

SERVICE SCHEDULE – PLATFORM CONNECTION SERVICE

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

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1. INTRODUCTION

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

2. DEFINITIONS AND INTERPRETATION

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

Cancel or Cancellation	in relation to an Order submitted by the Contracting QP, means the cancellation of such Order by the Contracting QP before the RFS Date applicable to such Order;
“Connecting QP”	means any Qualifying Person who is connected to the Platform;
Fault	means a fault in the Platform Connection Service, provided that any service unavailability due to any planned maintenance shall not constitute a Fault;
Fault Management Hotline	has the meaning ascribed to it in paragraph 12.2(a);
Fault Report	has the meaning ascribed to it in paragraph 12.2;
Manual Process	has the meaning ascribed to it in paragraph 5.3;

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Modification or Modify	has the meaning ascribed to it in paragraph 9.1;
Order	means an order submitted by the Contracting QP to take up, Modify or Deactivate the Platform Connection Service;
OSS/BSS (Operations Support System/Business Support System)	means computing systems used by service providers to provide administrative and maintenance support to a person's business operations with customers;
Platform Connection Service	has the meaning ascribed to it in paragraph 4.1;
"Qualifying Person"	has the meaning ascribed to it in the Code;
RFS Date	means: (a) (in the case of an Order to take up the Platform Connection Service) the date on which the setup of Platform Connection Service is completed and the Authorised Users will be able to access the Platform and utilise its services therein; or (b) (in the case of an Order for Modification) the date on which the Modification shall be completed by Nucleus Connect, such date to be determined by Nucleus Connect;
RSP Portal	means Nucleus Connect's customer facing web-based portal developed to provide an interface between the Platform and the Authorised Users;
System Change	means any change to the Platform which affects any Mandated Service used by a Connecting QP; and
WEB Option	has the meaning ascribed to it in paragraph 4.2(a).

2.3 In this Service Schedule, the reference to "third party" shall not include Nucleus Connect's contractors and/or suppliers.

3. COMMENCEMENT

This Service Schedule shall commence with effect from the date that the Contracting QP first places an Order for the Platform Connection Service, in accordance with paragraph 5.

4. SERVICE DESCRIPTION

4.1 The Platform Connection Service is a service that enables the Contracting QP's Authorised Users to access the Platform and utilise the services therein.

4.2 Pursuant to the Platform Connection Service, the Contracting QP can access and connect to the Platform via either or both of the following connectivity options:

(a) Web Login ("**WEB Option**")

Under this option, Nucleus Connect will enable the Contracting QP's access and connectivity to the Platform via secure public Internet connection. Upon successful setup of the Platform Connection Service, the Authorised Users will be able to access the Platform using secured two-factor login at the RSP Portal.

If the Contracting QP has (via formal correspondence to Nucleus Connect) indicated its intention to take up the Platform Connection Service, it may request for the said secured two-factor login's procedures. Upon receipt of such request, Nucleus Connect will provide the said secured two-factor login's procedures to the Contracting QP.

(b) (Intentionally Deleted)

4.3 As part of the Platform Connection Service, Nucleus Connect shall:

(a) where the Contracting QP submits an Order to take up the Platform Connection Service under WEB Option:

(i) create the number of user account(s) according to the number of user accounts(s) specified by the Contracting QP in its Order; and

(ii) create one (1) user account with user administrative rights to manage and maintain all of the Contracting QP's user accounts; and

(b) (Intentionally Deleted)

4.4 Upon the successful setup of the Platform Connection Service, the Authorised Users will be able to access the Platform and utilise its services, which shall include the following functions and/or services:

(a) where the Contracting QP has submitted an Order to take up the Platform Connection Service under WEB Option, the functions/services available are:

- (i) submit an order to:
 - (I) take up a new Mandated Service; or
 - (II) Modify or Deactivate a Mandated Service;
 - (ii) track and retrieve details of an order;
 - (iii) open trouble ticket;
 - (iv) track and retrieve trouble ticket details;
 - (v) view monthly bill;
 - (vi) access reports;
 - (vii) coverage check;
 - (viii) access to the Mandated Services Information; and
 - (ix) (only for a user account with user administrative rights) manage and maintain all of the Contracting QP's user accounts, including the changing of user password and email address;
- (b) (Intentionally Deleted)
- (c) any such other services that may be required to be provided on the Platform by the Authority from time to time.
- 4.5 Where the Contracting QP selects WEB Option, Nucleus Connect will issue user administrative rights to the Contracting QP's designated user administrator to manage and maintain all of the Contracting QP's user accounts. The user administrative rights available to the user administrator shall include the changing of user particulars, password(s) and email address(es).
- 4.6 The Platform will be available for the Contracting QP's use on a daily basis from 8:00 am to 11:00 pm. Unless in cases of emergency or events beyond Nucleus Connect's control, Nucleus Connect:
- (a) will notify the Contracting QP at least five (5) Business Days in advance in the event that planned maintenance needs to be conducted during the said operating hours;
 - (b) will not suspend the Contracting QP's access to the Platform without providing prior notice to the Contracting QP in the event of such planned maintenance; and
 - (c) will include the relevant details of such planned maintenance (for example, date and duration of maintenance, type of maintenance and affected modules, functions & features of the Platform) in its notification.

