

**PRIVATE & CONFIDENTIAL**

Dated

BETWEEN

**NETLINK MANAGEMENT PTE. LTD.**

**(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)**

AND

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**CUSTOMISED AGREEMENT**

**PROVISION OF HIGH-LEVEL ROUTING INFORMATION (IN KMZ FORMAT) FOR PROPOSED  
NON-ICO CONNECTIONS**

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This CUSTOMISED AGREEMENT is made on

2025 between:

(A) **NETLINK MANAGEMENT PTE. LTD.** (in its capacity as trustee of NetLink Trust) (Company Registration Number: 201704784C), a company incorporated in Singapore with its registered address at 750E Chai Chee Road, #07-03 ESR BizPark@Chai Chee, Singapore 469005 ("NLT")

AND

(B) [REDACTED] (Company Registration Number [REDACTED]), a company incorporated in Singapore with its registered address at [REDACTED] (the "RL").

NLT and the RL shall hereinafter be collectively referred to as the "**Parties**", and individually as "**Party**".

#### WHEREAS:

- A. NLT has been granted a licence to provide facilities-based operations ("**FBO Licence**") by the Info-communications Media Development Authority ("**IMDA**") under Section 5 of the Telecommunications Act 1999 ("**Act**") and is a designated public telecommunication licensee under Section 8 of the Act. NLT operates subject to the authority of and regulation by IMDA.
- B. Under the terms of NLT's FBO Licence, NLT is required to offer certain Mandated Services to Requesting Licensees pursuant to the terms of the Approved ICO.
- C. The RL is desirous of obtaining high-level routing information (in KMZ format) (as defined below) which reflect the high-level details of the routing through which Proposed Non-ICO Connections (as defined below) may be provisioned, for either one of the following purposes: (i) participating in tenders or commercial bids (each, a "**Tender**"), where the RL is required to provide Routing Information (as defined below) as part of its submission, (ii) planning diverse path for Existing Connections for its Direct End-Users (as defined below), or (iii) proposing new Non-ICO Connections to potential enterprise Direct End-Users or government agencies.
- D. The Parties hereby agree to enter into this Customised Agreement to regulate Parties' respective obligations and responsibilities with regard to the provision of the Routing Information (as defined below) by NLT for Proposed Non-ICO Connections.

#### IN CONSIDERATION OF THE PARTIES' MUTUAL AGREEMENTS, UNDERTAKINGS AND COVENANTS HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires, capitalised terms shall have the following meanings:-

"**Approved ICO**" has the meaning ascribed to it in Clause 1.2.1 below;

"**Base Station**" means a Building or NBAP at which a mobile base transmission station belonging to the RL is installed to support the RL's mobile and cellular services;

"**Business Day**" means any day other than Saturdays, Sundays or the gazetted public holidays

in Singapore;

**“CO Diversity Connection”** means, in respect of an Existing Connection, the provision of one (1) separate fibre strand that is deployed from a different CO to a separate TP at the same location as that Existing Connection;

**“Data Centre”** or **“DC”** means a Building at which a data centre facility is located, at which telecommunications equipment belonging to the RL is installed;

**“DC Connection”** means a connection comprising one (1) fibre strand that is deployed between two (2) physical points (“A-end” and “B-end”) within NLT’s network, where the A-end is located at a ‘Meet Me Room’ or Main Distribution Frame Room in a DC or CLS, and B-end is located at the Direct End-User’s Non-Residential Premise, or a Non-Building Address Point (“NBAP”) or at a ‘Meet Me Room’ or Main Distribution Frame Room in a different DC or CLS;

**“Direct End-User”** means an End-User who have entered directly into a contractual agreement with the RL or its Related Corporations;

**“Effective Date”** means the date described in Clause 7.1 below;

**“Existing Connection”** means a connection which has been provisioned either under Schedule 2, 3, 5, 6, 9 10 or 11 of the RL’s ICO Agreement prior to the submission of RL’s request for a CO Diversity Connection, or a Mobile Point-to-Point Connection, or a Point-to-Point Connection, or a DC Connection, or a CO Diversity Connection which has been provisioned under the respective Customised Agreements;

