

**SCHEDULE 18**

**DICTIONARY**

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## SCHEDULE 18

### DICTIONARY

#### 1. INTERPRETATION

1.1 A term or expression used in this ICO Agreement that starts with a capital letter and is defined in this Dictionary, has the meaning given to it in this Dictionary.

1.2 In this ICO Agreement, unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;
- (ii) words which are gender neutral or gender specific include each gender;
- (iii) other parts of speech and grammatical forms of a word or phrase defined in this ICO Agreement have a corresponding meaning;
- (iv) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;
- (v) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
- (vi) a reference to a clause, party, Schedule, Annex or Attachment is a reference to a clause of this ICO Agreement, and a party, schedule, Annex or Attachment to, this ICO Agreement, and a reference to this ICO Agreement includes a Schedule, Annex or Attachment to this ICO Agreement;
- (vii) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable regulatory authority or stock exchange and is a reference to that law as amended, consolidated or replaced;
- (viii) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
- (ix) a reference to a party to a document includes that party's successors and permitted assigns;
- (x) an agreement on the part of two or more persons binds them jointly and severally; and

(xi) a reference to an agreement, other than this ICO Agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.

1.3 Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.

1.4 Headings are for convenience only and do not affect the interpretation of this ICO Agreement.

1.5 This ICO Agreement may not be construed adversely to a Party because that Party prepared or drafted it.

## 2. DEFINITIONS

The following definitions apply to words and phrases used in this ICO Agreement unless an alternative context is stated to apply:

**“Act”** means the Telecommunications Act 1999;

**“Additional Mandated Services”** are Mandated Services as defined in the ICO but which are not currently being supplied to the Requesting Licensee;

**“Additional Interconnection Related Services”** are Interconnection Related Services as defined in the ICO but which are not currently being supplied to the Requesting Licensee;

**“Additional Termination Point”** means any Termination Point (excluding the First Termination Point) located in the same Non-Residential Premise or located in the vertical telecommunication riser on the same level where the Non-Residential Premise is located, as the First Termination Point for the same End-User;

**“Additional Slots”** refers to either patching or installation slots for Residential End-User Connections in excess of the Maximum Quota, that is temporary in nature and applicable only during seasonal increase in demand e.g. quarterly major fairs or major events;

**“Additional Slots Notification”** means the notification issued by NetLink Trust to offer to the Requesting Licensee the terms and conditions of Additional Slots for the Requesting Licensee’s acceptance;

**“Address Not Found Request”** means a request made by the Requesting Licensee for network coverage for a premise that is currently not reflected as a “covered” site in NetLink Trust’s MSI;

**“Administrative Charge”** means the sum payable by the Requesting Licensee at the rate specified in Schedule 15 for processing a cancellation request described under clause 8.10 of Schedule 19 and clauses 8A.6(a) and 9.5(a) of Schedule 21;

**“Ad Hoc Review”** means a review of the Security Requirement that may be carried out by NetLink Trust as and when necessary, and in accordance with clause 18.7 of the main body of this ICO Agreement;

**“Ancillary Mandated Service”** means the Co-Location Space and Service in Schedule 12, RL to RL Interconnection Service in Schedule 12A and Patching Service in Schedule 13;

**“Annex”** means any document attached to this ICO Agreement, and is usually used to describe an attachment to a Schedule rather than an attachment to the main body of this ICO Agreement. The words **“This Annex”** refers to the numbered Annex in which those words appear;

**“Annual Recurring Charge”** refers to the fee that the Requesting Licensee shall pay for the service on a yearly basis computed from the use and access of the Building Lead-in Ducts, Building Lead-in Manholes, Common Service Ducts and Telecom Manholes as specified in Schedule 15;

**“Annual Review”** means annual review of the Security Requirement as described in clause 18.8 of the main body of this ICO Agreement;

**“API”** means Application Programming Interface, which includes specifications for routines, data structures, object classes, and protocols used to communicate between the Requesting Licensee’s OSS/BSS Systems and the NetLink Trust Platform;

**“Arbitration”** means the procedure described in the Arbitration Rules of the Singapore International Arbitration Centre under Schedule 17;

**“Arbitrator”** means the arbitrator appointed pursuant to clause 7 of Schedule 16 and/or clause 6 of Schedule 17;

**“Assumed per-Duct Capacity”** means the maximum cable capacity for the various sizes of Building Lead-in Duct and Common Service Duct as measured in Standard Cable-Equivalent and specified under Annex 19-5 of Schedule 19 and Annex 21-5 of Schedule 21 (respectively);

**“Authorised Person”** has the same meaning ascribed to it in clause 19.5 of the main body of this ICO Agreement;

**“Authority”** means the Info-communications Media Development Authority or its successor organisations in the administration of telecommunications policy, law and regulation in the Republic of Singapore;

**“B2B”** means Business-to-Business, which describes commercial transactions between two (2) OSS/BSS systems;

**“B2B Web Services Interface”** refers to the method of accessing the NetLink Trust Platform using API;

**“Basic Mandated Services”** means the Layer 1 Services offered in Schedules 1 to 11;

**“Billing”** means the processes specified in Schedule 16;

**“Billing and Settlement Procedures”** means the general billing and settlement procedures in respect of Charges as well as the procedures for the settlement of disputes as specified in Schedule 16;

**“Billing Dispute”** means the dispute of an invoice prepared by a Party to the other Party which is made in good faith;

**“Billing Dispute Escalation Procedure”** means the procedures outlined in clause 7.7 of Schedule 16;

**“Billing Dispute Notice”** means the written notification made by a Party to the other Party in relation to a Billing Dispute according to clause 6.3 of Schedule 16;

