

- (a) NetLink Trust's fibre network has already been rolled out from the Central Office to the Building MDF Room and from the Building MDF Room to the First Termination Point in the Non-Residential Premise (which must already been installed and where the location of the First Termination Point remained unchanged) or to the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located. Where the Request is submitted via the NetLink Trust Platform, when available, the NetLink Trust Platform will also indicate if the particular premise is eligible for express service. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform;
- (b) The maximum number of Requests for express service activation of both Residential End-User Connections and Non-Residential End-User Connections is limited to a total of forty (40) Requests per Business Day from all Requesting Licensees. Each Request for express service activation of Non-Residential End-User Connection fulfilled by NetLink Trust will be counted towards NetLink Trust's fulfilment of its Non-Residential End-User Connections Quota;
- (c) Express service for 2<sup>nd</sup> Fibre activation applies only if there are available fibres in all segments from CO to the 2<sup>nd</sup> port of the First Termination Point. Where the Request is submitted via the NetLink Trust Platform, when available, the NetLink Trust Platform will also indicate if the particular premise is eligible for express service. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform;



- (d) There is a daily cut off-time of 12 noon for the Requesting Licensee to submit Requests for express service activation. All Requests for express service activation received by 12 noon daily will be provisioned by the next Business Day. Any Requests for express service activation received after 12 noon daily will be provisioned two (2) Business Days later;
- (e) The Requesting Licensee hereby acknowledges and agrees that NetLink Trust shall not be held liable for any delays where NetLink Trust has exercised its best endeavours in its attempt to remedy expeditiously any obstructions from building owner, building management, home owner or End-User to NetLink Trust's installation or installation schedule or any of the circumstances described in clauses 2.6(e) and 2.6(f) above during the express service activation. Provided that in the event the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to remedy expeditiously the obstruction, NetLink Trust will provide evidence that it has used such best endeavours ;
- (f) NetLink Trust shall only provision Requests for express service activation which meet the conditions stated in (a), (b) and (c) above, and will reject the Request for express service activation if any of the conditions in (a), (b) and (c) above or, if applicable, as specified in clauses 5.3 and 5.4 above are not met. The Requesting Licensee shall pay the applicable charges for Request for express service activation in accordance with Schedule 15 (Charges);
- (g) The Cancellation Charge set out in accordance with Schedule 15 (Charges) shall be applicable should the Requesting Licensee cancel the Request for express service activation after acceptance by NetLink Trust of such Request; and
- (h) The provisioning of the Request for express service activation will only cover patching in Building MDF Room/FTTB Node and/or Central Office by NetLink Trust. The power meter measurement will be performed during patching at Central Office (from Central Office to MDF). For the avoidance of doubt, NetLink Trust shall comply with clause 6.10.

6.15 Where the Requesting Licensee submits the order via the NetLink Trust Platform, when available, the NetLink Trust Platform will provide the available slots for express service which will be distinguishable from the slots available for normal service for Requesting Licensee to order. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform. The Request for express service activation is also applicable for Non-Residential Connections where internal wiring is not required (as set out in clause 3.3) provided that the following conditions have been met:

- (a) The Requesting Licensee undertakes to maintain the network and troubleshoot in the event of faults;
- (b) The maximum number of Requests for express service activation of both Residential End-User Connections and Non-Residential End-User Connections is limited to a total of forty (69) Requests per Business Day from all Requesting Licensees. Each Request for express service activation of Non-Residential End-User Connection fulfilled by NetLink Trust will be counted towards NetLink Trust's fulfilment of its Non-Residential End-User Connections Quota;
- (c) Express service for 2<sup>nd</sup> Fibre activation applies only if there are available fibres in all segments from CO to the 2<sup>nd</sup> port of the First Termination Point. Where the Request is submitted via the NetLink Trust Platform, when available, the NetLink Trust Platform will indicate if the particular premise is eligible for express service. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform:
- (d) There is a daily cut off-time of 12 noon for the Requesting Licensee to submit Requests for express service activation. All Requests for express service activation received by 12 noon daily will be provisioned by the next Business Day. Any Requests for express service activation received after 12noon daily will be provisioned two (2) Business Days later;
- (e) The Requesting Licensee hereby acknowledges and agrees that NetLink Trust shall not be held liable for any delays where NetLink Trust has exercised its best endeavours in its attempts to remedy expeditiously any obstructions from building owner, building management, home owner or End-User to NetLink Trust's installation or installation schedule or any of the circumstances described in clauses 2.6(e) and 2.6(f) above during the express service activation. Provided that in the event the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to remedy expeditiously the obstruction, NetLink Trust will provide evidence of that it has used such best endeavour ;
- (f) NetLink Trust shall only provision Requests for express service activation which meet the conditions stated in (a), (b) and (c) above, and will reject the Request for express service activation if any of the conditions in (a), (b) and (c) above or, if applicable, as specified in clauses 5.3 and 5.4 above are not met. The Requesting Licensee shall pay the applicable charges for Request for express service activation in accordance with Schedule 15 (Charges); and

- (g) The cancellation charge set out in accordance to Schedule 15 (Charges) shall be applicable should the Requesting Licensee cancel the Request for express service activation after acceptance by NetLink Trust of such Request.
- (h) In the event, NetLink Trust is unable to provision the express service within one (1) Business Day due to NetLink Trust's fault, NetLink Trust will not charge the additional applicable charges for express service activation, but impose charges applicable for normal installation service as stated in Schedule 15 (Charges) and shall provision the Request within five (5) Business Days (where NetLink Trust provides the service up to the FTTB Node of the Non-Residential Premise), seven (7) Business Days (where NetLink Trust provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located) or ten (10) Business Days (where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required). Where the provisioning delay persists beyond five (5) Business Days (where NetLink Trust provides the service up to the FTTB Node of the Non-Residential Premise), seven (7) Business Days (where NetLink Trust provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located) or ten (10) Business Days (where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required), the SLG shall apply starting from the fifth (5th) Business Day (where NetLink Trust provides the service up to the FTTB Node of the Non-Residential Premise), seventh (7th) Business Day (where NetLink Trust provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located) or tenth (10th) Business Day (where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required) from the date of Request.

- 6.16 (a) Should NetLink Trust encounter any events described in clause 2.6 above which prevents the fulfilment of the Request within the stipulated service activation period, NetLink Trust shall inform the Requesting Licensee accordingly and provide information on (i) cause of delay, (ii) actions taken or to be taken, (iii) tentative revised RFS date including further revisions, if any and (iv) suspension of any relevant Service Level Guarantee. NetLink Trust shall provide the Requesting Licensee with the status of the affected orders on a periodic basis until completion. However, NetLink Trust may not be able to provide revised RFS date for delays outside NetLink Trust's control which includes but not limited to, RFS dependent on the response from Building Management, Requesting Licensee and/or End-User.
- (b) For avoidance of doubt, NetLink Trust shall use its best endeavours to resolve any obstructions and/or access issues but will not be responsible for the resolution or removal of such events described in clause 2.6 above which prevent the fulfilment of

the Request within the stipulated service activation period and NetLink Trust shall not be liable for any such delays.