**“Indoor Connection”** means a Point-to-Point Connection or Mobile Point-to-Point Connection for which either the A-end or B-end is located indoors (e.g. within residential or commercial buildings, or multi-storey carparks);

**“KMZ”** means ‘Keyhole Markup Language Zipped’, which is a compressed file format used for storing geographic data;

**“Law”** means any domestic constitutional provision, statute or other law (including common law), act, rule, regulation, subsidiary legislation, ordinance, treaty, code, permit, certificate, licence, and any decision, decree, resolution, injunction, judgment, order, ruling, interpretation or assessment issued by any Governmental Agency, including any of the foregoing applicable to health, safety and environmental matters;

**“Mobile Hub”** means a centralised location within a Building in which cellular mobile telecommunications equipment belonging to the RL is installed for the purpose of supporting connections to the respective Base Station, and includes any of the RL’s Exchanges;

**“Mobile Point-to-Point Connection”** means a fibre connection that is deployed between two physical points (“A-end” and “B-end”) within NLT’s network where A-end is located at a Mobile Hub; and B-end is located at a Base Station;

**“Outdoor Connection”** means a Point-to-Point Connection or Mobile Point-to-Point Connection for which either the A-end or B-end is located outside of a Building (e.g. lamp posts);

**“Point-to-Point Connection”** means a fibre connection that is deployed between two physical points (“A-end” and “B-end”) within NLT’s network, and that is not a Mobile Point-to-Point Connection;

**“Preparation Fee”** means the fee that the RL is liable to pay in exchange for the supply of each set of Routing Information (as defined below), as set out in **Annex 3**;

**“Proposed Non-ICO Connection”** means a potential connection which could be either a Point-to-Point Connection, Mobile Point-to-Point Connection, Indoor Connection, Outdoor Connection, CO Diversity Connection or DC Connection that the RL proposes to deliver to the Direct End-User;

**“Purpose”** means the purpose for which the Routing Information will be used by the RL, as indicated in the Request Form in **Annex 2**;

**“Routing Information”** means high-level routing information that is in KMZ format described under paragraph 1.1 of **Annex 1**;

**“Submarine Cable Landing Station”** or **“CLS”** means the premises and buildings where international submarine cables arrive and terminate, and are connected to backhaul links; and

**“Term”** means the term of this Agreement as set out in Clause 7.2 below.

## 1.2 Interpretation

In this Agreement:-

- 1.2.1 unless otherwise defined herein, all terms and references defined in NLT’s Interconnection Offer as approved by the Authority (**“Approved ICO”**) (as set out on the IMDA webpage <https://www.imda.gov.sg/regulations-and-licensing-listing/nationwide-broadband-network/netlink-trusts-interconnection-offer-2023> or any successor webpage and as may be amended from time to time) shall have the same meaning and construction when used in this Agreement;
- 1.2.2 unless otherwise defined herein, the definition of terms shall apply equally to the singular and plural forms of the terms defined, and any pronoun shall include the corresponding masculine, feminine and neuter forms;
- 1.2.3 unless the context otherwise requires, any definition or reference to any instrument, statute or statutory provision shall be construed as referring to such instrument, statute or statutory provision as from time to time amended, supplemented, extended, consolidated or replaced, and subject to any restrictions on such amendments, supplements, extensions, consolidations or replacements, and any orders, regulations, instruments or other subordinate legislation made thereunder;
- 1.2.4 the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- 1.2.5 unless otherwise provided herein or the context otherwise requires, all references to clauses, schedules, recitals and annexures are references to the clauses, schedules, recitals and annexures of this Agreement;
- 1.2.6 the words "herein", "hereinafter", "hereof" and "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement;
- 1.2.7 an expression importing a natural person shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns (as the case may be), and pronouns shall have a similarly

extended meaning. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;

- 1.2.8 dates and times refer to Singapore time;
- 1.2.9 the schedules and/or annexures to this Agreement form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
- 1.2.10 the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; and
- 1.2.11 any act or obligation to be done or performed under this Agreement which is required or falls to be done or performed on a stipulated day, shall be done or performed on the next succeeding Business Day, if the day upon which that act or obligation is required or falls to be done or performed falls on a day which is not a Business Day.