**“Billing Dispute Notification Period”** means the thirty (30) Calendar Day period after the date of an invoice which is the subject of a Billing Dispute;

**“Billing Dispute Resolution Procedure”** means the process relating to Billing Disputes specified in clause 7 of Schedule 16;

**“Billing Period”** means, unless otherwise agreed in writing, the period of a calendar month commencing on the first day of a month;

**“Billing Representative”** means a representative of either Party appointed in accordance with clause 9 of Schedule 16;

**“Billing System”** means a system to issue invoices relating to Charges payable by each Party under this ICO Agreement;

**“Billing Verification Information”** or **“BVI”** means such information provided pursuant to the individual service Schedules by one Party to the other as is necessary to ascertain the Charges payable by each Party under this ICO Agreement;

**“Breaching Party”** means a Party who is in breach of any of its obligations under this ICO Agreement;

**“Broadcasting Licensee”** means any holder of a licence granted under the Broadcasting Act 1994 but excludes class licensees;

**“BSS”** means Business Support Systems used by a telecommunications operator to run its business operations towards customers;

**“Building”** means a building or development which has an assigned six-digit postal code by Singapore Post Limited, subject to clause 1.8 of Schedule 19;

**“Building Lead-in Duct”** means a conduit owned or controlled by NetLink Trust that connects a manhole to a Building for the installation of Cable into the Building, but does not include any duct installed between manholes;

**“Building Lead-in Manhole”** means an underground utility vault owned or controlled by NetLink Trust which is the first underground utility vault that connects to the Building Lead-in Duct;

**“Building MDF”** means an MDF located within residential or non-residential building;

**“Building MDF Room”** means a room within a building, whether provided pursuant to COPIF or otherwise, that is used to house a Building MDF and telecommunication licensees’ installation or equipment;

**“Building Reached”** means Non-Residential Buildings for which Wireline connectivity has been deployed to the Telecommunication Equipment Room (TER) or Building MDF Room;

**“Business Day”** means any day other than Saturday, Sundays or the gazetted public holidays of the Republic of Singapore;

**“Cable”** means fibre optic cable or, provided the cable sheath is earthed and does not emit or ‘leak’ any signal, copper or coaxial cable;

**“Cable Reservation”** means the allowable space, measured by the number of Standard Cable-Equivalent, for each Building Lead-in Duct owned by NetLink Trust;

**“Calendar Day”** means any day of the week;

**“Cancellation Charge”** means the sum payable by the Requesting Licensee at the rate specified in Schedule 15 for any cancellations;

**“Central Office”** or **“CO”** means the areas within the central offices listed in Annex 12B-1 of Schedule 12 where NetLink Trust has the right to offer access to its infrastructure and co-location facilities under Schedule 12;

**“Central Office Building”** means the areas within the telephone exchanges belonging to NetLink Trust and listed in Annex 20-2 of Schedule 20, in which NetLink Trust will provide the Mandated Licensee with access to the lead-in facilities and in-building facilities such as cable trays, cable ladders, risers and cable bearers;

**“Change Proposal”** means proposed changes to the NetLink Trust Platform APIs raised to NetLink Trust using the Change Proposal Form as per Annex 14D;

**“Charge(s)”** means a fee payable by a Licensee for goods or services set out or referred to in this ICO Agreement and as specified in Schedule 15 or elsewhere in this ICO Agreement, as amended from time to time;

**“CO Lead-in Manhole”** means an underground utility vault owned or controlled by NetLink Trust which is the first underground utility vault that connects to a lead-in duct, which in turn connects to NetLink Trust’s Central Office Building.

**“Code”** means the NetCo Interconnection Code 2020 issued by the Authority pursuant to section 26(1) of the Act, which came into operation on 22 April 2020, or its successor code of practice, and as may be amended from time to time;

**“Co-Located Equipment”** or **“Co-Location Equipment”** means multiplexes, transmission equipment, network termination units and other equipment that have been co-located by the Requesting Licensee under this ICO Agreement;

**“Co-Location Equipment Modification”** refers to any replacement, modification or rearrangement of existing Co-Location Equipment in the Co-Location Space or the installation of additional Co-Location Equipment in the Co-Location Space;

**“Co-Location Equipment Installation and Maintenance Procedures”** refers to the procedures as set out in Annex 12D of Schedule 12;

**“Co-Location Request”** means a request for co-location made under this ICO Agreement;

**“Co-Location Request Form”** means the application form prescribed in Annex 12C of Schedule 12;

**“Category A Co-Location Room”** means the room or area in the Central Office within which the Co-Location Space is situated and provisioned as listed in Annex 12B-1 of Schedule 12;

**“Category B Co-Location Room”** means the room or area in the Central Office within which the Co-Location Space is situated and provisioned as listed in Annex 12B-1 of Schedule 12;

**“Co-Location Service”** means the services provided by NetLink Trust under Schedule 12;

**“Co-Location Service Request Quota”** refers to the maximum number of Co-Location Requests (16) NetLink Trust shall process per week;

**“Co-Location Space”** means space and such facilities as may be agreed to by the Parties to be provided by NetLink Trust at the Central Office for the installation and operation of Co-Located Equipment;

**“Commencement Date”** refers to the date of completion of the Site Preparation Work in relation to the term of a Co-Location Service granted by NetLink Trust;

**“Common Service Duct”** means a dedicated conduit for telecommunication cables that is owned or controlled by NetLink Trust and which has been designated by NetLink Trust for licensing to Requesting Licensees under Schedule 21. For the avoidance of doubt, Common Service Ducts exclude ducts within a Common Service Duct network that have been designated by NetLink Trust for its own use and/or for the NBN;

**“Common Service Duct Network”** means the network of Common Service Ducts and Telecom Manholes owned or controlled by NetLink Trust serving a particular Development;