- (c) Where there is a delay during service provisioning, the NetLink Trust Platform will provide the reasons for the delay and the estimated/revised timeframe required to complete service provisioning. In certain instances, NetLink Trust may request the Requesting Licensee to arrange with the End-User a reappointment after the delay is resolved. NetLink Trust will notify the Requesting Licensee via the NetLink Trust Platform, when available for such requests. The Requesting Licensee is able to arrange the reappointment via the NetLink Trust Platform, when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform.
- (d) If there is an undue delay for more than two (2) weeks after service activation date (as stipulated under clauses 6.1 or 6.2), the Requesting Licensee shall be allowed to cancel without incurring cancellation charges.

## **7. RESPONSIBILITY AT DP AND NETLINK TRUST FDF**

- 7.1 The Requesting Licensee shall not, and shall ensure that its employees, agents and contractors do not, at any time access NetLink Trust's FDF at the Central Office and Building MDF Room, the FTTB Node and the Distribution Point.
- 7.2 Where the Requesting Licensee wishes to change the existing patching connection at NetLink Trust's FDF at the Central Office, Building MDF Room or FTTB Node, the Requesting Licensee shall submit an application for the termination of existing Patching Service and order for a new Patching Service at the Central Office, Building MDF Room or FTTB Node in accordance with Schedule 13 (Patching Service).

## **8. DEACTIVATION**

- 8.1 Subject to the minimum contract term, the Requesting Licensee may deactivate the Non-Residential End-User Connection by giving NetLink Trust a Request not less than ten (10) Business Days before the date of deactivation.
- 8.2 The cancellation of the Request for deactivation shall be submitted to NetLink Trust at least one (1) Business Day before the date of the deactivation of the Non-Residential End-User Connection.
- 8.3 If the Non-Residential End-User Connection service is terminated by the Requesting Licensee pursuant to clause 8.1 before the expiry date of the minimum contract term, the Requesting

Licensee must pay NetLink Trust one hundred percent (100%) of the Monthly Recurring Charge for the remainder of the minimum contract term.

- 8.4 Where any Patching Service is no longer required as a result of the termination of the Non-Residential End-User Connection, NetLink Trust shall remove the Patching Service at all the relevant access points and the Requesting Licensee shall be liable for the termination charges for removing the Patching Service at the Central Office designated by NetLink Trust in accordance with Schedule 15 (Charges). Notwithstanding the above, the Requesting Licensee shall not be liable to pay any Charges for the removal of Patching Service related to or in connection with the termination of the Non-Residential End-User Connection, if such termination is the result of NetLink Trust's fault.

## **9. STANDARD TERMS AND CONDITIONS**

- 9.1 NetLink Trust shall at its sole discretion determine its network deployment, including but not limited to the access points, fibre cable routing and location of the Central Office, Building MDF Room, FTTB Node, Distribution Point and Termination Point from which the Non-Residential End-User Connection is provided. Prior to installation of the Termination Point, NetLink Trust will assess the suitability of the location for the deployment of active equipment, such that there will be adequate ventilation and power within the reach of active equipment. Notwithstanding, NetLink Trust's assessment and recommendation on the location of the Termination Point, NetLink Trust shall defer to the agreement or instructions of the End-User. The Requesting Licensee, its agents or sub contractors shall not tamper with, modify, remove or re-locate any Termination Point or any part of the Network in any way or take steps to repair any Termination Point or any part of the Network.
- 9.2 NetLink Trust shall be responsible for the maintenance of the Non-Residential End-User Connection, excluding all in-building enclosure, ducting, cabling and cable tray provided by building owner installed under this Schedule.
- 9.3 Except to the extent strictly necessary to accurately describe the service to actual or potential Customers, the Requesting Licensee shall not use NetLink Trust's name, any of NetLink Trust's trademarks or the fact that any service is supplied using NetLink Trust's Network in promoting the Requesting Licensee's service.
- 9.4 The Parties shall in good faith co-operate with each other and take reasonable measures to ensure that there is no interference with or deterioration to NetLink Trust's existing services or those of a Third Party as a result of the Requesting Licensee's use of the Non-Residential End-User Connection.

#### Clause 9.5 – REQUIRED MODIFICATIONS

9.5 If it is necessary to carry out any planned service interruption, including but not limited to planned repair, or replacement or upgrade to any equipment or facility forming part of the Non-Residential End-User Connection, NetLink Trust shall provide the Requesting Licensee with at least four (4) weeks' notice in advance of such interruptions, repairs or upgrades, and shall inform Requesting Licensees of the period of service interruption. Where the Requesting Licensee objects to NetLink Trust's proposed period of service interruption, the Requesting Licensee must substantiate the objection within five (5) ~~two (2)~~ Business Days with the appropriate reasons. NetLink Trust shall give due consideration to the Requesting Licensee's request for change in period of service interruption to the extent feasible and subject to clause 9.8. In the event that it is necessary for the planned service interruption to be postponed, NetLink Trust shall provide the Requesting Licensee with no less than one (1) weeks' notice prior to the original scheduled commencement date of the service interruption. Where, for reasons beyond its control, NetLink Trust is unable to give advance notice to the Requesting Licensee as required by this clause 9.5, e.g. where the service interruption or postponement thereof is necessitated by site works carried out by Third Parties and such Third Parties do not give NetLink Trust sufficient advance notice, NetLink Trust shall notify the Requesting Licensee of the service interruption, or postponement thereof (as the case may be), as soon as is practicable and shall inform Requesting Licensee of the period of and the reason for service interruption in accordance with the requirements for an urgent service interruption in clause 9.6. NetLink Trust shall use its best endeavours to minimise any service disruption to the Requesting Licensee.

**IMDA Directed Modifications: IMDA refers NetLink Trust to Section 2.3 of IMDA's Decision. Accordingly, IMDA directs NetLink Trust to amend the timeline in clause 9.5 to allow RLs to request for change in planned service interruption date within five (5) business days.**

9.6 If it is necessary to carry out an urgent service interruption, including but not limited to circumstances in which it is necessary for a planned service interruption to be postponed or brought forward, and NetLink Trust is unable to give advance notice to the Requesting Licensee as required by clause 9.5 for reasons beyond NetLink Trust's control, NetLink Trust shall notify the Requesting Licensee as soon as is practicable of: (i) the commencement date and time of the urgent service interruption; and (ii) the estimated period and end date of the urgent service interruption; and (iii) the reason for such urgent service interruption. NetLink Trust shall also inform the Requesting Licensee as soon as the urgent service interruption has ended. NetLink Trust shall use its best endeavours to minimise any service disruption to the Requesting Licensee.

9.7 NetLink Trust shall include the following details in the written notification or via NetLink Trust Platform APIs to the Requesting Licensee:

- (a) Affected Location;
- (b) Date of occurrence;
- (c) Time of occurrence (start & end timings);
- (d) Cause of Planned Disruption;
- (e) Order Request Identifier of the affected orders; and
- (f) NetLink Trust's Network Operations Centre Contact Number.