## **2. NLT'S OBLIGATIONS**

- 2.1 Upon request made by the RL in accordance with the terms and conditions specified herein, NLT shall provide to the RL high-level routing information (hereinafter referred to as the "**Routing Information**") that the RL may require for either one of the following purposes (i) participating in a Tender, or (ii) planning diverse path for Existing Connections for its End-Users, or (iii) proposing new Non-ICO Connections to potential enterprise Direct End-Users or government agencies.

## **3. RL'S OBLIGATIONS**

- 3.1 In consideration of NLT's agreement to provide the services described in Clause 2 above, the RL shall comply with the terms and conditions specified in the Annexes hereto and as may be amended from time to time by the Parties' mutual agreement, subject to the Authority's approval.

## **4. CONFIDENTIALITY**

- 4.1 Each Party shall protect from disclosure any confidential or proprietary information provided by the other in the course of negotiating or implementing this Agreement, use such information only for the provision of the specific Mandated Services requested by the RL and adopt appropriate procedures to ensure that the information of the other Party is not used for the development or marketing of other telecommunication services or equipment by either Party or third parties.

## **5. PROTECTION OF NETWORKS**

- 5.1 NLT and the RL shall take reasonable measures to ensure that they will not cause physical or technical harm to each other's network.

## **6. BILLING INFORMATION**

- 6.1 NLT and the RL shall provide each other with information within their possession that is necessary to allow them to provide accurate and timely billing to each other and to any other

relevant third parties.

## **7. TERM AND TERMINATION**

- 7.1 This Agreement shall be submitted to the Authority for approval and shall come into effect only upon such approval by the Authority. The date on which the Authority's approval is granted or is deemed to have been granted shall hereinafter be referred to as the "**Effective Date**".
- 7.2 This Agreement shall expire three (3) years after the Effective Date of this Agreement ("**Term**") unless renewed in accordance with Clause 7.3.
- 7.3 Parties may review the terms of this Agreement prior to the expiry of this Agreement and may renew the Agreement on such terms as Parties may agree, subject to the Authority's prior approval. Upon request for renewal by the RL, which should be made at least three (3) months prior to the expiry of the Agreement, Parties shall negotiate in good faith such terms and conditions to renew this Agreement and to conclude such negotiation prior to the expiry of the Agreement, subject to the Authority's prior approval.
- 7.4 Unless otherwise specified in the Annexures hereto, either Party may terminate this Agreement pursuant to the provisions of Clause 12.1 of the main body of Part 2 of the Approved ICO (which are incorporated pursuant to Clause 9.1 below). In addition, either Party may terminate this Agreement by giving to the other Party thirty (30) days' written notice or such shorter notice as may be directed or requested by the Authority.

## **8. LIMITATION OF LIABILITY**

- 8.1 This Clause 8 shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, willful or deliberate breach, breach of statutory duty or any other cause) of a Party to the other Party under or in relation to this Agreement and in relation to any act, omission or event relating to or arising out of this Agreement.
- 8.2 Subject to Clause 8.4, neither party shall be liable to the other Party, whether in contract, in tort, under statute or otherwise, for the following:
- a. any direct or indirect loss of profits, revenue, business, anticipated savings, wasted expenditure or goodwill; or
  - b. any consequential or indirect liability, loss or damage,
- sustained by and arising from or in connection with this Agreement.
- 8.3 Subject to Clause 8.4, each Party's aggregate liability in any given year (commencing on the Effective Date of this Agreement and each anniversary thereof) to the other Party for breach of any of their obligations or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), shall be limited to the aggregate amount of Preparation Fee (as set out in **Annex 3** of this Agreement) paid or payable by the RL during the twelve (12) months prior to the event giving rise to the liability.
- 8.4 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury. Nothing in this **Clause 8** excludes or restricts:
- a. either Party's liability for fraud, wilful default and/or gross negligence;
  - b. the RL's liability for using the Routing Information strictly in accordance with **paragraph 2 of Annex 1**; and

c. the RL's liability to make payment to NLT under this Agreement.

## **9. MISCELLANEOUS**

### **9.1 Incorporation of Terms of Approved ICO**

Save as expressly amended and/or supplemented by this Agreement, or if the context requires otherwise, the terms of the Approved ICO (as may be amended from time to time, and including but not limited to Schedules 2, 3, 5, 6, 9, 10, 11 15, 16, 17 and 18) shall be incorporated herein and shall form part of this Agreement, with the necessary modifications for application to this Agreement instead of an ICO Agreement. For the avoidance of doubt, this Agreement shall be deemed to be a "Customised Agreement" referred to in Clause 1.4 of the main body of Part 2 of the Approved ICO and as defined under Clause 1.2.1 of the Code. In the event of any inconsistencies between the provisions of this Agreement and the Approved ICO, the terms of this Agreement shall prevail to the extent of such inconsistencies.

### **9.2 Release, Waiver or Compromise**

Any liability owed to either Party hereunder may in whole or in part be released, waived or compromised, or time or indulgence may be given, by such Party in its absolute discretion and without in any way prejudicing or affecting its rights against the other Party. Any release, waiver or compromise shall be in writing and shall not be deemed to be a release, waiver or compromise of similar obligations or conditions in the future.

### **9.3 Prohibition against Assignment and Sub-Licensing**

This Agreement and/or the obligations hereunder shall not be assigned or sub-licensed by the RL.

### **9.4 Amendment**

This Agreement may be amended only by an instrument in writing signed by both Parties, which shall be conditional upon and subject to the approval of the Authority. The Parties hereby acknowledge that the Authority may direct changes to be made to this Agreement and agree that they shall amend this Agreement to incorporate such changes (including any additional or modified Duties Related to the Provision of Mandated Services as defined in the Code) as and when required by the Authority.

### **9.5 Invalidity and Unenforceability**

Any provision of this Agreement that is invalid or unenforceable under any Law in Singapore will be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this Agreement which are self-sustaining and capable of separate enforcement without regard to the read down or severed provision shall remain valid and enforceable in accordance with their terms.

### **9.6 Counterparts**

This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument. This Agreement may be executed by way of a certificate-based digital signature and the Parties hereby agree that such digital signature shall be treated as an original signature for all purposes hereof.

#### 9.7 Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the Laws of Singapore and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

#### 9.8 Liability of the Trustee

NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Agreement in its capacity as trustee of NetLink Trust and not in its personal capacity and any liability of NetLink Management Pte. Ltd. (in its capacity as trustee of NetLink Trust) under this Agreement is limited to the assets of NetLink Trust over which NetLink Management Pte. Ltd. has recourse and shall not extend to any personal or other assets of NetLink Management Pte. Ltd. or its shareholders, directors, officers or employees, save where NetLink Management Pte Ltd is fraudulent, in wilful default or in breach of the trust or where NetLink Management Pte Ltd fails to exercise such due care and skill as is reasonable in the circumstances in its capacity as trustee of NetLink Trust.