**“Completion Date”** means the date on which NetLink Trust determines that construction of Common Service Ducts, for which Licences under Schedule 21 can be granted, has been completed;

**“Confidential Information”** of a Party means all information know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature (whether in a tangible or intangible form) relating to or developed in connection with or in support of the business of that Party (and any matter concerned with or arising out of this ICO Agreement) but does not include:

- (a) information which is or becomes part of the public domain (other than through any breach of this ICO Agreement);
- (b) information rightfully received by the other Party from a Third Party without a duty of confidentiality being owed by that other Party to that Third Party, except where that other Party

has knowledge that the Third Party has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the first mentioned Party;

- (c) information which has been independently developed by the other Party; or
- (d) information which is in the possession of, or is known to, the other Party prior to the date of this ICO Agreement, to the extent that the other Party is not bound by any existing obligation of confidentiality in respect of such information to the first mentioned Party;

**“Connection”** may refer to any one or all of the various Layer 1 Services offered in Schedules 1 to 11, depending on the context;

**“Connection Duct”** means one (1) 110mm diameter duct of one (1) metre length constructed by NetLink Trust to connect the Requesting Licensee’s duct to NetLink Trust’s manhole;

**“Connection Modes”** refers to the methods that a Requesting Licensee may use to connect to the NetLink Trust Platform which includes Service Portal GUI via Public Internet secured VPN Client software or B2B Web Services Interface via Public Internet secured VPN or B2B Web Services Interface via Dedicated Leased Connection;

**“Connectivity Points”** mean the points where Wireline is terminated and/or cross-connected;

**“Consequential Loss”** includes without limitation:

- (a) loss of revenue;
- (b) loss of profit;
- (c) loss of anticipated savings or business;
- (d) loss of data or goodwill;
- (e) loss of value of any equipment, including software;
- (f) claims of third parties; and
- (g) costs and expenses associated with or incidental to any of the above;

**“COPIF”** means the Code of Practice for Info-communications Facilities in Building or its successor code of practice, and as may be amended from time to time;

**“Cost-Oriented Basis”** means for the purpose of the ICO Agreement and in accordance with the RFP submission, a thirty (30) percent mark-up on NetLink Trust’s staff related costs and a ten (10) percent mark-up on all other costs;

**“CSD Undertaking”** means the undertaking entered into by a FBO and NetLink Trust during the capacity planning phase of a Development, under which the FBO made a commitment to lease a specific number of Common Service Ducts upon the completion of the Common Service Duct network;

**“Customer”** for the purposes of this ICO Agreement, means, in relation to a Party, a person who is connected to the Party's Network or utilises a telecommunication service provided by that Party;

**“Customised Agreement”** means an agreement for the provision of Mandated Services on prices, terms and conditions that are different from the ICO;

**“Daily Recurring Charge”** is calculated by dividing the Monthly Recurring Charge (in respect of a one (1) month minimum contract term only) by thirty (30) and applies in respect of a one (1) month minimum contract term only;

**“Dedicated Leased Connection”** refers to a method of connecting to the NetLink Trust Platform as described in Annex 14B in Schedule 14;

**“Defined Area”** is an area clearly adapted for:

- (i) in the context of Schedule 1, residential use; and
- (ii) in the context of Schedule 2, for commercial use,

with at least one floor-to-ceiling door to partition the areas for residential use and non-residential use;

**“Detailed Billing Verification Information”** means the detailed information requirements for billing purposes set out in the relevant Schedules in the sections headed “Detailed Billing Verification Information”;

**“Development”** means a housing development, town or geographical area defined by any Government Agency, for which the Common Service Ducts were designed to serve;

**“Disclosing Party”** means a Party making a disclosure of Confidential Information in the context of clause 19 of the main body of this ICO Agreement;

**“Dispute Resolution”** or **“Dispute Resolution Procedure”** refers to the procedures outlined in Schedule 17 of this ICO Agreement;

**“Distribution Point”** or **“DP”** means the intermediate point at each floor in a Building where Wirelines from the nearest MDF Room must pass or terminate, en route to the premises on that floor;

**“Duct Diversity”** means a separate fibre strand provided via a separate duct along the same path as the existing equivalent Layer 1 Service;

**“Due Date”** means the date which is thirty (30) Calendar Days after the date of an invoice;

**“eBill”** means the service of issuance of bills electronically by NetLink Trust;

**“Effective Date”** means the date on which this ICO Agreement has been executed by both Parties and submitted to the Authority in accordance with the Code;

**“Emergency”** means an event which causes or is likely to cause significant damage to the Network of a Party or which endangers or is likely to endanger the health or safety of any person;

**“Emergency Service Organisations”** means the relevant police, fire, ambulance and coastguard services and other similar organisations providing assistance to the public in emergencies;

**“End to End Testing”** refers to the tests (as stated in Appendix 1-C of Schedule 14) to be carried out between the Requesting Licensee and NetLink Trust for the purpose of integrating with the NetLink Trust Platform;

**“End-User”** means a customer who is a business or residential end user;

**“Existing Requesting Licensee”** refers to the Requesting Licensee that is providing services (directly or via its Retail Service Providers) to an End-User at the relevant material time and prior to any Termination or Deactivation of its services to the End-User including any existing End-User’s Connection;

**“Existing Retail Service Provider”** shall refer to a Retail Service Provider who has an existing service agreement with an End-User to provide the End-User with telecommunication services which the End-User intends to terminate;

**“Expert”** means a person appointed in accordance with clause 6.8 of Schedule 17;

**“Express Service Activation Request Charge”** means the sum payable by the Requesting Licensee at the rate specified in Schedule 15 for the provisioning of Request for express service activation of the Non-Residential End-User Connection;