#### **Clause 9.8 – REQUIRED MODIFICATIONS**

- 9.8 If the planned service interruption affects Non-Residential End-User Connections, NetLink Trust will endeavour to carry out the planned service interruption between 12am and 6am, unless it is not feasible for NetLink Trust to do so.

**IMDA Directed Modifications: IMDA refers NetLink Trust to Section 2.3 of IMDA's Decision. Accordingly, IMDA directs NetLink Trust to revert clause 9.8 to its original drafting.**

- 9.9 Subject to Requesting Licensee acquiring redundancy service, NetLink Trust shall, where technically feasible, provide assistance to the Requesting Licensee to divert its Non-Residential End-User Connection to the redundancy service before commencing the planned service interruption.
- 9.10 Where there are available resources, NetLink Trust will, where possible, first divert critical links to alternative routings before commencing the planned service interruption.
- 9.11 Subject to clauses 9.5, 9.6 or 9.7, NetLink Trust shall not be liable for any loss caused by such service interruption, except for any Service Level Guarantee that arises from NetLink Trust carrying out the service interruption outside of the stipulated period and the Requesting Licensee has reported the fault in accordance with clause 11.
- 9.12 The Requesting Licensee shall be responsible to the Requesting Licensee's Customers for all aspects of the Requesting Licensee's services including but not limited to the operations and maintenance of the Requesting Licensee's service and the maintenance and availability of in-building enclosure, ducting, cabling and cable tray provided by the building owner.
- 9.13 The Requesting Licensee must procure and maintain at its own costs and/or expenses:

- (a) any equipment or software needed to implement, receive or use the Non-Residential End-User Connection (including but not limited to any configuration of the NTE at the Non-Residential Premise);
- (b) co-location at the designated Central Office and Building MDF Room; and
- (c) access to the Non-Residential Premise.

- 9.14 Upon receipt by NetLink Trust of any request from Requesting Licensee for Removal, NetLink Trust shall check if the Termination Point is in use by any Requesting Licensee. NetLink Trust will reject the request if the Termination Point is in use, otherwise NetLink Trust shall perform such Removal which shall not include removal of any part of the Network, surface trunking and/or Termination Point that are concealed either by a false ceiling, within any furniture or rendered inaccessible. NetLink Trust shall be responsible for obtaining the relevant approvals or consent from the relevant building owner or authorities such that NetLink Trust and/or its contractors have ease of access to perform such Removal. Where it is necessary for NetLink Trust to seek the Requesting Licensee's assistance in order to obtain such approvals or consent, the Requesting Licensee shall render all necessary assistance, and all Parties shall cooperate in good faith to secure the approvals or consent. The Requesting Licensee will have to bear the charge for Removal of the Termination Point in accordance with Schedule 15 (Charges). NetLink Trust shall use its best endeavours to minimize damage to the wall and/or other fittings save that NetLink Trust shall not be responsible or liable to move or shift any furniture or items belonging to End-User, re-plaster the wall, perform any painting works or reinstate the wall and/or other fittings accordingly.
- 9.15 Nothing in this Schedule vests in the Requesting Licensee any right, title or proprietary interest in the optical fibre cable, equipment or facilities forming part of the Non-Residential End-User Connection.
- 9.16 Onsite charges are applicable whenever Requesting Licensee requests for NetLink Trust to be onsite other than for provisioning of Non-Residential End-User Connection or for reasons caused by NetLink Trust's fault or error.
- 9.17 Upon receipt by NetLink Trust of any request from Requesting Licensee for relocation or repair and replacement of Termination Point within the same premise, NetLink Trust shall perform such relocation or repair and replacement of Termination Point. For relocation of Termination Point, it shall not include removal of any part of the Network, surface trunking and/or Termination Point that are concealed either by a false ceiling, within any furniture or rendered inaccessible. The Requesting Licensee will have to bear the charge for relocation or repair and replacement of the Termination Point in accordance to Schedule 15 (Charges). End-User shall ensure that NetLink Trust and/or its Contractor has ease of access to perform such relocation or



repair and replacement of Termination Point. NetLink Trust shall use its best endeavours to minimize damage to the wall and/or other fittings save that NetLink Trust shall not be responsible or liable to move or shift any furniture or items belonging to End-User, re-plaster the wall, perform any painting works or reinstate the wall and/or other fittings accordingly.

#### **Clause 9.18 – REQUIRED MODIFICATIONS**

9.18 The Requesting Licensee shall not submit any National Registration Identification Card or Foreign Identification Number numbers or any personal data that is not needed for NetLink Trust to process the Request or fault that has been reported (collectively, “**Unnecessary Data**”) through the NetLink Trust Platform. In the event that any Unnecessary Data has been submitted to NetLink Trust in any communications in connection with any Request or fault reporting, NetLink Trust reserves the right to impose a charge, under exceptional circumstances warranting NetLink Trust to do so, shall

~~(a) — as soon as practicable after its discovery of such Unnecessary Data inform the Requesting Licensee of such submission; and~~

~~(b) — impose a charge subject to the Authority’s approval, in accordance with clause 2.20.1 of Schedule 15 for removing such Unnecessary Data from NetLink Trust’s records.~~

**IMDA Directed Modifications: IMDA refers NetLink Trust to Section 2.2 of IMDA’s Decision. Accordingly, IMDA directs NetLink Trust to remove the imposition of a charge for removing Unnecessary Data from NetLink Trust’s records.**

#### **10. ACCESS AND APPROVALS REQUIRED**

10.1 The Parties shall comply with clause 15.5 of the main body of this ICO Agreement in relation to the obtaining of all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of the Non-Residential End-User Connection.

#### **11. FAULT REPORTING AND CLEARING**

11.1 Each Party must have or establish a Fault Reporting and Control Centre (**FCC**) to act as a single point of contact for the reporting, management and clearing of faults. The FCC must be available twenty-four (24) hours a day, seven (7) days a week.

11.2 It is the Requesting Licensee’s responsibility to determine the source of the fault at its own costs and/or expenses and to ensure that the fault does not lie within its network before reporting the fault to NetLink Trust. The Requesting Licensee shall pay NetLink Trust according to

Schedule 15 (Charges) for cancellation of any fault reported regardless of the response or stage of investigation by NetLink Trust.

11.3 Where the fault is reported via the NetLink Trust Platform, the Requesting Licensee shall indicate the following:

- (a) Order Request Identifier
- (b) Requesting Licensee Incident ID
- (c) Incident type
- (d) Description of fault ticket
- (e) End-User contact details

Upon successful submission of the fault, the NetLink Trust Platform will generate a fault acknowledgement.

Upon receipt of a fault report from the Requesting Licensee under clause 11.2, NetLink Trust shall investigate the cause of the fault experienced by the Requesting Licensee in a diligent and responsible manner as would be expected of a competent service provider. NetLink Trust shall be responsible for determining whether the source of the fault lies in NetLink Trust's Network. NetLink Trust shall provide periodic updates to the Requesting Licensee on the status of the fault rectification and also updates when there is a change in status of the fault investigation/rectification work through NetLink Trust Platform, when available or via manual means. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform. Where a fault is reported via manual means, Requesting Licensee shall submit information as required above. NetLink Trust may also provide the updates and status via email.