5. ORDER HANDLING

- 5.1 (Intentionally Deleted)
- 5.2 The Contracting QP must place an Order for any of the following purposes in accordance with paragraph 5.3:
- (a) to take up the Platform Connection Service; and/or
 - (b) to request Modification(s).
- 5.3 The Contracting QP shall send Orders using the application form attached to this Service Schedule by email to orderdesk@nucleusconnect.com (and/or such other email address as Nucleus Connect may notify the Contracting QP from time to time) in the first instance or if email is not available for any reason by facsimile to (65) 6808 2820 (and/or such other facsimile number as Nucleus Connect may notify the Contracting QP from time to time) (the “**Manual Process**”).
- 5.4 The Contracting QP is responsible for the acts and omissions of its Authorised Users in connection with the Manual Process.
- 5.5 All Orders received by Nucleus Connect will be processed by Nucleus Connect in the order in which they are received. Nucleus Connect shall notify and send to the Contracting QP an acknowledgement that the Orders have been received.
- 5.6 Nucleus Connect shall notify the Contracting QP if Nucleus Connect rejects any Order submitted by the Contracting QP pursuant to paragraph 5.7 or 5.8. Such notification shall be sent via email in the first instance or if email is not available for any reason by facsimile, to the email address or facsimile number of the “Primary contact person” specified in Annex 5 of the Master ICO Agreement. Any such rejection, and the reasons therefor, shall be notified to the Contracting QP as aforesaid within three (3) Business Days after Nucleus Connect’s receipt of such Order.
- 5.7 The Contracting QP acknowledges and agrees that Nucleus Connect shall be entitled to reject any Order submitted by the Contracting QP to take up the Platform Connection Service in any of the following circumstances:
- (a) where such Order is not in the prescribed form;
 - (b) where the information in such Order is illegible, inaccurate, incomplete or incorrect;
 - (c) where the Contracting QP has placed an Order to take up the Platform Connection Service under WEB Option, the RFS Date specified in such Order falls on a date which is earlier than the date falling five (5) Business Days from the date such Order was submitted to Nucleus Connect; or
 - (d) where the Contracting QP has committed a material breach of the ICO Agreement.
- 5.8 The Contracting QP acknowledges and agrees that Nucleus Connect shall be entitled to reject any Order submitted by the Contracting QP to Modify or Cancel the Platform Connection Service in any of the following circumstances:
- (a) where such Order is not in the prescribed form;

- (b) where the information in such Order is illegible, inaccurate, incomplete or incorrect; or
 - (c) where the Contracting QP has submitted an Order to take up the Platform Connection Service under WEB Option, the RFS Date specified in such Order falls on a date which is earlier than the date falling five (5) Business Days from the date such Order was submitted to Nucleus Connect.
- 5.9 When submitting an Order, the Contracting QP shall be required to specify the following details:
- (a) where the Contracting QP is submitting an Order for the Platform Connection Service pursuant to WEB Option:
 - (i) specify number of user accounts that it requires to be created under the Order;
 - (ii) provide user registration details (including without limitation, email address(es), user particulars and/or such other details as may be specified by Nucleus Connect in the Order form attached hereto) for the Authorised Users in accordance with the number of user account(s) requested for;
 - (iii) ensure that the email address(es) provided for each user account are valid corporate email address(es);
 - (iv) designate one (1) user administrator from the list of Authorised Users requested in order to manage and maintain all of the Contracting QP's user accounts, including the changing of user particulars, password(s) and email address(es);
 - (v) specify its requested RFS Date; and
 - (vi) specify a corresponding billing account for each of the user account(s) that it requests to be created.
 - (b) (Intentionally Deleted)

6. (INTENTIONALLY DELETED)

7. PROVISIONING THE SERVICE

- 7.1 If an Order submitted by the Contracting QP to take up the Platform Connection Service is not rejected by Nucleus Connect, Nucleus Connect will provision and activate the Platform Connection Service such that it is available and ready for the Contracting QP to use by the RFS Date.
- 7.2 (Intentionally Deleted)
- 7.3 The Contracting QP shall pay Nucleus Connect the applicable Charges for the Platform Connection Service provided by Nucleus Connect hereunder as set out in paragraph 13, in accordance with the Master ICO Agreement.

8. CANCELLATION

- 8.1 After submitting an Order, the Customer may before the RFS Date, send to Nucleus Connect a written notice to Cancel the previously submitted Order. A written notice for Cancellation shall be irrevocable, unless otherwise approved by Nucleus Connect in writing.
- 8.2 The Contracting QP shall pay Nucleus Connect the applicable Cancellation Charges as set out in paragraph 13.1(b) in accordance with the Master ICO Agreement.
- 8.3 Upon the Cancellation of an Order, this Service Schedule shall lapse unless Nucleus Connect is separately providing the Platform Connection Service to the Contracting QP at the time, in which case this Service Schedule shall remain in force.