**“Facilities”** means installations or plants used for telecommunications as defined in the Act;

**“Facilities-based Operator”** or **“FBO”** means the holder of a Facilities-based Operator Licence issued by the Authority under the Act;

**“Fault Control Centre”** or **“FCC”** means a single point of contact for the reporting and management for fault reporting and clearing;

**“Fault Identification Charge”** or **“FIC”** means the sum payable by the Requesting Licensee at the rate specified in Schedule 15 in accordance with clause 11 of Schedules 1 to 11;

**“Fibre Distribution Frame”** or **“FDF”** means the Facility used typically at the CO, Building MDF Room, FTTB Node and NBAP DP to terminate the end of a Wireline;

**“Fibre Distribution Point”** or **“FDP”** means the network element at which NetLink Trust’s distribution cable is terminated, and which is installed either in the telecommunication riser on the same level where the Residential Premise is located, or in the gate pillar or meter compartment of a Building;

**“Fibre Interface Point”** or **“FIP”** means the network point provided by building developers/owners, which is located in either the telecommunication riser that is located on the same level as the Residential Premise, the gate pillar, or the meter compartment of a Building or development, pursuant to requirements imposed by IMDA and stipulated in the relevant version of the COPIF;

**“Fibre Takeover”** refers to the process whereby an End-User, with an existing End-User Connection, subscribes for another End-User Connection from a New Requesting Licensee or New Requesting Licensee’s Retail Service Provider with the intention of deactivating the End-User’s existing End-User Connection and the New Requesting Licensee submits a Request to NetLink Trust to:

- (a) Deactivate the End-User’s existing End-User Connection; and
- (b) Activate a new End-User Connection simultaneously;

**“Final Distribution Point”** means the final point within the NetLink Trust Network where the Wireline terminates before the First Termination Point;

**“First Termination Point”** or **“1<sup>st</sup> TP”** means the network point that was the first to be installed within a Residential Premise in Buildings fitted with end-to-end NetLink Trust’s fibre infrastructure, or the first to be installed within a Non-Residential Premise or in the telecommunication riser on the same level where the Non-Residential Premise is located;

**“Forecast”** means an estimate of a Party’s anticipated future requirements for a Service for a specified period, in accordance with the terms and conditions of the relevant Schedule;

**“FTTB Node”** means a network point located at the basement or ground floor of a building where the in-building Wireline are terminated and cross-connected. Where the building has a Building MDF Room or TER Room, the FTTB Node shall be the Building MDF Room or TER Room respectively;

**“Government Agency”** or **“Governmental Agency”** means any department or statutory board operated by or accountable to a ministry or organ of state within the Republic of Singapore;

**“GPON”** is a point-to-multipoint (including a point-to-point) fibre to the premises network architecture in which unpowered optical splitters are used to enable a single optical fibre to serve multiple premises;

**“GST”** means Goods and Services Tax imposed under the Goods and Services Tax Act 1993 of Singapore;

**“Handshake Testing”** refers to the tests (as stated in Appendix 1-B of Schedule 14) to be carried out between the Requesting Licensee and NetLink Trust for the purpose of integrating with the NetLink Trust Platform;

**“High-Rise Residential Building”** means any Residential Building other than a Landed Residential Building;

**“Home Passed”** means Residential Premises for which Wireline connectivity has been deployed up to the Distribution Point of each floor (for a Building containing two or more Residential Premises) or to the gatepost, where applicable, or if not, to the nearest manhole (for a Building containing one Residential Premise);

**“Home Reached”** means Residential Premises for which Wireline connectivity has been deployed to the First Termination Point;

**“Interconnection Offer”** or **“ICO”** means the document submitted by NetLink Trust and approved by IMDA in accordance with the terms and conditions of the NetCo Contract, including all Schedules, Attachments, Annexes and Appendices as amended, modified or supplemented from time to time;

**“ICO Agreement”** or **“this ICO Agreement”** means the agreement entered into between NetLink Trust and the Requesting Licensee on the terms and conditions specified in NetLink Trust’s approved ICO, which shall be in accordance with the requirements of the Code;

**“ICO Review Date”** means the date that the ICO, including any amendment to it, is reviewed and approved by the Authority;

**“IMDA”** has the same meaning as **“Authority”**;

**“IMDA Act”** means the Info-communications Media Development Authority Act 2016;

**“Indemnified Party”** means a Party who is kept indemnified by the Indemnifying Party;

**“Indemnifying Party”** means a Party who must indemnify and keep indemnified the Indemnified Party;

**“Individualised Interconnection Agreement”** means an agreement governing interconnection and related arrangements that is entered into pursuant to the sub-section 6.2.3 of the Telecom Competition Code;

**“Installation Charge”** means the sum payable by the Requesting Licensee for any installation works to be done at the rate specified in Schedule 15;

**“Installation of Network Charge”** means the sum payable by the Requesting Licensee for any installation works to be done at the rate specified in Schedule 15;

**“Intellectual Property”** means all trademarks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights;

**“Inter-Working Group”** means a committee with an equal number of appropriate representatives from each Party formed pursuant to clause 3 of Schedule 17;

**“Interconnection Related Services”** means services specified by the Authority under sub-section 6.3.2 of the Telecom Competition Code;

**“Invoice”** means an invoice, bill or request for payment issued by a Party to the other Party in accordance with this ICO Agreement;

**“Invoiced Party”** refers to the Party receiving the Invoice for the service received in accordance with this ICO Agreement;

**“Invoicing Party”** refers to the Party issuing the Invoice for service(s) rendered in accordance with this ICO Agreement;