11.3A The Requesting Licensee shall have the option to attend the fault investigation procedure conducted by NetLink Trust at no additional Joint Investigation Charge to the Requesting Licensee. The Requesting Licensee shall indicate the request to attend NetLink Trust's fault investigation at the point of fault reporting. The date and time for such investigation shall be determined by NetLink Trust and the Requesting Licensee will be informed accordingly. In the event that the Requesting Licensee is not able to attend the fault investigation due to the Requesting Licensee's unavailability, the Requesting Licensee may request NetLink Trust to arrange an alternative date and time which shall be no later than one (1) Business Day after the originally proposed date and time of the investigation. NetLink Trust shall reasonably accommodate the Requesting Licensee's request for such schedule rearrangement. The

Requesting Licensee shall bear its own cost and/or expenses for attending such investigation as well as any testing or trouble-shooting activities required as a result of such investigation. Regardless of the outcome of the fault investigation, the Requesting Licensee shall be liable for any charge imposed by NetLink Trust for access to the Co-Location Space (where applicable). For the avoidance of doubt, this clause 11.3A does not apply to a request for joint investigation pursuant to clause 11.10.

- 11.4 If, following investigation, NetLink Trust determines that the fault is at the Transmission Tie Cable at the Central Office, NetLink Trust will patch the Non-Residential End-User Connection to another available Transmission Tie Cable Port and charge the Requesting Licensee a Patching Charge in accordance with Schedule 15 (Charges) if the Requesting Licensee was responsible for the fault at the Transmission Tie Cable at the Central Office.
- 11.5 If, following investigation, NetLink Trust determines that the fault is at the Patch Cable at the Building MDF Room, NetLink Trust will replace with another Patch Cable(s) and charge the Requesting Licensee a Patching Charge(s) in accordance with Schedule 15 (Charges) if the Requesting Licensee was responsible for the fault at the Patch Cable at the Building MDF Room.
- 11.6 If, following investigation, NetLink Trust determines that:
- (a) there is no fault in NetLink Trust's Network; or
  - (b) the fault resides in NetLink Trust's Network and such fault is not evidently caused by NetLink Trust or its contractors or NetLink Trust's Network or equipment,

then, upon completion of the fault investigation by NetLink Trust in the passive fibre network, NetLink Trust shall charge the Requesting Licensee a Fault Identification Charge for the fault reported in accordance with Schedule 15 (Charges) save that for faults falling under clause 11.6(b), NetLink Trust shall not impose the Fault Identification Charge where the faults are not evidently caused by the End-User, RSP or Requesting Licensee (including but not limited to situations where NetLink Trust's Network is damaged by rodent bites, cable cuts by Third Parties, and wear and tear of the fibre in NetLink Trust's Network).

In the event that the Requesting Licensee did not elect to participate in a joint investigation pursuant to clauses 11.3A or 11.10, and subsequently raises a dispute on the validity of the Fault Identification Charge imposed by NetLink Trust, NetLink Trust shall disclose to the Requesting Licensee the necessary evidence that supports the position taken by NetLink Trust. For avoidance of doubt, the Requesting Licensee shall accept the veracity of and rely solely on the evidence supplied by NetLink Trust when assessing whether the Fault Identification Charge was correctly levied by NetLink Trust in the event that the Requesting Licensee elects not to participate in the fault investigation or identification process conducted by NetLink Trust. If the

outcome of the assessment shows that the Fault Identification Charge was validly imposed on the Requesting Licensee, the Requesting Licensee will be liable for the Fault Identification Charge.

11.6A For the avoidance of doubt, NetLink Trust will bear the costs and/or expenses and responsibility for the rectification of any fault residing in NetLink Trust's Network (including but not limited to situations where NetLink Trust's Network is damaged by rodent bites, cable cuts by Third Parties, and wear and tear of the fibre in NetLink Trust's Network) unless such fault is evidently caused by the End-User, RSP or Requesting Licensee.

11.7 The process for fault investigation shall be as follows:

- (a) For each of the three (3) wavelengths of 1310nm, 1490nm and 1550nm, the optical where applicable, power shall be measured in accordance with clause 6.10 above , and the findings shall be clearly recorded using the "Fault Rectification Service Report" (Annex 2B).
- (b) if the power loss does not exceed the limit specified in clause 6.10 then the following steps shall be carried out before a finding of "no fault found" will be recorded:

- determine that the patching at CO/MDF room and the patch cord are properly installed
- determine the optical power at the output of splitter port, for GPON is within acceptable limits

Or determine the optical power at the output of the OE to NetLink Trust's FDF in the Building MDF room is within the acceptable limits

- determine that no macro bending that produces high loss
- determine that no dirty/damaged connector
- determine that no fibre cut or damaged Termination Point
- determine that there is no wrong patching
- measurements of the following shall also be taken :
  - optical time-domain reflectometer

power

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➤ loss

- (c) Upon completion of any fault investigation where both NetLink Trust and Requesting Licensee are present, NetLink Trust will hand over the Termination Point to the Requesting Licensee and both Parties shall jointly sign off on the “Fault Rectification Service Report” (Annex 2B), which will state the outcome of the investigation. For fault investigation where Requesting Licensee is not required to be present, NetLink Trust shall conclude the investigation on-site and inform the Requesting Licensee of the outcome accordingly. NetLink Trust shall provide periodic updates to the Requesting Licensee on the status of the investigation and also updates when there is a change in status of the investigation through NetLink Trust Platform, when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above features will be available on NetLink Trust Platform.

11.8 If NetLink Trust is unable to identify any fault, NetLink Trust will call for a fault identification coordination meeting between NetLink Trust and the Requesting Licensee to identify the fault. NetLink Trust will notify the Requesting Licensee on the request for fault identification. The Requesting Licensee shall provide all reasonable assistance requested by NetLink Trust. Each Party is to bear its own costs and/or expenses for attending such fault identification coordination meeting as well as any testing or trouble-shooting activities required as a result of such a meeting. For the avoidance of doubt, save as provided below, each party shall bear its own costs and/or expenses for the purpose of any fault investigation:

- (a) In the event that a particular fault is due to NetLink Trust or its contractors, NetLink Trust shall not impose any charge on the Requesting Licensee for access to the Co-Location Space (where applicable), regardless of whether it is a NetLink Trust-initiated fault identification coordination meeting or a Requesting Licensee-initiated joint investigation process. In addition, NetLink Trust shall not impose the joint investigation charge on the Requesting Licensee even if the fault identification process is initiated by the Requesting Licensee.
- (b) In the event that a particular fault is due to the Requesting Licensee or its contractors or its End-Users, NetLink Trust shall be entitled to impose a charge on the Requesting Licensee for access to the Co-Location Space (where applicable), regardless of whether it is an NetLink Trust-initiated fault identification coordination meeting or a Requesting Licensee-initiated joint investigation process. In addition, NetLink Trust shall also be entitled to impose the joint investigation charge on the Requesting Licensee if the fault identification process is initiated by the Requesting Licensee®.
- (c) In the event that it is agreed that a particular fault is not due to NetLink Trust (or its contractors) or the Requesting Licensee (or its contractors or End-Users), NetLink Trust

shall be entitled to impose a charge on the Requesting Licensee for access to the Co-Location Space (where applicable) only if it is an Requesting Licensee-initiated joint investigation process. In addition, NetLink Trust shall also be entitled to impose the joint investigation charge on the Requesting Licensee if the process was initiated by the Requesting Licensee.