9. MODIFICATION

- 9.1 The Contracting QP may submit an Order to change or modify (“**Modify**” or “**Modification**”) an Order which has been successfully provisioned and activated. Such Modifications shall only be limited to the following:
- (a) the creation or removal of user account(s); and/or
 - (b) the creation or removal of billing account(s).
- 9.2 Subject to paragraphs 9.5 and 9.6, the Contracting QP shall pay Nucleus Connect the applicable Charges for each Modification as set out in paragraph 13.1(c), in accordance with the Master ICO Agreement.
- 9.3 (Intentionally Deleted)
- 9.4 If an Order submitted by the Contracting QP under paragraph 9.1 is not rejected by Nucleus Connect, Nucleus Connect will provision and activate such Modification by the RFS Date.
- 9.5 Prior to provisioning and activating any Modification pursuant to paragraph 9.1, if required by Nucleus Connect, Nucleus Connect and the Contracting QP shall agree on any third party charges that are reasonably necessary for Nucleus Connect to incur in order for Nucleus Connect to undertake such provisioning and activation (such agreement not to be unreasonably delayed or withheld by either Party). Such agreed third party charges shall be borne entirely by the Contracting QP.
- 9.6 The Contracting QP acknowledges and agrees that notwithstanding that Nucleus Connect has not rejected an Order for Modification submitted by the Contracting QP, Nucleus Connect will not be able to proceed with the provisioning of such Modification and shall not be liable to the Contracting QP therefor in any of the following circumstances:
- (a) where Nucleus Connect and the Contracting QP are not able to agree on third party charges pursuant to paragraph 9.5 that Nucleus Connect needs to incur in order to provision such Modification; and/or
 - (b) where Nucleus Connect and the Contracting QP cannot agree on an RFS Date, provided that, in each case, such circumstances are not due to Nucleus Connect’s fault.

10. (INTENTIONALLY DELETED)

11. CONTRACTING QP'S OBLIGATIONS

11.1 The Contracting QP acknowledges and agrees that:

- (a) if it selects WEB Option, it shall appoint a user administrator to manage and maintain the Contracting QP's user account(s);
- (b) it shall be responsible to install a compatible web browser (at its own costs) to access the RSP Portal. The compatible web browsers are Internet Explorer 7, Internet Explorer 8, Internet Explorer 9 and such other web browsers as may be approved by Nucleus Connect from time to time;
- (c) (Intentionally Deleted)
- (d) (Intentionally Deleted)
- (e) (Intentionally Deleted)
- (f) (Intentionally Deleted)
- (g) (Intentionally Deleted)
- (h) (Intentionally Deleted)
- (i) (Intentionally Deleted)
- (j) it shall be responsible for the acts and omissions of its Authorised Users in connection with the Platform Connection Service and/or the Platform; and
- (k) it shall (and shall procure that the Authorised Users shall) comply with the Terms & Conditions for Use as set out in Appendix 1.

12. FAULT MANAGEMENT AND RECTIFICATION

Fault Management Procedure

12.1 In the event of a Fault, the Contracting QP shall carry out such testing and investigations as may be necessary to ascertain and ensure that such Fault does not lie with, or is primarily caused by, the equipment or software of the Contracting QP.

12.2 If the results of testing and investigations by the Contracting QP lead to the reasonable belief that the Fault lies within Nucleus Connect's Platform, the Contracting QP may:

- (a) contact the Fault management hotline at (65) 6808 2700 (and/or such other telephone number as Nucleus Connect may notify the Contracting QP from time to time) (the "**Fault Management Hotline**"); or
- (b) if the Fault Management Hotline is unavailable, email Nucleus Connect at helpdesk@nucleusconnect.com (and/or such other email address as Nucleus Connect may notify the Contracting QP from time to time),

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

- 12.3 Upon receipt of a Fault Report from the Contracting QP pursuant to paragraph 12.2, Nucleus Connect shall investigate the cause of the Fault which is the subject of such Fault Report, in a diligent and responsible manner as would be expected of a competent service provider. Nucleus Connect shall update the Contracting QP as and when there is a change in status of the fault investigation / rectification work.
- 12.4 If, following investigations, Nucleus Connect is not able to identify the cause of the Fault, the Contracting QP shall attend a fault identification coordination meeting if requested by Nucleus Connect.
- 12.5 The Contracting QP may request Nucleus Connect for a joint investigation to rectify the Fault. If, following such joint investigations, it is ascertained that the Fault is not within Nucleus Connect’s Platform, the Contracting QP shall pay to Nucleus Connect the applicable Charges in respect of such joint investigation as set out in paragraph 13.1(e). Any charges imposed by Nucleus Connect’s suppliers and contractors shall not be borne by the Contracting QP.
- 12.6 The Fault shall be deemed to be rectified when Nucleus Connect has tested and confirmed to the Contracting QP that it has been rectified.
- 12.7 The Contracting QP shall provide such resources and assistance as may be necessary or reasonably required by Nucleus Connect so that all investigations and fault rectification can be conducted safely.
- 12.8 Nucleus Connect retains the right to suspend the access to the Platform in accordance with paragraphs 6.4 and 6.5 of Appendix 1.