**“IRU”** means the indefeasible right of use of Common Service Ducts granted to Requesting Licensee with Long-term Licence specified under clause 1.3A of Schedule 21;

**“ITU-T G.625D”** refers to the Transmission systems and media, digital systems and networks standard number G.625D published by the Telecommunication Standardization Sector of the International Telecommunication Union;

**“ITU-T G.657A”** refers to the Transmission systems and media, digital systems and networks standard number G.657A published by the Telecommunication Standardization Sector of the International Telecommunication Union;

**“Joint Investigation Charge”** means the sum payable by the Requesting Licensee at the rate specified in Schedule 15 for a joint site meeting to investigate service quality or fault;

**“Joint Investigation Meeting”** means the joint site meeting requested by the Requesting Licensee to investigate service quality or fault;

**“Joint Site Verification”** means a joint exercise: (a) arising from the In-Principle Approval granted under clause 5.3 of Schedule 19 or Schedule 21, or (b) requested by the Requesting Licensee under clause 5.5 of Schedule 19 or Schedule 21, for the purpose of verifying the physical availability (or unavailability) of Building Lead-in Duct space or Common Service Duct space; (c) following the Requesting Licensee’s acceptance of an alternative proposal from NetLink Trust under clause 5.5(b) of Schedule 19 only;

**“Joint Site Verification Charge”** means the Charge payable by the Requesting Licensee at the rate specified in Schedule 15 for a Joint Site Verification under Schedule 19 and Schedule 21;

**“Landed Residential Building”** or **“Landed Residential Premise”** means a Residential Building that is one of the following types of houses but does not include a landed dwelling-house comprised in a development that is strata subdivided or intended for or capable of strata division; (a) detached house; (b) semi-detached house; (c) terrace house;

**“Layer 1 Service”** means a service provided by NetLink Trust to the Requesting Licensee for the use of Wireline;

**“Liable Party”** is as defined in clause 14.10 of the main body of this ICO Agreement;

**“Long-term Basis”** in respect of a Licence, means the grant of an IRU for Common Service Ducts on a long-term basis, on the terms and conditions stated in the CSD Undertaking and Schedule 21, including the Term of Licence set out in clause 17.1 therein;

**“Loss”** means any and all losses (including but not limited to indirect or Consequential Loss and loss of profits, business and business opportunities) damages, claims, liabilities and demands and all expenses, legal and otherwise of any kind;

**“Main Body”** refers to the main body of this ICO Agreement;

**“Mainline Duct”** means a duct that connects major elements of a Network;

**“Mandated Licensee”** means a Requesting Licensee (as listed in Annex 20-1 of Schedule 20) whose Mandated Licensee Interconnection Services can only be accessed at NetLink Trust’s Central Office Building;

**“Mandated Licensee Interconnection Services”** means services offered pursuant to Mandated Licensees’ Interconnection Offers or any Individualised Interconnection Agreement;

**“Mandated Services”** means the Basic Mandated Services, the Ancillary Mandated Services and such other services as the Authority may specify in the NetCo’s Licence;

**“Mandated Services Information”** or **“MSI”** has the meaning given under the Code;

**“Manuals”** means the manuals in the Schedules of this ICO Agreement as amended or substituted from time to time with this ICO Agreement or as a result of any changes introduced and/or such other manuals as are from time to time agreed between the Licensees to constitute “Manuals” for the purposes of this ICO Agreement;

**“Maximum Quota”** refers to the maximum number of Requests for Basic Mandated Services and Layer 1 Redundancy Services that NetLink Trust shall process per Business Day, excluding Requests for Non-Residential End-User Connections, as specified in clause 5.2 of Schedule 2 respectively;

**“MDF”** means Main Distribution Frame;

**“MDF Room”** means the room housing the MDF;

**“Mean Time To Recovery”** or **“MTTR”** means the average time NetLink Trust took to restore service for all fault incidents for all Connections acquired by the relevant Requesting Licensee under the relevant 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;

**“Media Market Conduct Code”** means the Code of Practice for Market Conduct in the Provision of Media Services issued by the Media Development Authority of Singapore pursuant to section 17(1) of the Media Development Authority of Singapore Act, which was replaced by the Telecom and Media Competition Code on 2 May 2022, or its successor code of practice, and as may be amended from time to time;

**“Mediation”** has the same context as the referral of a dispute to the Singapore Mediation Centre and in accordance with the same Mediation Rules;

**“Mediation Rules”** means the rules of the Singapore Mediation Centre;

**“Mediator”** means the mediator appointed pursuant to clause 7 of Schedule 16 and/or clause 5 of Schedule 17;

**“Monthly Recurring Charge”** refers to the sum that the Requesting Licensee shall pay for the service on a monthly basis computed from the beginning of the month as specified in Schedule 15;

**“MTTR Rebate”** means the relevant rebate in accordance with the relevant Schedule, NetLink Trust shall compensate the Requesting Licensee in the event NetLink Trust fails to meet the standard MTTR for a particular month;

**“NBAP Termination Point”** or **“NBAP TP”** means the network point at the NBAP and nearest to the point of entry of that NBAP where the Wireline is terminated;

**“Negotiation Period”** means the period specified in the relevant Schedule for negotiation in relation to the provision of a Service;

**“NetCo Contract”** means the contract entered into between IMDA and NetLink Trust dated 20 October 2008 entered into pursuant to the RFP;

**“NetCo QP”** refers to Network Company Qualifying Persons who shall include persons such as a Facilities-Based Operator (FBO), a Services-Based Operator (SBO), or a Broadcasting Licensee;

**“NetLink Trust”** or **“NLT”** means NetLink Management Pte Ltd (as trustee of NetLink Trust); a company incorporated under the laws of Singapore with its registered office at 750E Chai Chee Road #07-03 Singapore 469005;