#### **Clause 11.8 (d) – REQUIRED MODIFICATIONS**

- (d) Except for (a) above, if it is discovered that any part of the NetLink Trust Network located in the Non-Residential Premise is damaged, NetLink Trust shall impose the relevant repair and replacement charges in accordance to Schedule 15 (Charges) accordingly to the End-User and charge the End-User directly unless the damage is caused by the Requesting Licensee. ~~NetLink Trust will proceed to rectify the fault and the Requesting Licensee shall bear the repair and replacement charges.~~

**IMDA Directed Modifications: IMDA refers NetLink Trust to Section 2.2 of IMDA’s Decision. Accordingly, IMDA directs NetLink Trust to revert clause 11.8 (d) to its original drafting.**

- 11.9 The Non-Residential End-User Connection is deemed to be restored when NetLink Trust has tested and confirmed to the Requesting Licensee that the Non-Residential End-User Connection has been restored. NetLink Trust will notify the Requesting Licensee with the cause of fault.
- 11.10 Where the Requesting Licensee has lodged with NetLink Trust a fault report without indicating a request to attend the fault investigation procedure conducted by NetLink Trust and NetLink Trust is in the process of investigating the fault or where the Requesting Licensee has not lodged a fault report but suspect that there is a fault on the Non-Residential End-User Connection, the Requesting Licensee may request NetLink Trust for a joint investigation. The Requesting Licensee shall propose the date, time and venue for the joint investigation. Subject to NetLink Trust’s resource availability and agreement to the date, time and venue, NetLink Trust shall attend the joint investigation and charge the Requesting Licensee the Joint Investigation Charge according to Schedule 15 (Charges), if the fault is not due to NetLink Trust. If the fault is due to NetLink Trust, NetLink Trust will waive the Joint Investigation Charge. The process for a joint investigation shall be as described in clause 11.7. Clauses 11.8(a) to (c) will also apply to joint investigations under clause 11.10. Additionally, where the Requesting Licensee disputes NetLink Trust’s findings, the Requesting Licensee may request NetLink Trust for a fault identification coordination meeting.
- 11.11 Where the joint investigation shows that the fault is not due to the Requesting Licensee’s network, NetLink Trust shall delay the billing start date for such Non-Residential End-User Connection to the time such fault is rectified. In the event that the joint investigation team encounters a delay in fault rectification due to the applicable circumstances stated in clause 2.6

above, the billing start date shall be adjusted to exclude the delays attributable to the applicable circumstances in clause 2.6. For the avoidance of doubt, this clause 11.11 shall only apply to faults reported by the Requesting Licensee when the Requesting Licensee's installation of its equipment takes place within seven (7) calendar days (excluding Sundays and Public Holidays) from NetLink Trust's handover of the First Termination Point to the Requesting Licensee.

11.12 The Requesting Licensee acknowledges that NetLink Trust may temporarily disconnect the Requesting Licensee's Non-Residential End-User Connection to perform reasonable fault analysis and line testing on the Non-Residential End-User Connection. NetLink Trust shall conduct such disconnection only as it reasonably considers necessary. NetLink Trust shall notify the Requesting Licensee at least thirty (30) minutes before the temporary disconnection and provide its reasons for the temporary disconnection.

11.13 Each Party shall maintain and store its own records of faults and repairs.

#### **Mean Time To Recovery**

11.14 NetLink Trust shall restore any fault within a standard Mean Time To Recovery (**MTTR**) of eight (8) hours.

11.15 Subject to clause 2.6, the MTTR shall be the average time NetLink Trust took to restore service for all fault incidents for all Non-Residential End-User Connections acquired by the Requesting Licensee under this Schedule during a month, measured from the time each fault is reported by the Requesting Licensee to the time NetLink Trust confirms that the fault is restored, excluding fault incidents where NetLink Trust is prevented or restricted from restoring the service owing to matters that are not within NetLink Trust's control. For the avoidance of doubt, the MTTR is calculated as follows:

$$\frac{\sum X}{Y}$$

Where X = Time taken to restore fault incidents for each Non-Residential End-User Connection during a month as described above; and

Y = Total number of affected Non-Residential End-User Connections in the same month

11.16 In the event NetLink Trust fails to meet the standard MTTR for a particular month, NetLink Trust shall compensate the Requesting Licensee an MTTR Rebate equal to the difference between the MTTR experienced by the Requesting Licensee and the standard MTTR in terms of number of days, multiplied by the number of services affected, multiplied by the Weekly

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Recurring Charge for the Non-Residential End-User Connection, subject to a maximum of 30 times the Weekly Recurring Charge for the Non-Residential End-User Connection. This shall not apply to Non-Residential End-User Connections with one (1) month minimum contract term.

- 11.17 Where the service affected is on a one (1) month minimum contract term, NetLink Trust shall compensate the Requesting Licensee an MTTR Rebate equal to the difference between the MTTR experienced by the Requesting Licensee and the standard MTTR in terms of number of days, multiplied by the number of one month short term services affected, multiplied by the daily recurring charge for the Non-Residential End-User Connection, subject to a maximum of 50% of the monthly recurring charge for the Non-Residential End-User Connection, where

Daily Recurring Charge = Monthly Recurring Charge (1 month contract) / 30

For the avoidance of doubt, the standard MTTR of eight (8) hours in clause 11.14 and the MTTR calculation in clause 11.15 shall apply.

## **12. SERVICE LEVEL AVAILABILITY**

- 12.1 NetLink Trust shall offer a service level availability of 99.99% per month for the Non-Residential End-User Connection. NetLink Trust shall offer to rebate the Requesting Licensee ten percent (10%) of the Monthly Recurring Charge if NetLink Trust fails to meet the service level availability for that month.

- 12.2 Service level availability for the Non-Residential End-User Connection is calculated as follows:

$$\frac{(A - B)}{(A)} \times 100\%$$

Where A = 24 hours x number of days for the month (in hours); and

B = total network outage time for the Non-Residential End-User Connection in the same month (in hours)

- 12.3 Subject to clause 2.6, the total network outage time is the sum of all minutes for which the Requesting Licensee Non-Residential End-User Connection is unavailable measured from the time each fault is reported by the Requesting Licensee to the time NetLink Trust confirms that



the fault is restored, excluding fault incidents where NetLink Trust is prevented or restricted from restoring the service owing to matters that are not within NetLink Trust's control.