## ANNEX 1

### 1. PROCEDURE FOR REQUEST FOR ROUTING INFORMATION

- 1.1. The RL shall submit a request for Routing Information (“**Request**”) via email using the form set out in **Annex 2** to NLT’s Business Development Manager. For the avoidance of doubt, each Request shall only contain a request for one (1) set of Routing Information.
- 1.2. The RL shall submit no more than two (2) Requests per day with a maximum of five (5) Requests per week. Notwithstanding the foregoing, NLT shall at its sole discretion determine the actual number of Requests to be processed on each Business Day.
- 1.3. NLT shall issue a written notification to the RL on whether the Request has been accepted or rejected within three (3) Business Days.
- 1.4. NLT reserves the right to reject a Request for any of the following reasons:
  - (a) the Request contains incomplete information;
  - (b) the Request contains inaccurate information;
  - (c) NLT holds the view that the provision of the Routing Information would entail the disclosure of confidential or restricted information relating to highly sensitive physical locations;
  - (d) NLT holds the view that the Purpose for which the Routing Information will be used, as indicated in the Request, is not relevant to or necessary for the provisioning of Proposed Non-ICO Connections;
  - (e) NLT holds the view that the implementation of a diverse or redundancy path is not technically feasible for the identified locations or buildings; or
  - (f) the RL has exceeded the quota stated in **paragraph 1.2** above.
- 1.5. Upon receiving the Request, NLT shall conduct a desktop study for the preparation of the Routing Information. NLT shall issue the Routing Information to the RL by way of email within ten (10) Business Days of the date of acceptance of the Request.
- 1.6. The RL shall be liable for the full Preparation Fee (as set out in **Annex 3**) in the event that the RL cancels the Request after the RL has been notified of the acceptance of the Request in accordance with **paragraph 1.3**. For the avoidance of doubt, the RL shall not be liable to pay the Preparation Fee where the Request is cancelled by the RL before the RL has been notified of the acceptance of the Request, or where the Request is rejected by NLT.
- 1.7. NLT shall issue an invoice for payment of the Preparation Fee (as set out in **Annex 3**) for each set of Routing Information provided by the NLT on a monthly basis. For the avoidance of doubt, the payment term for the invoice is thirty (30) calendar days from the date of the invoice, and any late payment interest shall apply in accordance with the RL’s ICO Agreement.
- 1.8. Subject to paragraph 1.10 below, NLT shall not have any obligation to supply the RL with the Routing Information for a Proposed Non-ICO Connection that serve restricted and/or sensitive locations that include but are not limited to:
  - (a) Any “protected infrastructure” defined and protected under the *Infrastructure Protection Act 2017* (No. 41 of 2017);
  - (b) Military camps;
  - (c) Naval Bases;
  - (d) Research Facilities;
  - (e) Government Buildings;
  - (f) Home Team Academy;
  - (g) New Phoenix Park;
  - (h) Air Bases;

- (i) VVIP dwellings and facilities (e.g. Minister's home and compound);
- (j) Wharf/Ports of entry;
- (k) Immigration & Checkpoints Authority (ICA) compound;
- (l) NLT's Central Offices,

(hereinafter collectively referred to as the "**Restricted Locations**"). For the avoidance of doubt, the above list is neither static nor exhaustive, and NLT shall be entitled to reject a Request where NLT deems that the supply of the requested Routing Information would entail the disclosure of confidential or restricted information relating to highly sensitive physical locations.

- 1.9. NLT may, at its sole discretion, and subject to any additional terms and conditions that NLT may impose on the RL, supply the RL with the Routing Information for a Proposed Non-ICO Connection that serves a Restricted Location, on the condition that the Request must be accompanied by a written authorisation letter from the relevant End-User.
- 1.10. Each set of Routing Information shall not reflect the following information:
  - (a) Network Nodes;
  - (b) Distance between any physical points; or
  - (c) Any details relating to Restricted Locations.

## **2. RL's OBLIGATIONS**

- 2.1. The RL acknowledges and agrees that the Routing Information shall solely be used for the purpose of participating in the relevant Tender as indicated in the Request or for the purpose of planning diverse path for Existing Connections for its relevant End-Users, and shall not be used for any other purposes.
- 2.2. The RL acknowledges and agrees that it shall inform NLT of the outcome of the Purpose, and shall be obliged to purchase NLT's Non-ICO Connections in the event of a successful outcome of the Purpose, including but not limited to executing a definitive customised agreement in relation to the RL's obligations pursuant to the award of the Tender to the RL.
- 2.3. The Routing Information (in KMZ format) shall be provided to the RL subject to the following conditions:
  - (a) The RL acknowledges and agrees that the Routing Information shall comprise of NLT's confidential information and shall be accorded the appropriate treatment as set out under **Clause 4.1** of this Agreement;
  - (b) The RL undertakes to keep confidential the Routing Information in accordance with Clause 19 of the Main Body of the Approved ICO. All rights or title to the Intellectual Property subsisting in Routing Information shall vest in and shall be the sole and exclusive property of NLT;
  - (c) The RL is strictly prohibited from reproducing the Routing Information in any medium and/or sharing the Routing Information with any third party for any reason whatsoever without NLT's prior written consent;

If RL is aware of or has reasonable grounds to believe that any reproduction, unauthorised use of or access to the Routing Information by a third party has taken place or is about take place, the RL shall promptly (and no later than two (2) Business Days of acquiring such knowledge or reasonable belief) notify NLT in writing of such unauthorised use or access and commence all necessary steps to ensure that such third party immediately ceases such unauthorised activity;

- (d) The RL shall use its best efforts to prevent any recurrence of such unauthorised activity, including where necessary, terminating the third party use of or access to the Routing Information, the RL shall inform NLT of all such steps taken; and
  - (e) The RL agrees and acknowledges that it shall not and shall further procure that none of its employees, contractors or agents duplicate or reproduce the Routing Information in any way, nor deliver the Routing Information to any third party except in connection with the Purpose.
- 2.4. The Requesting Licensee acknowledges and agrees that, in the event that the Requesting Licensee submits an order for a Proposed Non-ICO Connection, the actual deployment of the fibre cable may not adhere to the Routing Information.
  - 2.5. In the event that NLT discovers that there has been unauthorised use or access to the Routing Information and any third-party breach of this Agreement, it shall be deemed as a material breach of this Agreement and the RL shall indemnify NLT against the full costs of carrying out such audit and / or inspection, without prejudice to NLT's other rights and remedies.
  - 2.6. In the event that the RL fails to make payment of the Preparation Fee within the stipulated payment term pursuant to paragraph 1.6, or is in breach of paragraphs 2.1 or 2.2, NLT may terminate this agreement at its sole discretion without any liability whatsoever, by giving to the RL one (1) month's notice in writing. The RL shall not submit and NLT shall have no obligation to accept any further Requests following the issuance of such termination notice by NLT.
  - 2.7. Upon termination of this Agreement or upon the conclusion of the Tender, all Routing Information in tangible or electronic form must be erased or destroyed within thirty (30) days (unless NLT submits a written request for the RL to return the Routing Information), and must not thereafter be retained in any form by the RL. The RL shall further ensure that the Routing Information in the possession of any third party must be erased or destroyed.

### **3. INTELLECTUAL PROPERTY**

- 3.1 All rights or title to the Intellectual Property subsisting in the Routing Information shall vest in and shall be the sole and exclusive property of NLT.
- 3.2 NLT hereby grants the RL a royalty-free and non-exclusive licence to use the Routing Information during the term of this Agreement for purposes which are directly related to the planning of RL's network, and to the disclosure of the high-level fibre routing of a Connection to the relevant End-User.

### **4. DISCLAIMER**

- 4.1 NLT makes no guarantee, representation or warranty as to, and shall bear no liability for, the Routing Information including, but not limited to, guarantees, representations and warranties of any kind, implied, express or statutory regarding the truth, adequacy, originality, accuracy, timeliness, completeness, reasonableness, freedom from computer virus, non-infringement, suitability, satisfactory quality or fitness for any particular purpose or any representations or warranties arising from usage, custom or trade or by operation of law and NLT expressly disclaims liability for any errors in, or omissions from, the Routing Information.
- 4.2 The Routing Information provided to the RL shall be correct as of the date of issuance, and may subsequently be subject to change due to cable diversions and other network maintenance activities carried out after the date of the desktop study. For the avoidance of doubt, NLT shall

not have any continuing obligation to provide the RL with updated Routing Information.

## **5. FEES & CHARGES**

- 5.1 The fees set out herein and in **Annex 3** shall apply for all Routing Information requested for under this Agreement.
- 5.2 The Parties hereby agree that NLT shall be entitled to review and change the fees set out in **Annex 3** no more than once during each twelve (12)-month period during the Term.
- 5.3 The fees set out in **Annex 3** (as varied from time to time in accordance with **paragraph 5.2** above) shall be valid until the occurrence of the earlier of the following events:
- (a) the expiration of the Term; and
  - (b) until such time the Authority reviews the prices of the Mandated Services offered by NLT pursuant to the terms of the Approved ICO. In the event there is any change to such prices that affects the fees set out herein and in Annex 3, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any Routing Information at the fees set out in Annex 3. The RL acknowledges that there may be a need to enter into a new agreement on revised tariffs and terms and conditions approved by the Authority at the relevant time, in which case this Agreement shall be terminated by mutual agreement without liability on the part of either Party, save for any payments which have accrued at the time of termination.

## **6. ADDITIONAL TERMS AND CONDITIONS**

- 6.1 The RL shall maintain accurate records of any Routing Information provided under this Agreement, including copies of any approval or authorisation letters issued by the relevant End-User in support of the relevant Request.
- 6.2 The rights and remedies of NLT provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 6.3 Regardless of termination or expiration of the Agreement, the rights and obligations of the Parties under the provisions of the Agreement which by their context, intent and meaning would reasonably be expected to survive the termination or expiration of the Agreement or any part thereof, will so survive including but not limited to Clauses 4 (Confidentiality), Clause 8 (Limitation of Liability), Clause 9.2 (Release, Waiver or Compromise), Clause 9.5 (Invalidity and Unenforceability), Clause 9.7 (Governing Law and Submission to Jurisdiction) and Clause 9.8 (Liability of the Trustee) of the Agreement, and paragraphs 6.1 and 6.2 of this Annex 1.

**ANNEX 2**

**REQUEST FORM FOR ROUTING INFORMATION (IN KMZ FORMAT)**

Date of Request (dd/mm/yyyy):	
Application Reference Identifier:	
<b>Section A: Particulars of Requesting Licensee</b>	
Name of Requestor/Authorised Officer from Requesting Licensee:	Designation of Requestor/Authorised Officer from Requesting Licensee:
Requesting Licensee's Company Name:	
Requestor/ Authorised Officer's E-mail Address:	Requestor/ Authorised Officer's Contact No: (Mobile) (Office)

<b>Section B: Particulars of Request</b>	
Please select the relevant type of Proposed Non-ICO Connection for which Routing Information is required:	
<input type="checkbox"/> Mobile Point to Point Connection <input type="checkbox"/> Point to Point Connection <input type="checkbox"/> Data Centre to Data Centre Connection <input type="checkbox"/> CO Diversity Connection	
A-End Address:  Postal Code ( ) *Please fill in GPS Coordinates for NBAP Site	B-End Address:  Postal Code ( ) *Please fill in GPS Coordinates for NBAP Site
Purpose of Request: <input type="checkbox"/> To participate in government tender or commercial bid <input type="checkbox"/> To plan a diverse path for RL's Existing Connection <input type="checkbox"/> To propose new Connection to potential enterprise End-User or Government Agency	
Details of Request (e.g. Enterprise Service / Government Agency / Tender Reference):	
Remarks:	

<b>Section C: Acknowledgment and Acceptance by Requestor</b>		
I am authorised by the above-named RL to submit this Request, and I hereby acknowledge that the Routing Information comprises proprietary and confidential information belonging to NetLink Management Pte. Ltd. (as trustee of NetLink Trust) ("NetLink Trust"). In submitting this request, the RL agrees that its use of the Routing Information shall be governed by the confidentiality provisions stipulated in the Interconnection Offer Agreement between the RL and NetLink Trust.		
Signed for on behalf of the applicant by its Authorised Officer:		
_____ Signature of Authorised Officer	_____ Date (dd/mm/yyyy)	_____ *Firm/Company Stamp (if applicable)

**For Official Use Only**

<b>Request Received</b>	
<input type="checkbox"/> Request is accepted	Date:
<input type="checkbox"/> Request is rejected	Date:
Reason for rejection:	
Documents verified & submitted by:	
_____ NetLink Trust Personnel / Signature	
<b>Request Completed</b>	
<input type="checkbox"/> Request Completed	Date of Completion:
Remarks:	
Verified by:	
_____ NetLink Trust Personnel / Signature	

### ANNEX 3

### CHARGES

The charges payable by the RL for Routing Information are set out below:

<b>S/N</b>	<b>Description of Charges</b>	<b>Amount</b>
1.	Preparation Fee for Routing Information in KMZ format	\$275.00 per Request
2.	Cancellation fee where RL cancels the Request <u>before</u> NLT notifies RL of the acceptance of the Request.	\$0.00
3.	Cancellation fee where RL cancels the Request <u>after</u> NLT notifies RL of the acceptance of the Request.	\$275.00 per Request