**“NetLink Trust Platform”** means the operation and business support system used in the maintenance of network inventory, provisioning of services and management of faults;

**“NetLink Trust Platform APIs”** or **“NetLink Trust Platform Application Programming Interface (“API”)**” refers to the APIs of NetLink Trust Platform that are exposed to the Requesting Licensee’s systems allowing electronic flow through business transactions;

**“NetLink Trust Public Website”** refers to the NetLink Trust’s website at <http://www.netlinktrust.com> which is accessible through the world wide web;

**“Network”** means a telecommunication system or supporting infrastructure of a Party which is used or intended to be used for telecommunications. Any reference to a “Network” belonging to NetLink Trust

shall mean the passive infrastructure portion of the NBN to be implemented and operated by NetLink Trust pursuant to the terms and conditions of the NetCo Contract;

**“Network Connectivity Tests”** refers to the tests (as stated in Appendix 1-A of Schedule 14) to be carried out between the Requesting Licensee and NetLink Trust for the purpose of integrating with the NetLink Trust Platform;

**“New Requesting Licensee”** refers to the Requesting Licensee who is not providing any services (directly or via its Retail Service Providers) to the End-User at the relevant material time but from whom the End-User intends to or has subscribed for services (either directly from that Requesting Licensee or via that Requesting Licensee’s Retail Service Providers) including End-User Connection for which NetLink Trust is required to connect or activate;

**“New Retail Service Provider”** shall refer to the Retail Service Provider whom an End-User intends to subscribe telecommunication services from;

**“NBN”** means Nationwide Broadband Network;

**“NBN OpCo”** means such entity appointed by the Authority, including its successors and assigns, who will implement, own and operate the active portion of the NBN;

**“Non-Building Address Point”** or **“NBAP”** means a location in mainland Singapore or its connected islands other than a physical address;

**“Non-Residential Building”** means a building that contains one or more Non-Residential Premises but excludes all Housing Development Board apartment blocks regardless of height;

**“Non-Residential End-User”** means a user of telecommunication service other than a Residential End-User;

**“Non-Residential End-User Connections Quota”** refers to the maximum number of Requests for Basic Mandated Services and Layer 1 Redundancy Services that NetLink Trust shall process per Business Day, and that are associated with Non-Residential End-User Connections, as specified in clause 5.2 of Schedule 2;

**“Non-Residential Premise”** means any premise other than a Residential Premise;

**“Notice Period”** means the ten (10) Business Days written notice given by either Party or any other period which may be agreed between the Parties pursuant to a dispute falling under Schedule 17;

**“Notification of Acceptance of ICO”** refers to a confirming acceptance of the ICO Agreement given by the NetCo QP to NetLink Trust under Part 1 of the main body of this ICO Agreement;

**“NTE”** means the equipment owned and installed by the Requesting Licensee at the End-User premise;

**“Optical Ethernet”** or **“OE”** means an ethernet network built upon the passive optical network provided by NetLink Trust;

**“Ordering Charge”** means the charges NetLink Trust shall levy in accordance with Schedule 15;

**“Ordering and Provisioning Procedures”** means the various procedures for the ordering and provisioning of Services in the relevant Schedules;

**“Order Request Identifier”** or **“ORI”** means the reference number given for each valid Request received by NetLink Trust;

**“OSS”** means Operations Support Systems used by a telecommunications operator to deal with the telecommunications network itself, supporting processes such as maintaining network inventory, provisioning services, configuring network components, and managing faults;

**“OSS/BSS Connection”** is as defined in clause 5.13(d) of Schedule 14;

**“OSS/BSS Connection Equipment”** means routers, switches, firewalls, servers, and other equipment used by a Requesting Licensee to connect to the NetLink Trust Platform;

**“OSS/BSS Professional Service”** means the services listed under Schedule 14;

**“Party”** means, depending on the context in which the term is used, either NetLink Trust or the Requesting Licensee or such person or entity with whom NetLink Trust has or intends to have a relationship arising from, in relation to or due to the provision of any Mandated Services;

**“Patch Cable”** means the physical optical patch cord used to connect two ports in a FDF;

**“Patching Charge”** means the sum payable by the Requesting Licensee for any patching works to be done at the rate specified in Schedule 15;

**“Patching Locations”** means the location where NetLink Trust would offer to provide Patching Service pursuant to Schedule 13;

**“Patching Service”** refers to the services provided under Schedule 13;

**“Patching Service Activation Request”** or **“PSAR”** refers to the request for a Patching Service submitted by Requesting Licensee in accordance with Schedule 13;

**“Patching Service Activation Request Form”** or **“PSAR Form”** refers to the form provided in Annex 13A in Schedule 13;

**“Patching Service Deactivation Request”** or **“PSDR”** refers to the request to remove a Patching Service submitted by Requesting Licensee in accordance with Schedule 13;

**“Patching Service Deactivation Request Form”** or **“PSDR Form”** refers to the form provided in Annex 13B in Schedule 13;

**“Patching Service Request Quota”** refers to the maximum number of PSARs (80) that NetLink Trust shall process per week;

**“Path Diversity”** means a separate fibre strand provided along a separate path as the existing equivalent Layer 1 Service;

**“Personal Data”** means data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the organisation has or is likely to have access;

**“Prime Lending Rate”** means, in relation to a Reference Bank on any day, the rate per annum which is the prime lending rate, for Singapore Dollars of that Reference Bank as announced by that Reference Bank from time to time, in force on such day and, for the purposes of this ICO Agreement, a change in such rate shall be effective on and from the day on which it is announced or, if such announcement provides for such change to come into effect on a later day, on and from such later day;