### **13. PROTECTION AND SAFETY**

13.1 Each Party is responsible for the safe operation of its Network and in particular the safe operation of any equipment within its Network on its side of the connection at the designated Central Office and the Non-Residential Premise.

13.2 Each Party shall, so far as reasonably practicable, take all necessary steps to ensure that the licence of the Non-Residential End-User Connection, its operations and its implementation of this Schedule:

- (a) do not endanger the safety or health of any person, including the employees and contractors of the Parties; and
- (b) do not damage, interfere with or cause any deterioration in the operation of the NetLink Trust Network.

### **14. TERM OF LICENCE**

14.1 The minimum contract term for a Non-Residential End-User Connection shall be one (1) month or twelve (12) months, as the case may be, starting from the service activation date of the Non-Residential End-User Connection.

### **15. SUSPENSION**

15.1 NetLink Trust may suspend the Requesting Licensee's licence to the Non-Residential End-User Connection at any time until further notice to the Requesting Licensee if the Non-Residential End-User Connection licence causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of NetLink Trust or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the NetLink Trust Network. If the suspension is the result of the Requesting Licensee's fault, the Requesting Licensee shall continue to pay the Monthly Recurring Charge during the period of suspension.

15.2 Without limiting the exclusions or limitations of liability in this ICO Agreement, NetLink Trust shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of a Non-Residential End-User Connection licence under this clause 15.

## **16. TERMINATION OF LICENCE**

16.1 The Requesting Licensee shall keep NetLink Trust informed of the Requesting Licensee's utilisation of each Non-Residential End-User Connection six (6) months from the service activation date and when there are changes to the utilisation.

16.2 The Requesting Licensee must use or activate a service to a Retail Service Provider using the Non-Residential End-User Connection within six (6) months from the service activation date of the Non-Residential End-User Connection. If the Requesting Licensee fails to do so, NetLink Trust shall, at its sole discretion, deactivate the Non-Residential End-User Connection upon giving the Requesting Licensee ten (10) Business Days' prior notice, and if the Requesting Licensee does not dispute such written notice as given by NetLink Trust. The Requesting Licensee must pay NetLink Trust the Monthly Recurring Charges for the remainder of the minimum contract term.

Where an End-User ceases its subscription to a Non-Residential End-User Connection service, the Requesting Licensee shall submit a request to terminate the corresponding Non-Residential End-User Connection via the NetLink Trust Platform within one (1) Business Day of such cessation of subscription by the End-User. NetLink Trust shall make available the released and unused fibre strand to all Requesting Licensees within one (1) Business Day from the date the Requesting Licensee releases an unused fibre strand.

16.3 NetLink Trust may immediately terminate a licence of Non-Residential End-User Connection under this Schedule if:

- (a) the Requesting Licensee is no longer an FBO;
- (b) the NetLink Trust ICO is revoked by the Authority under clause 12.8 of the ICO Agreement;
- (c) the Authority removes the requirement for NetLink Trust to supply Non-Residential End-User Connection under the NetLink Trust ICO or exempts NetLink Trust from supplying Non-Residential End-User Connection under the ICO Agreement, provided that the date of termination shall not be earlier than the effective date of the Authority's decision;
- (d) in NetLink Trust's reasonable opinion, the Requesting Licensee is using the Non-Residential End-User Connection in contravention of an applicable law, licence, code, regulation or direction and NetLink Trust has the necessary confirmation from the relevant Government Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;

- (e) in NetLink Trust's reasonable opinion, the Requesting Licensee is using the Non-Residential End-User Connection in a manner which places or allows a Third Party to act in contravention of an applicable law, licence, code, regulation or direction and NetLink Trust has the necessary confirmation from the relevant Government Agencies that the Third Party is in contravention of the applicable law, licence, code, regulation or direction;
- (f) the Non-Residential End-User Connection is used other than the purposes specified in clause 1;
- (g) the licence in respect of Co-Location Space to which the Non-Residential End-User Connection is connected has been terminated or has expired;
- (h) the Non-Residential End-User Connection has become unsafe for its purpose; or
- (i) NetLink Trust's right to own, maintain or operate the Non-Residential End-User Connection has been revoked or terminated or has expired.

16.4 Either Party (**Terminating Party**) may terminate the Non-Residential End-User Connection:

- (a) if the other Party is in breach of this Schedule other than failure to pay any sum for which the Requesting Licensee has been invoiced, and such breach remains unremedied for a period of sixty (60) Calendar Days after receiving notice from the Terminating Party;
- (b) if the Requesting Licensee's Non-Residential End-User Connection licence has been suspended pursuant to clause 15.1, and the cause of such suspension has not been remedied or rectified for a period of sixty (60) Calendar Days from the date of the suspension; or
- (c) if the Requesting Licensee is in breach of this Schedule by its failure to pay any sum for which the Requesting Licensee has been invoiced, and such breach remains unremedied for a period of fourteen (14) Calendar Days after receiving notice from the Terminating Party. For the avoidance of doubt, this sub-clause shall not apply pending the resolution of any Billing Dispute in accordance with the provisions of Schedule 16 (Billing).

16.5 Upon termination of the licence of Non-Residential End-User Connection:

- (a) the Requesting Licensee must immediately discontinue the use of the Non-Residential End-User Connection; and

- (b) the Requesting Licensee must without undue delay disconnect all equipment connected to the Non-Residential End-User Connection; and
- (c) NetLink Trust shall be responsible for removing all necessary Patching Services at the Requesting Licensee's cost in accordance with Schedule 15 (Charges). Notwithstanding the above, the Requesting Licensee will not be liable for NetLink Trust's costs and/or expenses of removing all necessary Patching Services, if the termination is the result of NetLink Trust's fault.

16.6 If the licence of a Non-Residential End-User Connection is terminated as a result of the Requesting Licensee's fault, the Requesting Licensee shall be liable to NetLink Trust for the Monthly Recurring Charges for the remainder of the minimum contract term.

16.7 If the Requesting Licensee fails to disconnect its equipment from the Non-Residential End-User Connection under clause 16.5(b), NetLink Trust may at its sole discretion remove and/or dispose of the Requesting Licensee's equipment. The Requesting Licensee shall pay to NetLink Trust all reasonable costs and/or expenses associated with the work undertaken by NetLink Trust including the cost of disposing the Requesting Licensee's equipment. The Requesting Licensee shall have no claim whatsoever against NetLink Trust in connection with the removal and/or disposal of the Requesting Licensee's equipment from the Non-Residential End-User Connection.

## **17. REDUNDANCY SERVICE**

17.1 The Requesting Licensee may acquire:

- (a) for a Non-Residential End-User Connection of 1:16 Split Ratio for the purpose of providing GPON services, one separate fibre strand from NetLink Trust's splitter at the Building MDF Room to the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends;
- (b) for a Non-Residential End-User Connection of 1:16 Split Ratio for the purpose of providing OE services, one separate fibre strand from NetLink Trust's FDF at the Building MDF Room to the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends; or

- (c) for a Non-Residential End-User Connection of 1:1 Split Ratio, one separate fibre strand from NetLink Trust's FDF at the CO to the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends

(**Redundancy Service**) at the same prices, terms and conditions as the Non-Residential End-User Connection, through a request in the form of Annex 2A either via manual means or NetLink Trust Platform, unless stipulated otherwise in this clause 17.