Response Time

- 12.9 Nucleus Connect’s response time for responding to a Fault incident (received by it) shall be within the timeframes set out below:

Severity Level	Response Time
Level 1 – Business Critical System and users are unable to do production works or critical business processes (in critical mode).	Immediate
Level 2 – Critical A key system function is not usable but the system is able to continue operation.	Within 2 hours
Level 3 – Urgent A feature or function is faulty but does not seriously impact operation.	Within 24 hours

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Severity Level	Response Time
<p>Level 4 – Important</p> <p>A feature or function having a minor fault but does not have significant impact on operation, or other issues that do not require immediate attention.</p>	<p>Within 2 days or as mutually agreed between Nucleus Connect and the Contracting QP</p>

13. CHARGES

13.1 One-Time Charges for Platform Connection Service

The Charges set out below are the rates which will be used by Nucleus Connect to compute the cost chargeable to the Contracting QP in a Project Schedule. In addition, depending on when the relevant action is preferred by the Contracting QP to be undertaken by Nucleus Connect, the following multiplier factor will be applied to the NC Charges set out below. For the avoidance of doubt, the multiplier factor to be applied shall be one (1) unless the Contracting QP requests that the relevant action be undertaken by Nucleus Connect on off-working hours during Business Day(s) or on non Business Day(s).

	Period	Time		Multiplier Factor
Business Day	Monday to Friday	Working Hours	9.00am to 5.00pm	1
	Monday to Friday	Off-working hours	Before 9am and after 5.00pm	1.5
Non-Business day	Saturday, Sundays and Public Holidays	Throughout		2

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(a) Setup Charge

The following NC Charges relating to the setup and activation of the Platform Connection Service shall be imposed on the Contracting QP:

No	Description	One-Time Charges	Remarks
1	Creation of User Account	\$45 per account	For access via RSP Portal.

(b) Cancellation

(i) Upon Cancellation of an Order submitted by the Contracting QP under WEB Option, the following Charges shall be imposed on the Contracting QP:

(I) an NC Charge of \$10 if Cancellation happens before Nucleus Connect's acknowledgement of its receipt of the Order or an NC Charge of an amount equal to the applicable NC Charges as set out in paragraph 13.1 if Cancellation happens after Nucleus Connect's acknowledgement of its receipt of the Order; and/or

(II) any third party charges which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such Cancellation.

(ii) (Intentionally Deleted)

(c) Modification

Upon the submission of an Order for Modification by the Contracting QP, the following NC Charges shall be imposed on the Contracting QP:

No	Description	One-Time Charges
1	Creation/Removal of user accounts	\$45 per account
2	Creation/Removal of billing accounts	\$45 per account

(d) (Intentionally Deleted)

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(e) Maintenance or Repair

No	Description	One-Time Charges	Remarks
1	Joint Investigation	\$500 per man-day	Man-days cost incurred to do the investigation if the fault reported is not within Nucleus Connect's Platform.

APPENDIX 1

Terms & Conditions for Use

1. Acceptance of Terms

- 1.1 The Contracting QP and the Authorised Users' access and use of the Platform and the services therein are subject to these Terms & Conditions.
- 1.2 The Contracting QP and the Authorised Users are advised to read these Terms & Conditions carefully before accessing and using the Platform and the services therein. By accessing and using the Platform and the services therein, the Authorised Users agree to be bound by these Terms & Conditions. If any Authorised Users do not accept any of these Terms & Conditions, they must refrain from accessing and/or using the Platform and the services therein.

2. Ownership and Intellectual Property

- 2.1 Nucleus Connect is the owner and proprietor of the Platform and the services therein. The content on the Platform is offered to the Contracting QP and the Authorised Users by Nucleus Connect as part of the Platform's services for limited use pursuant to the terms of the relevant Interconnection Offer Agreement entered into between Nucleus Connect and the Contracting QP (including these Terms & Conditions) (the "**ICO Agreement**").
- 2.2 The content on the Platform is owned by Nucleus Connect and/or its licensors and is protected by applicable copyright laws and other intellectual property right laws. Unless expressly permitted on the Platform by Nucleus Connect, the Contracting QP and the Authorised Users must not copy, distribute, publish, perform, modify, download, transmit, transfer, sell, license, reproduce, create derivative works from or based upon, distribute, post, publicly display, frame, link, or in any other way exploit any of the content, in whole or in part. Any rights not expressly granted herein are reserved. Any violation of copyright laws and/or other intellectual property right laws may result in severe civil and criminal penalties.
- 2.3 "Nucleus Connect", the Nucleus Connect logo and all other trademarks, logos and service marks on the Platform are trademarks and service marks belonging to Nucleus Connect or its licensors (the "**NC Marks**"). Any product, service or trade name other than those owned by Nucleus Connect which identifies a third party as the source thereof may, even if not so indicated, be the service mark or trademark of that third party. Third party trademarks, logos and service marks used on the Platform are used with the permission of their owners and all of their rights are reserved. Any unauthorised use of the NC Marks or any third party trademarks/logos/service marks is strictly prohibited.
- 2.4 The Contracting QP and the Authorised Users must not insert a hyperlink to the Platform (or any part thereof) on any other website or "mirror" or frame any content contained on the Platform on any other server or website.