**“Project Study”** means the process by which NetLink Trust confirms its ability to provide a Service requested by the Requesting Licensee under the applicable Schedule;

**“Project Study Charge”** means a Charge under Schedule 15 for the provision of a request for a Project Study;

**“Proposed Requesting Licensee”** refers to a Requesting Licensee which the Requesting Licensee wishes to request a RL to RL Interconnection with under Schedule 12A;

**“Provisioning SLG”** refers to the Service Level Guarantee provided for the provisioning timeframes for Co-Location Service under Schedule 12;

**“Public Internet secured VPN”** refers to an access method to connect to the NetLink Trust Platform;

“**PVC**” means Polyvinyl chloride material;

“**Qualifying Person**” or “**QP**” means a NetCo QP;

“**Ready for Service**” or “**RFS**” means the date that NetLink Trust completes the installation of the Services as notified to the Requesting Licensee in accordance with the relevant Schedules;

“**Receiving Party**” means a Party receiving Confidential Information from the Disclosing Party or a notice of dispute falling under Schedule 17, depending on the context;

“**Reconnection Charge**” means the sum payable by the Requesting Licensee for any service reconnection works to be done at the rate specified in Schedule 15;

“**Redundancy Service**” means service which provides redundant connection acquired in addition of an existing connection;

“**Reference Banks**” means the principal Singapore offices of The Development Bank of Singapore Limited, Overseas-Chinese Banking Corporation Limited and United Overseas Bank Limited;

“**Reinstatement Charge**” means the sum payable by the Requesting Licensee for any reinstatement to be performed in relation to the Removal at the rate specified in Schedule 15;

“**Related Corporation**” means a company which is the Holding Company or Subsidiary of either Party or a company which shares a common Holding Company with that Party;

“**Relocation**” means the relocation of an existing End-User Connection for an End-User to the End-User’s new address;

“**Removal**” means removal of any Termination Point or any part of the NetLink Trust Network as currently installed;

“**Request**” refers to any request made for any Mandated Service provided by NetLink Trust under this ICO Agreement;

“**Request Charge**” means the sum payable by the Requesting Licensee for the submission and processing of Requests at the rate specified in Schedule 15;

“**Request Date**” means the date on which NetLink Trust receives the request for any Service;

“**Requested Service**” refers to the Mandated Service requested by an FBO or SBO or Broadcasting Licensee from NetLink Trust under this ICO Agreement;

**“Requesting Licensee”** or **“RL”** means an FBO or SBO or Broadcasting Licensee which submits a written application to acquire Mandated Services from NetLink Trust under this ICO Agreement;

**“Requesting Licensee’s Network”** means a network owned or operated by the Requesting Licensee;

**“Residential Building”** means a building other than a Non-Residential Building;

**“Residential End-User”** means a user of telecommunication service who is not engaged in commercial activity at the location where the service is provided;

**“Residential Premise”** means a premise designed or adapted or used for human habitation of a residential nature. In the event of any doubt as to whether a premise is of a residential nature, the classification which the Inland Revenue Authority of Singapore applies to that premise for tax purposes shall be final and conclusive;

**“Retail Service Provider”** or **“RSP”** means any person providing retail services to End-Users using a Network;

**“RFP”** means Request for Proposal;

**“RL to RL Interconnection”** means a direct connection between two Co-Location Equipment of Requesting Licensees in the same Central Office or connection via a Patch Cable between the respective NetLink Trust FDFs connected to the Co-Location Equipment of Requesting Licensees;

**“RL to RL Interconnection Request”** means a request made for a RL to RL Interconnection under Schedule 12A;

**“RL to RL Interconnection Service”** means the Services listed under Schedule 12A;

**“Sample Test Invoices”** means Invoices of bills generated for the purpose of a joint investigation of invoice discrepancies pursuant to clause 8.1 of Schedule 16;

**“SAP Rebate”** means the amount which NetLink Trust shall compensate the Requesting Licensee when NetLink Trust fails to meet the applicable service activation period for such Request as described in the relevant Schedules;

**“Schedule”** means any of the documents entitled Schedule 1 in numerical order up to and including Schedule 20 which is attached to and forms part of this ICO Agreement. The words “this Schedule” refer to the numbered Schedule in which those words appear;

**“Second Termination Point”** means the Termination Point in a Residential Premise in Buildings fitted with end-to-end NetLink Trust’s fibre infrastructure that is installed after the First Termination Point and located in the same Residential Premise as the First Termination Point;

**“Security Requirement”** means the security deposit or banker’s guarantee given by the Requesting Licensee to NetLink Trust in accordance with the main body of this ICO Agreement;

**“Senior Management”** means a representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility of administering this ICO Agreement;

**“Service”** means a service provided by NetLink Trust as described in this ICO Agreement and **“Services”** means any, all or combination of them as the context requires;

**“Service Activation Charge”** means the sum payable by the Requesting Licensee for each activation of service on any fibre strand at the rate specified in Schedule 15;

**“Service Level Guarantees”** or **“SLGs”** means the criteria, remedies and procedures relevant to timeframes and other standards for the supply of a Service, as set out in the relevant Schedule;

**“Service Portal GUI”** or **“Service Portal”** means the website on the NetLink Trust Platform found on <https://restricted.opennet.com.sg/> which shall be accessible through a web browser and Public Internet secured VPN client software;

**“Service Report Form”** or **“SRF”** means the form which is completed and duly acknowledged by the End-User upon completion of the installation of the Termination Point;

**“Services Based Operator”** or **“SBO”** means the holder of a Services-based Operator Licence issued by the Authority under the Act;