- 17.2 NetLink Trust shall provide the Redundancy Service via the same duct and along the same path as the existing Non-Residential End-User Connection, without Duct Diversity and without Path Diversity. NetLink Trust may provide the Redundancy Service using a separate fibre strand from the same fibre cable that carries the existing Non-Residential End-User Connection.
- 17.3 The Requesting Licensee is eligible to acquire a Redundancy Service for the Non-Residential End-User Connection provided that the Requesting Licensee has acquired or is acquiring an equivalent Non-Residential End-User Connection to the same Non-Residential Premise. The Requesting Licensee may request NetLink Trust to reject the Request for the Non-Residential End-User Connection in the event that NetLink Trust is unable to provide the Redundancy Service, but such Requests for the Non-Residential End-user Connection and the Redundancy Service must be submitted together to NetLink Trust.
- 17.4 The Requesting Licensee shall be responsible, at its own costs, expenses and equipment, for the implementation of diversity or redundancy for its services using the Redundancy Service provided by NetLink Trust.
- 17.5 NetLink Trust shall make the Redundancy Service available to the Requesting Licensee, except where NetLink Trust is unable to build the requisite infrastructure (other than fibre) to provide the Redundancy Service or due to any of the reasons stated in clause 5.4.

## **18. RELOCATION SERVICE**

- 18.1 The Requesting Licensee may request to relocate the End-User Connection for an End-User to the End-User's new or other non-residential address (**Relocation Service**) via manual means or NetLink Trust Platform when available (which NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform), giving, amongst others, the following information:
  - (i) The Order Request Identifier of existing connection at old Non-Residential Premise

(ii) Service activation date at new Non-Residential Premise

(iii) All applicable supporting documents evidencing that the request for Relocation is at the request of or for the benefit of one End-User.

18.2 Subject always to the terms of this Schedule, NetLink Trust shall provide the Relocation Service by installing (where applicable) and activating a new Non-Residential End-User Connection at the new Non-Residential Premise in accordance to clause 6, followed by deactivation of the existing Non-Residential End-User Connection at the former premise. The expiry date of the minimum contract term which will be computed from the initial Request remains unchanged.

18.3 For the avoidance of doubt, each request for Relocation Service shall constitute one (1) Request for Non-Residential End-User Connection of which must fall within the Non-Residential End-User Connections Quota.

18.4 The Requesting Licensee shall make payment of the applicable charges for every request for Relocation Service which includes charges for Relocation Service, Installation of Network Charge, Service Activation and activation of Patching in the CO (where applicable) and deactivation of Patching in the CO in accordance to Schedule 15 (Charges), where applicable. A Cancellation Charge as set out in Schedule 15 (Charges) shall be applicable if the Requesting Licensee cancels the request for Relocation Service after acceptance by NetLink Trust. A change in the End-User's new Non-Residential Premise address constitutes a cancellation.

18.5 At all times, the Requesting Licensee shall be solely responsible for the relocation of its services to the End-User arising from the request for Relocation Service.

## **19. ADDITIONAL TERMINATION POINTS**

19.1 (A) Subject to paragraphs (B) and (C) below and clause 19.2, the Requesting Licensee may request, and NetLink Trust shall install additional termination point, by providing:

- a. for a Non-Residential End-User Connection of 1:16 Split Ratio for the purpose of providing GPON services, one separate fibre strand from NetLink Trust's splitter at the Building MDF Room to the Additional Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Additional Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends;

- b. for a Non-Residential End-User Connection of 1:16 Split Ratio for the purpose of providing OE services, one separate fibre strand from NetLink Trust's FDF at the Building MDF Room to the Additional Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Additional Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends; or
- c. for a Non-Residential End-User Connection of 1:1 Split Ratio, one separate fibre strand from NetLink Trust's FDF at the CO to the Additional Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Additional Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where NetLink Trust's Network ends,

on the same terms and conditions as the Non-Residential End-User Connection. The Requesting Licensee's request may be submitted via manual means, or NetLink Trust Platform when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform.

(B) NetLink Trust will only install an Additional Termination Point within a Non-Residential Premise if all the fibre of the First Termination Point in that Non-Residential Premise is in use.

(C) Notwithstanding paragraph (B), where not all the fibre of the First Termination Point in a Non-Residential Premise is in use, the Requesting Licensee may request for the installation of an Additional Termination Point in the vertical telecommunications riser and/or the FTTB Node.

- 19.2 The Requesting Licensee shall pay NetLink Trust the applicable Installation of Network Charge for Additional Termination Point and Service Activation Charge specified in Schedule 15 (Charges) for provisioning the Non-Residential End-User Connection for each Additional Termination Point.

## **20. TERMINATION POINT IN THE VERTICAL TELECOMMUNICATION RISER**

- 20.1 Where the Requesting Licensee elects to initiate the Non-Residential End-User Connection starting from the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located, the Requesting Licensee shall perform all the necessary work to provision its services and be responsible from the Termination Point in the vertical telecommunication riser to the Non-Residential Premise served. For avoidance of

doubt, this Termination Point in the vertical telecommunication riser can only be used to serve a Non-Residential Premise. NetLink Trust shall retain the responsibility for all works at NetLink Trust's FDF at the Central Office, Building MDF Room and FTTB Node, including Patching Service at each of the aforesaid location in accordance with Schedule 13 on Patching Services. The Requesting Licensee shall bear the Installation of Network Charge and Service Activation Charge in accordance to Schedule 15 (Charges) for such works carried out by NetLink Trust.

- 20.2 Where the Requesting Licensee requests for Non-Residential End-User Connection for the purpose of providing OE services to the End-User, NetLink Trust shall provide the necessary Patching Service at NetLink Trust's FDF in the Building MDF Room using Patch Cable of not exceeding ten (10) metres in length. The Requesting Licensee shall provide its own Patch Cable if it requires a longer Patch Cable. For the avoidance of doubt, where the Requesting Licensee provides its own Patch Cable, NetLink Trust will not offer and Requesting Licensee shall not request for any rebate or discount over the Patching Service or the Non-Residential End-User Connection.