3. Eligibility

- 3.1 The Contracting QP acknowledges that Nucleus Connect has the right to require that any or all of its Authorised Users (a) register on the Platform via the RSP Portal as users and (b) provide true, accurate, current and complete information about themselves if prompted by the Platform's electronic registration form.

3.2 The Contracting QP warrants that any information provided by the Authorised Users via the Platform in connection with or during the course of accessing and using the Platform's services is true, correct and accurate. It shall remain the responsibility of the Contracting QP to ensure that the Authorised Users shall promptly update such information to keep them true, accurate, current and complete. Nucleus Connect reserves the right to suspend or terminate an Authorised User's registration and refuse him or her access or use of the Platform and/or the services therein if Nucleus Connect has reasonable grounds to suspect that any information provided by him or her is untrue, inaccurate or incomplete.

4. Account, Password and Security

4.1 Upon the successful setup and activation of the Platform Connection Service, the login user account(s), username(s) and password(s) will be issued and sent to the Authorised User via email to enable login to the Platform.

4.2 The Contracting QP shall be required to maintain a corporate email server for the purpose of receiving of new password(s) and passcode(s) for two factor login. It is the responsibility of the Contracting QP to ensure its email service is operating to receive emails from Nucleus Connect.

4.3 The Authorised Users are solely responsible for the security and proper use of their Security Codes. The Contracting QP shall be solely responsible and liable for all Transactions. For the purposes of these Terms and Conditions:

- (a) **"Security Codes"** means login account(s), username(s), password(s), passcode(s) and other codes and access procedures for use in connection with access to and use of the Platform and the services therein.
- (b) **"Transactions"** means any transaction, instruction or operation made or performed, processed or effected via the Platform by the Authorised Users or any person purporting to be an Authorised User, acting on the Contracting QP's behalf or purportedly acting on the Contracting QP's behalf, with or without the Contracting QP's or any Authorised User's consent.

4.4 The sharing of login account(s) is prohibited. There can only be one (1) login session per login account at any point in time.

4.5 The Authorised Users must keep and secure their Security Codes as strictly confidential. The Authorised Users must take all measures to protect the confidentiality of their Security Codes. The Authorised Users must not allow any third party access to or use of such Security Codes. The security of the Contracting QP's account is the sole responsibility of the Contracting QP and the Authorised Users. Nucleus Connect will not be responsible in any way if the Security Codes of the Authorised Users and/or the Contracting QP's account is/are misappropriated or used by a third party.

4.6 Nucleus Connect is under no obligation to investigate the authenticity or authority of effecting the Transactions or to verify the accuracy, adequacy and/or completeness of the Transactions effected via the Contracting QP's account. Accordingly, Nucleus Connect may treat the Transactions effected via the Contracting QP's account as valid and binding on the Contracting QP notwithstanding any error, fraud, lack of clarity or misunderstanding in the terms of the Transactions effected via the Contracting QP's account.

4.7 All Transactions will be deemed to be irrevocable and unconditional upon transmission via the Platform and Nucleus Connect shall be entitled to effect, perform or process such Transactions without further consent or without any further reference or notice to you.

- 4.8 The Contracting QP must immediately notify Nucleus Connect if the Contracting QP discovers or suspects that (a) any Security Code is lost, stolen or disclosed to any person who is not authorised to use it, (b) any Authorised User ceases to be employed or authorised by the Contracting QP to use the Security Codes or (c) if any other event occurs which may compromise the security of the Contracting QP's account. After receipt of any such notice purporting to come from the Contracting QP, Nucleus Connect may (subject to paragraph 6.5 below) suspend or cancel the Authorised Users' use of the Platform and/or the services therein.
- 4.9 The Authorised Users must exit from the Contracting QP's account at the end of each session.
- 4.10 Subject to paragraph 6.5 below, Nucleus Connect reserves the right to suspend access to the Platform and/or the services therein if at any time Nucleus Connect considers that there is or is likely to be a breach of security. Nucleus Connect will not be liable for any losses, damages, costs, expenses or other liabilities whatsoever arising from such suspension.
- 4.11 If any Authorised User forgets his or her password, he/she may reset the password through the Contracting QP's designated user administrator. For security reasons, passwords must be changed every sixty (60) days. Nucleus Connect reserves the right to suspend or terminate any user accounts that are unused for more than six (6) months.
- 4.12 The Authorised Users shall be responsible for obtaining and using the necessary software, device, hardware and/or equipment necessary to obtain access to the Platform at the Contracting QP's own risks and expenses.
- 4.13 The Contracting QP acknowledges the following Internet-related risks in connection with the access to and use of the Platform and its services therein:
- (a) insufficient technical knowledge and lack of safety precautions can make it easier for unauthorised third parties to access systems or devices (for example, insufficiently protected storage of data on the hard disk, file transfers and monitor emissions), and it is the Authorised Users' responsibility to take the necessary security precautions;
 - (b) the usage patterns of the Authorised Users may be monitored by third parties;
 - (c) third parties may gain unnoticed or unauthorised access to systems and detect your access to and/or use of the Platform; and
 - (d) viruses and other malicious codes may interfere with the access to and/or use of the Platform, the web browser or any device or system.
- 4.14 The Contracting QP shall (a) provide Nucleus Connect with any information or documentation which Nucleus Connect may reasonably request relating to the Authorised Users' access to and/or use of the Platform and/or the services therein, and (b) cooperate with Nucleus Connect in any related investigation, litigation or proceedings.

5. Conditions of Use

- 5.1 Any request for information or any placement of orders to subscribe to any Mandated Service shall be subject to the terms and conditions of the ICO Agreement. The Mandated

Services shall be supplied by Nucleus Connect in accordance with the terms and conditions of the ICO Agreement (including the Charges and payment terms stated therein).

- 5.2 By clicking on the "Submit", "I Accept" or other similar buttons, the Authorised Users indicate their acceptance and confirmation of their request(s), order(s) and/or other Transaction(s) effected (including all information provided to Nucleus Connect) via the Platform.
- 5.3 All Authorised Users must not use the Platform and/or the services therein to:
- (a) upload, post, email, transmit or otherwise make available any material that contains viruses or any other codes, files or programs designed to interrupt, destroy or limit the functionality of the Platform, any software, device or equipment;
 - (b) interfere with or disrupt the Platform or another person's access to or use of the Platform or any servers or networks connected to the Platform, or violate any requirements, procedures, policies or regulations of any networks connected to the Platform;
 - (c) disseminate, upload or download any nuisance, abusive, offensive, indecent, obscene, menacing, unlawful, libellous, defamatory or otherwise objectionable content;
 - (d) gain unauthorised access to other networks or systems;
 - (e) upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; and/or
 - (f) commit any fraudulent or unlawful act, or violate any applicable laws or regulations.
- 5.4 Subject to paragraph 6.5 below, Nucleus Connect reserves the right to suspend or terminate any Authorised User's user account if Nucleus Connect reasonably believes that the Contracting QP or an Authorised User has breached or failed to comply with any of these Terms & Conditions.

6. Removal of User Account and Suspension & Modification of Platform

- 6.1 Nucleus Connect reserves the right to remove an Authorised User's access to and use of the Platform or any services therein, or decline to process any Transactions effected via the Platform at any time in the event of the Authorised User's or the Contracting QP's breach of any of these Terms & Conditions.
- 6.2 The Contracting QP may remove a user account at any time in accordance with this Service Schedule. After the said removal of the user account, the Authorised User(s) shall no longer have any access to the Platform via that user account.
- 6.3 In the event that (a) the Contracting QP's order to take up the Platform Connection Service has been rejected; (b) the Platform Connection Service has been suspended; or (c) the use of the Platform has been suspended, , the Contracting QP may still submit orders for the Mandated Services using the application form attached to the relevant Service Schedule by email to orderdesk@nucleusconnect.com (and/or such other email address as Nucleus Connect may notify the Contracting QP from time to time) or, if email is not available for any reason, by facsimile to (65) 6808 2820 (or such other facsimile number as Nucleus Connect may notify the Contracting QP from time to time).

- 6.4 Subject to paragraph 6.5 below, Nucleus Connect may, at any time, suspend the access to and/or use of the Platform (or any services or content therein) for operational reasons such as repair, maintenance, upgrade or improvement of the Platform (or the affected services therein) or because of an emergency.
- 6.5 Nucleus Connect will suspend the access to and/or use of the Platform (or any services or content therein), without providing prior notification to the Contracting QP only in any of the following situations:
- (a) where the outage is unforeseeable;
 - (b) in cases of emergency;
 - (c) in cases where there is a need to protect the integrity or security of the Platform; and/or
 - (d) for reasons beyond Nucleus Connect's control.
- 6.6 Nucleus Connect may also modify the Platform in order to keep pace with the prevailing demands and technological developments at any time, subject to the following requirements:
- (a) the System Changes shall not disrupt the Platform Connection Service of Connecting QPs (including the Contracting QP);
 - (b) if Nucleus Connect initiates any System Changes, in the absence of any direction to the contrary by the Authority, Nucleus Connect shall bear the costs related to the System Changes and only those changes that are consequently necessary for Connecting QPs to continue to provide the Mandated Services in substantially the same manner as before the System Changes are implemented;
 - (c) if Nucleus Connect agrees to implement any System Changes initiated by any Contracting QP, in the absence of any direction to the contrary by the Authority, the Contracting QP shall bear the costs related to the System Changes and only those changes that are consequently necessary for Nucleus Connect and/or Connecting QPs to continue to provide the Mandated Services in substantially the same manner as before the System Changes are implemented;
 - (d) in the event that any System Changes (regardless of whether such changes are initiated by Nucleus Connect, Connecting QP(s) and/or Contracting QPs who have signed up to the Platform Connection Service and will be connecting to the Platform) disrupt or adversely affect the Platform Connection Service of Connecting QPs (the "**Industry Affecting Changes**"), Nucleus Connect will (subject to subparagraphs (e) and (f) below) use reasonable efforts to:
 - (i) seek feedback and comments (including feedback and comments on the system impact and implementation schedule) from the Connecting QPs on the proposed Industry Affecting Changes; and
 - (ii) seek the prior agreement of the Connecting QPs on the proposed Industry Affecting Changes and the costs of the System Changes (such agreement not to be unreasonably withheld or delayed). Any dispute on the proposed Industry Affecting Changes and/or the costs of their implementation shall be resolved in accordance with Annex 3 of the Master ICO Agreement;

- (e) Nucleus Connect shall be entitled to implement any Industry Affecting Changes without complying with sub-paragraphs (d)(i) and/or d(ii) above, in any of the following situations:
- (i) Nucleus Connect needs to take immediate actions to protect the interests of Connecting QPs (including the Contracting QP) where the integrity or security of the Platform is at risk due to the actions or omissions of Connecting QPs;
 - (ii) Nucleus Connect needs to take immediate action to comply with legal or regulatory obligations;
 - (iii) Nucleus Connect is directed or required to do so by the Authority, or by an emergency services organisation, or by any other competent regulatory, administrative or judicial authority; and/or
 - (iv) the continued operation of the Platform (or any services or content therein) may be unlawful or may pose an imminent threat to life or the property or cause physical or technical harm to any network, system or services of Connecting QPs including but not limited to causing damage, interfering with or causing deterioration in the operations of Connecting QPs.

Nucleus Connect and the affected Connecting QPs shall agree on the cost bearing or sharing responsibilities, if any, for Industry Affecting Changes arising from the above situations (such agreement not to be unreasonably withheld or delayed). Any dispute on the cost bearing or sharing responsibilities shall be resolved in accordance with Annex 3 to the Master ICO Agreement. Any Industry Affecting Changes implemented pursuant to this sub-paragraph (e) shall be reasonable and only to the extent necessary to address the relevant event; and

- (f) for the avoidance of doubt, the requirements in sub-paragraphs (d)(i) and/or (d)(ii) above shall not apply to any System Changes to which the Authority determines that the requirements in sub-paragraphs (d)(i) and/or d(ii) above shall not apply.

7. Hyperlinks and Third Party Content

- 7.1 The Platform may include, refer to or make available hyperlinks to other websites or content on the Internet which are owned or operated by third parties. Such linked websites or content are not under Nucleus Connect's control and Nucleus Connect shall not be responsible or liable for the contents or consequences of accessing any such linked websites or content, nor for any goods or services provided through any such linked websites.
- 7.2 Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and the Contracting QP acknowledges that its or the Authorised Users' access to or use of such linked websites or content is entirety at the Contracting QP's or the Authorised Users' own risk.
- 7.3 Certain third party content may be made available as part of the Platform. Nucleus Connect does not endorse or guarantee the accuracy, reliability or completeness of such content. Such content is not under Nucleus Connect's control and Nucleus Connect shall not be responsible or liable for the content or consequences of accessing or using the same.

8. Limitation of Liabilities

- 8.1 SAVE AS EXPRESSLY STATED IN THE ICO AGREEMENT (INCLUDING THIS SERVICE SCHEDULE), THE PLATFORM AND THE SERVICES AND CONTENTS THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE CONTRACTING QP ACKNOWLEDGES THAT ITS AND THE AUTHORISED USERS’ ACCESS TO AND USE OF THE PLATFORM (OR ANY SERVICES OR CONTENTS THEREIN) WILL BE AT THE CONTRACTING QP’S SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, NUCLEUS CONNECT EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES IN CONNECTION WITH THE PLATFORM (OR ANY SERVICES OR CONTENTS THEREIN) AND THE CONTRACTING QP’S OR THE AUTHORISED USERS’ USE THEREOF, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NUCLEUS CONNECT MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, USEFULNESS, RELIABILITY, QUALITY, SAFETY OR COMPLETENESS OF THE PLATFORM OR THE SERVICES AND CONTENTS THEREIN AND ASSUMES NO LIABILITY FOR (I) ANY ERRORS, MISTAKES, OR INACCURACIES OF ANY SERVICES OR CONTENTS, (II) ANY HARM, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE CONTRACTING QP’S AND THE AUTHORISED USERS’ ACCESS TO AND USE OF THE PLATFORM OR ANY SERVICES OR CONTENTS THEREIN, (III) ANY UNAUTHORISED ACCESS TO OR USE OF THE PLATFORM AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (V) ANY VIRUSES, MALICIOUS CODES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY, (VI) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF ACCEPTANCE OR REJECTION OF YOUR TRANSACTION AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY SERVICES OR CONTENTS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM OR ANY SERVICES THEREIN.
- 8.2 Without prejudice to the foregoing, the Contracting QP acknowledges that whilst Nucleus Connect endeavours to create a secure and reliable service, the confidentiality, accuracy and timeliness of any communication or information transmitted over the Internet cannot be guaranteed. Accordingly, Nucleus Connect assumes no responsibility or liability for the security, accuracy or timeliness of any communications or information transmitted over the Internet using the Platform and/or the services therein.
- 8.3 WITHOUT PREJUDICE TO ANY OTHER PROVISIONS OF THESE TERMS & CONDITIONS, IN NO EVENT WILL NUCLEUS CONNECT OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, BUSINESS, ANTICIPATED SAVINGS, GOODWILL AND DATA), WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NUCLEUS CONNECT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Use of Information

The Contracting QP acknowledges that:

- (a) any information provided via the Platform may only be used for the purposes contemplated by the ICO Agreement or for the use of the Mandated Services; and
- (b) it has no right to use the information for any other purpose. Without prejudice to the foregoing, the Contracting QP shall comply with all applicable laws and regulations (including, without limitation, the Code of Practice for Competition in the Provision of Telecommunication Services 2005 or its successor legislation) in its use of the information.

10. Indemnity

The Contracting QP agrees to defend, indemnify and hold harmless Nucleus Connect and its directors, officers, employees, agents and contractors from and against any and all losses, damages, costs (including legal costs), expenses, claims, demands, proceedings and other liabilities whatsoever arising from the Contracting QP's and/or the Authorised Users' breach of or non-compliance with these Terms & Conditions.

11. Conclusiveness of Records

In the absence of fraud or manifest error, all of Nucleus Connect's records of all matters relating to the access to and use of the Platform and the services and content therein, are conclusive evidence of the accuracy, completeness and truth of all matters stated therein.

12. Non-Waiver

No failure or delay by Nucleus Connect to exercise or enforce any of its rights under these Terms & Conditions will operate as a waiver of such rights nor will such failure or delay in any way prejudice or affect its right at any time thereafter to act strictly in accordance with its rights under these Terms & Conditions.

13. Severability

If any provision of these Terms & Conditions is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision will be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of these Terms & Conditions will not be affected.

14. Governing Law

These Terms & Conditions shall be construed in accordance with, and governed by, Singapore laws.

Application Form

Platform Connection Service



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

* Please select where appropriate

Customer Technical Contact	
Installation Contact (for service delivery)	Operations/Technical Contact (after service delivery)
Name:	Name:
Telephone (O):	Telephone (O):
Mobile:	Mobile:
Email:	Email:
Notification Mode: 24 Hours Daily <input type="checkbox"/> Office Hours (8am-6pm, Mon-Fri) <input type="checkbox"/>	Notification Mode: 24 Hours Daily <input type="checkbox"/> Office Hours (8am-6pm, Mon-Fri) <input type="checkbox"/>

Application Form

Platform Connection Service



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WEB Option																
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Instruction																
Please attach a separate attachment if more than three (3) user accounts are required.																
Account Details																
Total number of user accounts required: _____	Requested RFS Date ^: _____ (DD-MMM-YYYY)															
User Account 1																
User Role : <input checked="" type="checkbox"/> User Administrator	<input type="checkbox"/> New <input type="checkbox"/> Update Particulars #															
User ID: _____ (fill ONLY for delete/update request)	User Name:															
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First Name:	Fax:															
Last Name:	Mobile:															
Email:																
User Administrator is the RSP's appointed personnel authorised with the right to reset user passwords, update user particulars and change user roles.																
# <u>Note</u> : To update particulars of the User Administrator, please provide the new particulars in the fields above.																
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User Role: <input checked="" type="checkbox"/> User	<input type="checkbox"/> New															
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Application Form

Platform Connection Service



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Modification

<p>Creation of User Accounts:</p> <p>Number of User Accounts to create: _____</p> <p>Name(s) of User Accounts to create:</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>(d) _____</p>	<p>Removal of User Accounts:</p> <p>Number of User Accounts to remove: _____</p> <p>Name(s) of User Accounts to remove:</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>(d) _____</p>
<p>Creation of Sub Billing Accounts:</p> <p>Number of Sub Billing Accounts to create: _____</p> <p>Name(s) of Sub Billing Accounts to create:</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>(d) _____</p>	<p>Removal of Sub Billing Accounts:</p> <p>Number of Sub Billing Accounts to remove: _____</p> <p>Name(s) of Sub Billing Accounts to remove:</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>(d) _____</p>

Additional Information

Any other additional information:

^ Subject to agreement, resource availability and confirmation by Nucleus Connect.

Customer Signature

We hereby agree to subscribe to the abovementioned services on the terms and subject to the conditions contained in the Master ICO Agreement and the Service Schedule for the abovementioned services, which terms and conditions shall apply upon Nucleus Connect's acceptance of this application. We certify that all information provided by us herein are true, correct and complete. Further, we agree that any cancellation of the abovementioned services may result in a charge to us at Nucleus Connect's prevailing rates.

<u>Signature of Authorised Officer</u>	<u>Date</u>	<u>Company Stamp</u>
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For Nucleus Connect Use

<input type="checkbox"/> Application Rejected:	Reason for rejection:	
<input type="checkbox"/> Application Accepted	Service ID/s:	Work Order No.:
No. of pages attached (Excluding application forms):	Approval code:	Processed by (Name, Contact, Signature and Date)