**“Set-aside Duct”** means a spare Common Service Duct that has been set aside for lease to FBOs on Short-term Basis;

**“Short-term Basis”** in respect of a Licence, means the grant of the right to share space in Set-aside Ducts on a short-term basis and in accordance with the Term of Licence set out in clause 17.2 of Schedule 21;

**“Singapore Dollar”** and **“S\$”** mean the currency of Singapore;

**“Singapore International Arbitration Centre”** or **“SIAC”** means the centre referred to in clause 6 of Schedule 17 which can be contacted at 28 Maxwell Road, #03-01, Maxwell Chambers Suites, Singapore

069120, and may be contacted at Tel: (65) 6713 9777, Email: corpcomms@siac.org.sg or such other address or contact particulars as may be notified from time to time;

**“Singapore Mediation Centre” or “SMC”** means the centre situated at 1 Supreme Court Lane, Level 4, Singapore 178879, and may be contacted at Tel: (65) 6252 4226, Fax: (65) 6333 5085, Email: smc\_enquiries@sal.org.sg or such other address or contact particulars as may be notified from time to time;

**“Site Preparation Work”** means any work undertaken by NetLink Trust to permit the provision of Services related to co-location under Schedules 12, 12A, 12B and 12C, or to permit the provision of relevant Services under Schedule 20;

**“Site Survey Charge”** means the sum payable by the Requesting Licensee for each site survey conducted by NetLink Trust at the rate specified in Schedule 15;

**“Split Ratio”** means the number of Wirelines from the 1<sup>st</sup> TP that will be connected to the optical splitter at the Building MDF Room;

**“Standard Cable-Equivalent”** means the standard measurement of the size of a fibre cable or copper cable adopted by NetLink Trust in the context of the ICO Agreement, whose equivalence to the size of various fibre core cables or copper cables is specified in Annex 19-5 of Schedule 19 and Annex 21-5 of Schedule 21 (fibre cable only);

**“Standard Operating Procedures” or “SOP”** means the procedures as specified in the Annexes or Attachments to the relevant Schedules;

**“Suspending Party”** means the party who wishes to suspend this ICO Agreement or any Schedule of this ICO Agreement;

**“Telecom Competition Code”** means the Code of Practice for Competition in the Provision of Telecommunication Services 2012 issued by the Authority pursuant to section 26(1) of the Act, which came into operation on 23 April 2012, or its successor code of practice, and as may be amended from time to time;

**“Telecom and Media Competition Code”** means the Code of Practice for Competition in the Provision of Telecommunication and Media Services 2022 issued by the Authority pursuant to section 61(1) of the IMDA Act and section 30(1) of the Act, which came into operation on 2 May 2022. The Telecom and Media Competition Code replaces the Telecom Competition Code and Media Market Conduct Code;

**“Telecom Manholes”** means an underground utility vault owned or controlled by NetLink Trust which connects to a Common Service Duct;

**“Telecommunication Equipment Room”** or **“TER”** means a room within a building or a standalone structure, whether provided pursuant to COPIF or otherwise, that is used to house telecommunication licensees’ installation or equipment;

**“Terminating Party”** means the party who wishes to terminate this ICO Agreement or any Schedule of this ICO Agreement and/or the relevant service licence;

**“Termination Point”** or **“TP”** means any network point, within a Residential Premise or Non-Residential Premise or in the vertical telecommunication riser on the same floor where a Non-Residential Premise is located, where the Wireline is terminated;

**“Third Party”** means any person or entity other than NetLink Trust or the Requesting Licensee;

**“Third Party CSD”** means a dedicated conduit for telecommunication cables within a Common Service Duct network that is solely owned by an FBO who is a public telecommunication licensee;

**“Third Termination Point”** means the Termination Point in a Residential Premise in Buildings fitted with end-to-end NetLink Trust’s fibre infrastructure that is installed after the First Termination Point and Second Termination Point, and is located in the same Residential Premise as the First Termination Point and Second Termination Point;

**“TOP”** means the temporary occupation permit issued under the Building Control Act 1989;

**“Transmission Tie Cable”** means an optical fibre cable used to connect the Requesting Licensee’s Fibre Distribution Frame at the Co-Location Space to NetLink Trust’s Fibre Distribution Frame at the CO;

**“Transmission Tie Cable Port”** means a Transmission Tie-Cable connection point at the NetLink Trust’s Fibre Distribution Frame;

**“Trouble Report”** means a report generated by NetLink Trust whenever there is a material fault found with the NetLink Trust Network or equipment which adversely affects the performance of the NetLink Trust Network and equipment;

**“Underground Equipment”** means any Cable installed in a Building Lead-in Duct or Building Lead-in Manhole, Common Service Duct or Telecom Manhole but does not include the Building Lead-in Duct, Building Lead-in Manhole, Common Service Duct or Telecom Manhole itself;

**“Unnecessary Data”** means data such as National Registration Identification Card number or Foreign Identification Number or any personal data belonging to an End-User which is unnecessary for the processing of a Request or a fault that has been reported by the Requesting Licensee;

**“Utilisation Rate”** means the total actual utilised cable capacity of all NetLink Trust’s Building Lead-in Ducts or Common Service Ducts within a single trench;

**“VPN”** means Virtual Private Network;

**“Weekly Recurring Charge”** is calculated by the following formulae, as applicable

(a)  $\frac{\text{Monthly Recurring Charge} \times 7}{30}$ ; or

(b)  $(\frac{\text{Annual Recurring Charge}}{12} \times \frac{1}{30}) \times 7$ ;

**“Wireline”** means passive optical fibre cable deployed and owned by NetLink Trust; and

**“Wireline Diversity”** means a separate fibre strand (may be from the same fibre cable) provided via the same duct along the same path as the existing equivalent Layer 1 Service.