## ANNEX 2A : REQUEST FORM FOR NON-RESIDENTIAL END-USER CONNECTION

### Request Form for Non-Residential End-User Connection

Requesting Licensee	Please Tick only one option: <input type="checkbox"/> Relocation Service from one Non-Residential Address to another Non-Residential Address <input type="checkbox"/> New End-User Connection		
	For request for Relocation Service from one Non-Residential Address to another Non-Residential Address, please provide: Order Identification Number (ORI) of existing connection: _____		
	Date of Application: _____ Requested Date of Activation: _____ Preferred Installation Session*: AM/PM (if applicable)	Application _____	Reference _____
	Non-Residential End-User Name: _____	Non-Residential End-User Telephone Number: _____	
	Non-Residential End-User Installation Address: _____		
	For NEW connection, please select:		
	Split Ratio: 1:1 / 1:16  Technology: GPON / OE (only applicable for 1:16 Split Ratio)  (Change of Split ratio is not allowed for Relocation Service from one Non-Residential Address to another Non-Residential Address)	Option: (a) In-building wiring to Termination Point: self-provide / request NetLink Trust to install  (b) Termination Point in the vertical telecommunication riser	
	Term of Licence : <input type="checkbox"/> One (1) month / <input type="checkbox"/> Twelve (12) months  Any other info: _____ <input type="checkbox"/> Redundancy Service is required <input type="checkbox"/> Request for Non-Residential End-User Connection to be rejected if Redundancy Service is not available		
For and on Behalf of Requesting Licensee			
Requesting Licensee	Sign: _____		Company Stamp: _____
	Name: _____		Company Name: _____
	Designation: _____		
	Contact Number, Fax and email address: _____		
Part 1: Date: _____			
NetLink Trust	<input type="checkbox"/> Application accepted: Circuit Identification Number: _____ Tentative Provision Date : _____ Able to provide in-building wiring to Termination Point (Y/N)		
	<input type="checkbox"/> Application rejected Reason for rejection: _____		
	NetLink Trust Name / Signature: _____		Queue Status: _____
Part 2: Date: _____			
NetLink Trust	<input type="checkbox"/> Circuit Provision: Reason: _____ Revised Provision Date (where applicable): _____ Any other reason: _____		
	<input type="checkbox"/> Application rejected Reason for rejection: _____		
	NetLink Trust Name / Signature: _____		

**ANNEX 2B: FAULT RECTIFICATION SERVICE REPORT**

<b>Fault Rectification Service Report</b>		Serial No:	
Appointment Date:		Arrival Time:	
Time:		Completion Time:	
Trouble Ticket No:		<input type="checkbox"/> 1 hour activation <input type="checkbox"/> Maintenance Fault Rectification <input type="checkbox"/> Follow up end-user appointment	
<b>END-USER INFORMATION</b>			
<b>Authorised Person Name:</b>		*Mr/Mrs/Miss/Mdm/Dr	
<b>Contact no:</b>		<b>(HP):</b>	
<b>Company:</b>			
<b>Registered Address:</b>		Blk/House: _____ Unit No: _____ # _____ - _____ Street Name: _____ Building Name: _____ Postal code: S(_____)	
<b>LOCATION OF INSTALLATION</b>			
<b>A-END (CO/MDF)</b>		<b>B-END (CO/MDF, End-User's Premise)</b>	
Blk/House: _____ Unit No: # _____ - _____		Blk/House: _____ Unit No: # _____ - _____	
Street Name: _____		Street Name: _____	
Building Name: _____ Postal code: S(_____)		Building Name: _____ Postal code: S(_____)	
<b>End-User Declaration (check only one box)</b>			
<input type="checkbox"/> I am the owner of the above premises <input type="checkbox"/> I, Name: _____, am authorised by the owner of the premise and/or the above-stated company to sign this form and permit NetLink Management Pte Ltd (as trustee of NetLink Trust) ( hereinafter referred to as "NetLink Trust") or its contractor to enter the premises and conduct the fault rectification work. I will bear full responsibility if the owner should dispute (a) my authority, or (b) any action taken by NetLink Trust at my instructions.			
Company Stamp (if applicable):			
<b>For Official Use Only</b>			
<b>OPTICAL MEASUREMENTS, WHERE POSSIBLE(Measured by RL)</b>			
<b>Fault description:</b>			
<b>Test Measurement (CO to Serving Cabinet):</b>	1310nm	1490nm	1550nm
<b>Test Measurement (CO to 1<sup>st</sup> TP):</b>	1310nm	1490nm	1550nm
<b>Test Measurement (Segment Services A-END to B-END)</b>	1310nm	1490nm	1550nm
<b>Certified by NLT:</b>			
Technician Name:		Date:	
Technician Signature:		Time:	
<b>OPTICAL MEASUREMENTS, WHERE POSSIBLE(Measured by NLT)</b>			
<b>Fault description:</b>			

## ANNEX 2B: FAULT RECTIFICATION SERVICE REPORT

<b>Test Measurement (CO to Serving Cabinet):</b>	1310nm		1490nm		1550nm		Distance (m)	
<b>Test Measurement (CO to 1<sup>st</sup> TP):</b>	1310nm		1490nm		1550nm		Distance (m)	
<b>Test Measurement (Segment Services A-END to B-END)</b>	1310nm		1490nm		1550nm		Distance (m)	
<b>Certified by :</b>								
RL Name:				Date:				
RL Signature:				Time:				
<b>Fault Root Cause Description</b>								
<b>ACTION TAKEN/ADDITIONAL REMARKS</b>								
<b>CUSTOMER ACKNOWLEDGEMENT AND ACCEPTANCE</b>								
Remarks/Comments:								
<b>This is to acknowledge that the fibre fault rectification has been attended and the fault resolution is effective</b>								
<b>Fault Attended by:</b>				<b>Resolution Accepted by End-User:</b>				
Technician Name:				End-User Signature:				
Technician Signature:								
<b>Resolution Verified and Accepted by RL (Only applicable for 1 hour activation) :</b>								
RL Name:				RL Signature:				

*End-Users can refer to their retail service providers for more information to address and resolve any end user service related issues.*

\*Please delete where inapplicable.

**ANNEX 2C: ADDRESS NOT FOUND**

**Request for Address not Found**

**Section 1: Application** *(To be filled up by Requesting Licensee)*

<u>Date of Application:</u>	<u>Application Reference Number:</u>
<u>Non-Residential End-User Name:</u>	<u>Non-Residential End-User Telephone Number:</u>
<u>Non-Residential End-User Address:</u>	

For and on Behalf of Requesting Licensee

<u>Name:</u>	<u>Company Name:</u>
<u>Designation:</u>	<u>Contact Number:</u>
<u>Email Contact:</u>	

**Section 2: Acceptance of application** *(for official use)*

<u>Date of Receipt to RL:</u>
<u>Application accepted/rejected:</u>  <i>For accepted request</i> Request Identification Number: ANF-DDMMYY (of submitted request)-XX(QP code)-01  <i>For rejected request</i> <u>Reason(s) for rejection:</u>
<u>NetLink Trust Name:</u>

**Section 3: Verification of address** *(for official use)*

<u>Date of notification to RL:</u>
<i>For valid address</i> <u>Estimated RFA (if available):</u>  <i>For non-valid address</i> <u>Valid proof of stay available?: Yes/ No</u>  <u>Remarks:</u>
<u>NetLink Trust Name:</u>

**ANNEX 2C: ADDRESS NOT FOUND**

**Section 4: Ready for ordering** *(for official use)*

Date of notification to RL:

The address as per request in this application can now be order for Non-Residential End-User Service Connection from the OSS/BSS platform.

NetLink Trust Name: