

CityNet Reference Access Offer



Contents

Part A	Acceptance Procedures	1
	Making of offer	1
	Background	1
1	Acceptance of RAO	1
1.1	Acceptance by an FBO	1
1.2	Execution of an Agreement	2
1.3	Dispute resolution by the Authority	3
1.4	Services outside the scope of the RAO	3
2	Assessment of Notification of Acceptance	3
3	Representations and warranties	4
4	Effect of variation of CityNet's RAO	5
5	Acceptance of RAO pending adoption of Individualised Agreement	6
Part B	Reference Access Offer Agreement	7
	Parties	7
	Background	7
1	Definitions, interpretation and structure	8
2	Scope of agreement	8
3	Supply of Service	9
4	Commencement, duration and review	9
4.1	Commencement and duration	9
4.2	Review	9
5	Charges	9
6	Payment	10
7	On-going information requirements	11
8	Protection and safety	12
8.1	Parties responsible for safety	12
8.2	Corrective action	12
8.3	Reporting of incidents	12
8.4	Requesting Licensee responsible for its acts and omissions	13
9	Service Level Guarantees	13
10	Suspension	13
10.1	Right to suspend	13
10.2	Limitations on right to suspend	14



10.3	Approved suspensions	15
11	Termination	15
11.1	Mutual Termination	15
11.2	Limitations on mutual termination	16
11.3	Termination pursuant to actions of the Authority	17
11.4	Consequences of termination	17
11.5	Preservation of rights	18
12	Force majeure	18
12.1	Suspension of obligations for force majeure	18
12.2	Cessation of force majeure and termination for continued force majeure	19
13	Limitation of liability	20
13.1	General	20
13.2	Monetary limitations to liability	20
13.3	Exclusions of liability	21
13.4	Exclusive remedies	21
13.5	Construction of liability provisions	22
14	Intellectual property rights	22
14.1	Intellectual property rights generally	22
14.2	Intellectual property rights indemnity	22
15	Insurance	23
16	Credit management and security requirements	23
16.1	Security requirements	23
16.2	Use of Security Requirement to pay Charges	24
16.3	Discharge of Security Requirement	24
17	Confidentiality	25
17.1	Obligation to maintain confidentiality	25
17.2	Disclosure of Confidential Information	26
17.3	Accuracy of Confidential Information	28
17.4	Monetary damages an inadequate remedy	28
17.5	Consequences of termination	28
18	General	28
18.1	Assignment, novation and other dealings	28
18.2	Costs, expenses and duties	29
18.3	Counterparts	29
18.4	Cumulative rights	29
18.5	Entire agreement	29



18.6	Good faith and Non-Exclusivity	29
18.7	Governing law	29
18.8	Notices	29
18.9	Relationship of the parties	31
18.10	Dispute resolution	32
18.11	Severability	32
18.12	Subcontractors	32
18.13	Variation	32
18.14	Waiver	33
Attachment A	Notification of Acceptance – CityNet Reference Access Offer	34
Schedule 1	Dictionary	36
Schedule 2	Licensing of Building Lead-In Ducts and Lead-In Manholes	43
Annex 1	Service Level Guarantees	68
Annex 2	SOP on prevention of damage to Building Lead-In Ducts and Lead-In Manholes	69
Annex 3	Physical access procedure for Lead-In Manhole	74
Annex 4	Standard operating procedures for working in Lead-In Manholes and cable pulling	83
Attachment A	Order for Building Lead-In Duct Space and Lead-In Manholes	85
Attachment B	Request for physical access to Building Lead-In Duct and/or Lead-In Manhole	86
Attachment C	Request for emergency physical access to Building Lead-In Duct and/or Lead-In Manhole	87
Attachment D	Letter of Authorisation for physical access to Building Lead-In Duct and/or Lead-In Manhole	88
Attachment E	Master list for physical access to Building Lead-In Duct and/or Lead-In Manhole	87
Attachment F	Work method statement guidelines	88
Schedule 3	Licensing of Access to Mandated Services	89
Annex 1	List Of Mandated Licensees	103
Annex 2	List Of Mandated Services	104
Annex 3	CityNet Central Offices Within Which Mandated Licensees Provide Mandated Services	105
Annex 4	Service Level Guarantees	106
Attachment A	Request for Access to Mandated Services	108
Attachment B	Standard Operating Procedures	107
Attachment C	Physical Access Procedures	113
Attachment D	Master List For Physical Access to Central Office (CO)	121



Attachment E	Request For Physical Access to Central Office (CO)	122
Attachment F	Letter of Authorisation For Physical Access to Central Office (CO)	124
Attachment G	Request For Access to Common Areas	125
Schedule 4	Billing and Charges	126
Annex 1	Charges for Building Lead-in Ducts, Lead-in Manholes and Access to Mandated Services	132
Schedule 5	Dispute Resolution	135
Execution page		140





Part A Acceptance Procedures

Making of offer

This Reference Access Offer is made:

- 1 by **CityNet Infrastructure Management Pte Ltd.** (company registration number : 201117019K), a company incorporated in the Republic of Singapore with its registered office at 1 Serangoon North Avenue 5, #04-02, Singapore 554915, acting in its capacity as trustee-manager of NetLink Trust (**CityNet**);
- 2 on **[date]**; 26 Sep 2012
- 3 pursuant to Subsection 6.3.1 of the Code of Practice for Competition in the Provision of Telecommunication Services.

Background

- A The Info-communications Development Authority of Singapore (the **Authority**) has published a Code of Practice for Competition in the Provision of Telecommunication Services in the Republic of Singapore (the **Code**).
- B Subsection 6.3.1 of the Code requires Dominant Licensees to submit a proposed Reference Access Offer (**RAO**) to the Authority for approval. This RAO is made pursuant to that subsection of the Code and accepted by the Authority on 26 September 2011, with further amendments approved by IDA on 17 April 2012 and 10 May 2012.
- C This RAO is in two parts – the first outlines the procedures necessary to accept the RAO and enter into a RAO Agreement with CityNet; the second includes the minimum terms and conditions on which CityNet will enter into such an agreement with telecommunications Licensees, the detailed terms and conditions being contained in the relevant schedules.

1 Acceptance of RAO

1.1 Acceptance by an FBO

- (a) If a Facilities Based Operator (**FBO**) wishes to acquire the Services offered in this RAO from CityNet, that FBO must submit a written acceptance (**Notification of Acceptance**) to CityNet (and the Authority) in the form provided at Attachment A – Notification of Acceptance.
 - i Before submitting a Notification of Acceptance of RAO under clause 1.1, a Facilities Based Operator (FBO) may request a clarification regarding the RAO by submitting a request to CityNet at thomas.tsang@citynetlink.com.sg



- ii CityNet shall provide its response within three (3) Business Days from the date of receipt of the request for clarification under clause 1.1(a)(i).
- (b) An FBO which submits such a Notification of Acceptance will be known as the **Requesting Licensee**.
- (c) The Requesting Licensee, by submitting the Notification of Acceptance, will become bound by the provisions of this Part A of this RAO, including the representations and warranties contained in clause 3.
- (d) The Requesting Licensee must submit the Notification of Acceptance in writing to:

CityNet Infrastructure Management Pte Ltd

1 Serangoon North Avenue 5, #04-02, Singapore 554915

Fax: (65) 6887 9334

Attn: General Manager
- (e) For enquiries in relation to the status of CityNet's assessment of the Notification of Acceptance, the Requesting Licensee may contact CityNet at:

Telephone: (65) 6887 9333

Email: thomas.tsang@citynetlink.com.sg
- (f) The Requesting Licensee's Notification of Acceptance must contain:
 - i the Services which it wishes to receive;
 - ii the type of telecommunications services licensed for provision by the Requesting Licensee;
 - iii a designated contact person;
 - iv if the Requesting Licensee is requesting a service under this RAO for the first time and the paid up capital of the Requesting Licensee is less than S\$1,000,000, either a banker's guarantee or security deposit (at the Requesting Licensee's option) for the amount of S\$20,000; and
 - v such other information as specified in Attachment A – Notification of Acceptance.



1.2 Execution of an Agreement

- (a) An agreement entered into on the same terms and conditions as those in Part B of this RAO will be referred to as a **RAO Agreement**.
- (b) Subject to clause 2, following the Requesting Licensee's execution of the RAO Agreement, the parties will use reasonable endeavours to:
 - i commence discussions in relation to the implementation of the accepted prices, terms and conditions of the RAO Agreement within seven (7) calendar days of the receipt of the Notification of Acceptance; and
 - ii complete such discussions within thirty (30) calendar days of the receipt of the Notification of Acceptance.
- (c) The obligations in clause 1.2(b) do not apply if CityNet is not obliged to enter into a RAO Agreement with the Requesting Licensee for any reason set out in clause 2.

1.3 Dispute resolution by the Authority

In addition to the dispute resolution procedures provided for in Schedule 5 of the RAO Agreement, both the Requesting Licensee and CityNet may jointly request the Authority to provide assistance in resolving disputes regarding the acceptance of a RAO Agreement.

1.4 Services outside the scope of the RAO

If the Requesting Licensee requests services outside the scope of the RAO, the terms and conditions of the provision of such services will remain outside the scope of this RAO.

2 Assessment of Notification of Acceptance

- (a) CityNet may find a Notification of Acceptance to be non-conforming if:
 - i the Requesting Licensee is not an FBO;
 - ii the services requested are not Services offered by CityNet's then-current RAO;
 - iii the services requested are outside the scope of the services that CityNet is required to supply to the Requesting Licensee;
 - iv the Requesting Licensee has not provided a notification in the form set out in Attachment A - Notification of Acceptance, or has not included all required details in such form;
 - v CityNet is already supplying the requested Services which are the subject of the Notification of Acceptance to the Requesting



Licensee pursuant to an existing agreement and the Requesting Licensee has not notified CityNet of its intention to terminate the provision of the Services under that existing agreement; or

- vi CityNet is or has been granted an exemption by the Authority from the supply of the requested Services to the Requesting Licensee or generally.
- (b) CityNet may apply to the Authority for an exemption from providing Services to the Requesting Licensee at any time.
- (c) Subject to CityNet obtaining the Authority's prior written approval, the operation of this RAO in respect of the Requesting Licensee's Notification of Acceptance will be suspended for such time as an exemption request in clause 2(b) is being processed or in operation.
- (d) If CityNet finds a Notification of Acceptance to be non-conforming under this clause 2(a) it will:
 - i notify the Requesting Licensee in writing within ten (10) calendar days of receipt of the Notification of Acceptance;
 - ii provide reasons for rejection to the Requesting Licensee with the notice; and
 - iii not be required to enter into a RAO Agreement pursuant to the Notification of Acceptance.
- (e) If CityNet notifies the Requesting Licensee that the Notification of Acceptance is conforming, the Requesting Licensee must execute the RAO Agreement as soon as reasonably practicable if it has not already done so.

3 Representations and warranties

- (a) By submitting a Notification of Acceptance, the Requesting Licensee represents and warrants that:
 - i it has power to enter into and observe its obligations under the RAO Agreement;
 - ii it has all authorisations and permissions necessary to enter into the RAO Agreement, and observe obligations under it, and that all such authorisations and permissions are in full force and effect such that the RAO Agreement may be enforced;
 - iii the obligations which it has accepted by entering into the RAO Agreement are valid and binding and are enforceable against it in accordance with the terms of the RAO Agreement;



- iv all information provided to CityNet in the Requesting Licensee's Notification of Acceptance is complete, true and correct, and not misleading;
 - v except where clause 3(c) applies, it is not a trustee of any trust or settlement; and
 - vi it is the holder of an FBO licence.
- (b) CityNet represents and warrants that:
- i it has power to enter into and observe its obligations under the RAO Agreement;
 - ii it has all authorisations and permissions necessary to enter into the RAO Agreement, and observe obligations under it, and that all such authorisations and permissions are in full force and effect such that the RAO Agreement may be enforced; and
 - iii the obligations which it has accepted by entering into the RAO Agreement are valid and binding and are enforceable against it in accordance with the terms of the RAO Agreement.
- (c) Where the Requesting Licensee is a trustee of a trust or settlement, it is a condition precedent to the RAO Agreement coming into force and effect that the Requesting Licensee, the directors of the Requesting Licensee and the beneficiaries of the relevant trust have entered into a deed of covenant and indemnity in a form satisfactory to CityNet to assure CityNet that the Requesting Licensee has:
- i the power and authority to enter into the RAO Agreement; and
 - ii an appropriate right of indemnity out of trust assets in respect of its liability under the RAO Agreement.
- (d) Each Party indemnifies the other Party on demand for any liability, loss, damage, cost or expense (including legal fees on a full indemnity basis) incurred or suffered by the other Party which arises out of or in connection with any breach of any of the representations given in this clause 3.

4 Effect of variation of CityNet's RAO

- (a) CityNet may amend or withdraw its RAO from time to time with the consent of the Authority.
- (b) Any amendments made by CityNet to this RAO will automatically form part of each RAO Agreement entered into on the terms of this RAO.



5 Acceptance of RAO pending adoption of Individualised Agreement

A Requesting Licensee that has notified CityNet it wishes to negotiate an Individualised Agreement may obtain Services on the prices, terms and conditions specified in this RAO on an interim basis pending the negotiation and agreement of the Individualised Agreement, either as a result of voluntary agreement or the dispute resolution procedure specified in the Code.



Part B Reference Access Offer Agreement

Parties

This Reference Access Offer is made:

- 1 **CityNet Infrastructure Management Pte Ltd.** (company registration number 201117019K), a company incorporated in the Republic of Singapore with its registered office at 1 Serangoon North Avenue 5, #04-02, Singapore 554915, acting in its capacity as trustee-manager of NetLink Trust (**CityNet**); and
 - 2 **[Requesting Licensee's Details]**, BlueTel Networks Pte Ltd (200310391R), a company incorporated in the Republic of Singapore with its registered office at 9 Tai Seng Dr #02-02J Geo-tele Centre Lobby B, Singapore 535227.
- (the Parties).

Background

- A The Authority granted to CityNet the CityNet Licence on 22 September 2011 to establish, install and maintain a telecommunication system upon the terms, and subject to the conditions, of the CityNet Licence.
- B The Requesting Licensee has been granted a licence as a Facilities Based Operator (**FBO**).
- C CityNet is under obligations pursuant to the Code of Practice for Competition in the Provision of Telecommunication Services in the Republic of Singapore (**Code**) published by the Info-communications Development Authority of Singapore (the **Authority**) to permit, amongst other things, access to its Building Lead-In Ducts and Building Lead-in Manholes.
- D Pursuant to the Code, this RAO Agreement sets out the terms and conditions upon which CityNet will supply Services set out in this RAO Agreement and accepted by the Requesting Licensee.
- E CityNet agrees to supply and the Requesting Licensee agrees to acquire the Services in respect of which the Requesting Licensee has submitted to CityNet a conforming Notification of Acceptance and on the terms and conditions set out in this RAO Agreement.
- F The Parties acknowledge that a third party may not rely on this RAO Agreement to obtain similar benefits from either Party. Third parties may, however, enter into a separate agreement on the terms and conditions of an existing agreement in accordance with sub-section 6.2.2 of the Code.



The Parties agree as follows:

1 Definitions, interpretation and structure

- (a) In this RAO Agreement, except where otherwise specified, words and expressions have the meanings set out in Schedule 1, and this RAO Agreement is to be construed in accordance with that Schedule.
- (b) The following documents form part of this RAO Agreement:
 - i The main body of this RAO Agreement (including attachments);
 - ii Schedule 1 Dictionary;
 - iii Schedule 2 Licensing of Building Lead-in Ducts and Lead-in Manholes;
 - iv Schedule 3 Licensing of Access to Mandated Services;
 - v Schedule 4 Billing and Charges; and
 - vi Schedule 5 Dispute Resolution.
- (c) In the event of an inconsistency between the main body of this RAO Agreement, the Schedules, Annex and Attachments, the order of precedence (unless expressly stated to the contrary) is as follows:
 - i the main body of this RAO Agreement;
 - ii Schedule 4;
 - iii the other Schedules;
 - iv the Annexes; and
 - v the Attachments.
- (d) If the Parties mutually agree to vary this RAO Agreement the variation must be approved by the Authority. If the variation is so approved, the agreement is no longer a RAO Agreement, but an Individualised Agreement under the Code.
- (e) Part A (Acceptance Procedures) forms part of this RAO Agreement.

2 Scope of agreement

The following Services are covered by this RAO Agreement and terms and conditions of supply as set out in the relevant Schedules for the Licensing of Building Lead-in Ducts and Lead-in Manholes, and Licensing of Access to Mandated Services in accordance with Schedule 2 and Schedule 3 respectively.



3 Supply of Service

CityNet agrees to supply those Services listed in clause 2 to the Requesting Licensee on the prices, terms and conditions set out in this RAO Agreement to the extent:

- (a) the Requesting Licensee requests the Service in a Notification of Acceptance under Part A of this RAO; and
- (b) CityNet confirms to the Requesting Licensee that the Notification of Acceptance is conforming under Part A of this RAO.

4 Commencement, duration and review

4.1 Commencement and duration

- (a) CityNet will submit this RAO Agreement to the Authority within three (3) Business Days of it being executed by both Parties.
- (b) This RAO Agreement will commence on the Effective Date and, without prejudice to clause 12, continues in force until the earlier of:
 - i the expiry or termination of the CityNet Licence where CityNet is not simultaneously granted another licence of that type;
 - ii the expiry or termination of the Requesting Licensee's Licence where the Requesting Licensee is not simultaneously granted another licence of that type;
 - iii the termination of this RAO Agreement by a Party in accordance with clause 11 or any other right at law; or
 - iv a period of three (3) years from 26 September 2011.

4.2 Review

If the Authority reviews and amends the Code at any time, CityNet may review the RAO and this RAO Agreement and seek the Authority's approval to such amendments as it considers necessary or desirable in accordance with clause 18.13(b).

5 Charges

- (a) Subject to clause 5(b), the Requesting Licensee must pay to CityNet the Charges specified in Schedule 4 for Services supplied by CityNet to the Requesting Licensee from time to time.
- (b) If CityNet wishes to amend existing Charges or impose new charges under Schedule 4 at any time, CityNet shall seek the Authority's approval to amend the existing Charges or impose new charges under Schedule 4.



- (c) If CityNet incurs additional costs in relation to the provision of Services to the Requesting Licensee which cannot otherwise be recovered by CityNet as a Charge under Schedule 4, CityNet may recover these costs from the Requesting Licensee in accordance with the procedures set out in the relevant Schedule.
- (d) The Charges contained in Schedule 4 apply for a period of three (3) years from 26 September 2011, subject to review and adjustment by the Authority, except where otherwise specified in this RAO Agreement.
- (e) If there is a difference between a Charge for a Service specified in Schedule 4 and a Charge determined by the Authority, the Charge determined by the Authority prevails.
- (f) The Charges for a Service will vary as a result of an approval, order, direction, determination or requirement of the Authority.
- (g) Following an order, direction, determination or consent by the Authority in relation to a Charge (or the means of calculating that Charge or a variation of that Charge), CityNet will make any necessary amendments to Schedule 4 so that it accords with such order, direction, determination or consent and will inform the Requesting Licensee of the changes.

6 Payment

- (a) All Charges in this RAO Agreement are exclusive of GST unless the contrary is expressly stated. GST must be added to the payment of all or any part of the Charges under this RAO Agreement to which GST applies under the GST Act.
- (b) The Parties will bear and pay all taxes as required by Singapore law that result from the implementation of this RAO Agreement or the acquisition of Services under this RAO Agreement.
- (c) If the Requesting Licensee is required under Singapore law or the law of any jurisdiction outside Singapore to deduct or withhold any sum as taxes imposed on or in respect of any amount due or payable to CityNet, the Requesting Licensee will make such deduction or withholding as required and the amount payable to CityNet will be increased by any such amount necessary to ensure that CityNet receives a net amount equal to the amount which CityNet would have received in the absence of any such deduction or withholding.
- (d) Invoices are due and payable in Singapore Dollars.
- (e) All payments must be:
 - i paid in the manner required in Schedule 4;



- ii subject to billing dispute resolution under Schedule 4, paid without counterclaim and free and clear of any withholding or deduction; and
 - iii accompanied by such information as is reasonably required by the Party receiving the payment to properly allocate payments received.
- (f) The Parties will comply with Schedule 4 in relation to all aspects of the billing, settlement and dispute of payments under this RAO Agreement.

7 On-going information requirements

- (a) The obligations of each Party to provide information to the other Party are as set out in this clause 7, or as otherwise agreed in writing between the Parties, and are subject to the requirements of confidentiality imposed by clause 17.
- (b) Each Party must provide the other Party on a timely basis with all agreed information reasonably required to determine Charges to be billed by one Party to the other Party.
- (c) Each Party will also provide to the other Party:
 - i the information expressly required by this RAO Agreement; and
 - ii such other information relevant to Services provided under this RAO Agreement as the other Party may from time to time reasonably require.
- (d) Nothing in this RAO Agreement requires either Party to provide any information that is proprietary, confidential or commercially sensitive. If information of a confidential nature is disclosed, such information and its use and disclosure are subject to the terms and conditions of clause 17 of this RAO Agreement.
- (e) Subject to clause 13, each Party indemnifies the other Party and will keep it indemnified, against Claims and Losses arising as a consequence of any failure by that Party to comply with any reasonable condition relating to the use of any information disclosed by the other Party where the other Party stipulated that condition at the time of disclosure.
- (f) Nothing in this RAO Agreement obliges either Party to do anything which would cause it to be in breach of any statutory, regulatory or contractual obligation of confidentiality or any code of practice on the confidentiality of information issued by the Authority or pursuant to their respective Licences.



8 Protection and safety

8.1 Parties responsible for safety

- (a) Each Party is responsible for the safe operation of its Network and any of its equipment, plant, facilities, property and personnel.
- (b) Each Party must, so far as is reasonably practicable, take all necessary steps to ensure that its Network, its equipment, plant, facilities, property and personnel, its use of Services and the implementation of this RAO Agreement:
 - i do not endanger the safety or health of any person, including the employees and contractors of either Party; and
 - ii do not adversely affect the security, safety or accessibility of either Party's property, infrastructure, equipment, plant or facilities.
- (c) Neither Party may:
 - i use, or permit the use of, any Service; or
 - ii install, connect, link or use (or permit the installation, connection, linking or use of) any telecommunications equipment,in contravention of any law.
- (d) Each Party will ensure that its Network and operating procedures comply in all respects with this RAO Agreement.

8.2 Corrective action

- (a) If either Party considers that the other Party is acting, or is likely to, act in contravention of clause 8.1(c), the first-mentioned Party may seek the Authority's approval to take necessary corrective action, unless an imminent threat to life or property arises (or is likely to arise) by such action, in which case the first-mentioned Party may take immediate necessary corrective action.
- (b) On receipt of the Authority's approval under clause 8.2(a) (except as otherwise provided in clause 8.1(d)), the first-mentioned Party may take the necessary corrective action.

8.3 Reporting of incidents

- (a) The Requesting Licensee must immediately report any incident, injury or harm, fatal or otherwise, that occurs at any site related to this RAO Agreement to CityNet and the relevant authority.



- (b) In case of any fatal or serious accident, the Requesting Licensee must ensure the accident site is left undisturbed to facilitate the relevant authority to investigate the circumstances leading to the accident.
- (c) The Requesting Licensee must immediately report to the Ministry of Manpower, the police and the insurance company of any fatal accident having occurred at any site related to this RAO Agreement.

8.4 Requesting Licensee responsible for its acts and omissions

- (a) The Requesting Licensee is liable for, indemnifies and must keep indemnified CityNet against all Losses and Claims related to any:
 - i injuries or death to any person whomsoever; or
 - ii loss or damage to any property whatsoever,which arise out of or as a consequence of any act or omission of the Requesting Licensee's employees and contractors in relation to CityNet's Building Lead-in Duct or Lead-in Manhole.
- (b) The Requesting Licensee certifies that all work to be performed by the Requesting Licensee is performed by appropriately qualified, skilled and trained personnel.

9 Service Level Guarantees

- (a) CityNet will provide the Services to the Requesting Licensee in accordance with applicable Service Level Guarantees (if any) set out in the relevant Schedule.
- (b) Each Party will comply with the fault identification and reporting guidelines set out in this RAO Agreement and issued by the Authority from time to time.

10 Suspension

10.1 Right to suspend

Subject to clause 10.2(a), either Party (the **Suspending Party**) may suspend this RAO Agreement or any part of it by providing notice to the other Party if:

- (a) the other Party's Network adversely affects the normal operation of the Suspending Party's Network or is a threat to any person's safety;
- (b) the other Party's Network or the supply of a Service to the other Party under this RAO Agreement may pose an imminent threat to life or the property of the Suspending Party;



- (c) the other Party's Network causes or is likely to cause physical or technical harm to any telecommunications network, system or services;
- (d) the other Party has committed a service affecting material breach of this RAO Agreement, the Suspending Party has given seven (7) calendar days' notice of such breach and the other party has failed to rectify such breach within that time;
- (e) the other Party has committed a non-service affecting material breach of this RAO Agreement (including but not limited to failure to pay any sum, whether in respect of any one or more Services, for which the other Party has been Invoiced), the Suspending Party has given fourteen (14) calendar days' notice of such breach and the other Party has failed to rectify such breach within that time;
- (f) in the Suspending Party's reasonable opinion, the other Party attempted to use, is likely to use, or has used any Service supplied under this RAO Agreement (whether with or without the authorisation and/or permission of the Suspending Party) in contravention of law and the Suspending Party has the necessary confirmation from the relevant Government Agencies that the other Party is in contravention of law;
- (g) compliance with legal or regulatory obligations requires immediate action;
- (h) continued operation of this RAO Agreement would be unlawful or would pose an imminent threat to life or property;
- (i) any material information provided or representation made by either Party to the other Party is untrue, false, misleading or inaccurate and has an adverse material impact on the other Party in relation to its provision of Services under this RAO Agreement; or
- (j) the other Party is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, or a petition for winding up or bankruptcy has been filed, a resolution for voluntary winding up has been passed, a receiver and manager or judicial manager has been appointed over the whole or substantial part of its assets or property, or the other Party ceases to carry on business, or any action is taken by any creditor of the other Party to recover, realise or enforce any security over any assets of the other Party or to enforce any judgment against the other Party.

10.2 Limitations on right to suspend

- (a) A Suspending Party will only suspend this RAO Agreement or any Schedule or any licence granted under a Schedule (where the relevant Schedule provides that this clause 10.2(a) applies to that licence) to the extent necessary to address the relevant event.



- (b) Prior to suspending this RAO Agreement or any Schedule or any licence granted under a Schedule (where the relevant Schedule provides that clause 10.2(a) applies to that licence), the Suspending Party will notify the Authority and request the Authority's written approval of such suspension.
- (c) Suspension rights will not be exercised without the Authority's approval unless imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Suspending Party may immediately suspend the operation of this RAO Agreement or Schedule or licence.

10.3 Approved suspensions

- (a) If the Authority issues an order granting in whole or in part the request under clause 10.2, the Suspending Party may immediately suspend this RAO Agreement, any part of this RAO Agreement or any licence granted under it for such period of time as the Authority approves (or indefinitely if the Authority does not specify a period of time) by giving written notice to the other Party.
- (b) Where any Service has been suspended (whether or not at the request of the Party acquiring the Service), the acquiring Party must continue to pay Charges in respect of that Service for the period of suspension and, in the event the Service is reconnected or reinstated, all reconnection or reinstatement Charges set out under any relevant Schedule.
- (c) If this RAO Agreement, any part of this RAO Agreement or licence granted under it, is suspended under this clause 10.3(a) for more than sixty (60) calendar days, the Suspending Party may, subject to clause 11.2(a), terminate this RAO Agreement, Schedule or licence (as the case may be) with immediate effect by giving the other Party written notice.

11 Termination

11.1 Mutual Termination

Subject to clause 11.2, either Party (**Terminating Party**) may terminate this entire RAO Agreement, or any Schedule of this RAO Agreement by providing notice to the other Party if:

- (a) the Requesting Licensee ceases to be an FBO;
- (b) the other Party has committed a service affecting material breach of this RAO Agreement, the Terminating Party has given seven (7) calendar days' notice of such breach and the other party has failed to rectify such breach within that time;



- (c) the other Party has committed a non-service affecting material breach of this RAO Agreement (including but not limited to failure to pay any sum, whether in respect of any one or more Service, for which the other Party has been Invoiced), the Terminating Party has given fourteen (14) calendar days' notice of such breach (which period may operate concurrently with any billing dispute notice under Schedule 4) and the other Party has failed to rectify such breach within that time;
- (d) the other Party is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, or a petition for winding up or bankruptcy has been filed, a resolution for voluntary winding up has been passed, a receiver and manager or judicial manager has been appointed over the whole or substantial part of its assets or property, the other Party ceases to carry on business, or any action is taken by any creditor of the other Party to recover, realise or enforce any security over any assets of the other Party or to enforce any judgment against the other Party;
- (e) continued operation of this RAO Agreement would be unlawful or would pose an imminent threat to life or property;
- (f) in the Terminating Party's reasonable opinion, the other Party attempted to use, is likely to use, or has used any Service (whether with or without the authorisation and/or permission of the Terminating Party) in contravention of any law and the Terminating Party has the necessary confirmation from the relevant Governmental Agencies that the other Party is in contravention of law; or
- (g) any material information provided or representation made by the other Party to the Terminating Party is untrue, misleading or inaccurate and has an adverse material impact on the Terminating Party in relation to its provision or receipt of Services under this RAO Agreement.

11.2 Limitations on mutual termination

- (a) Prior to terminating this RAO Agreement or any Schedule or any licence granted under a Schedule in full or to the extent necessary, the Terminating Party will notify the Authority that it proposes to terminate this RAO Agreement or one or more Schedules or licences, and request the Authority's written approval of such termination.
- (b) A Party may not exercise termination rights without the Authority's approval, unless imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Terminating Party may immediately terminate the operation of this RAO Agreement or one or more Schedules or licences.



- (c) If the Authority issues an order granting in whole or in part the request under clause 11.2(b), the Terminating Party may immediately terminate this RAO Agreement, the Schedule(s) or licence(s) or those parts of this RAO Agreement or Schedules or licence(s) covered by the Authority's order by giving written notice to the other Party provided such notice complies with the conditions of any order of the Authority in relation to the termination of this RAO Agreement.

11.3 Termination pursuant to actions of the Authority

- (a) If the RAO is revoked or is to be revoked by the Authority, this RAO Agreement will automatically and immediately terminate on and from the date of revocation notified by the Authority.
- (b) If the Authority removes a Service supplied under this RAO Agreement from being required to be supplied under an RAO or exempts CityNet from supplying a Service, CityNet may immediately terminate the supply of such Service and those aspects of this RAO Agreement which relate to such Service, by giving written notice to the Requesting Licensee with effect on or after the effective date of such removal or exemption as notified by the Authority.

11.4 Consequences of termination

- (a) In the event that this RAO Agreement or one or more Schedule(s) or licence(s) under this RAO Agreement is terminated:
 - i all sums due, or accrued or payable to each Party in relation to this RAO Agreement or terminated part of this RAO Agreement, up to (and including) the date of termination, becomes immediately due and payable (including any termination Charges due and any costs incurred by the Terminating Party in terminating this RAO Agreement or part of it);
 - ii Each Party shall immediately remove all of that Party's equipment, facilities, plant and other property located on the other Party's premises used under this RAO Agreement or in relation to that terminated Schedule;
 - iii Each Party shall immediately return to the other Party at its own expense all equipment, facilities, plant and other property of the other Party used under this RAO Agreement or in relation to that terminated Schedule in good working condition, fair wear and tear only excepted; and
 - iv A Party shall be entitled to charge the other Party the cost incurred in repossessing or acquiring a replacement of any equipment, facilities, plant and other property which the other Party has failed to return under clause (iii) above within thirty (30)



calendar days of the date of termination and/or of acquiring a replacement of any equipment which is returned in a damaged or defective condition.

- (b) If the Requesting Licensee does not comply with its obligations under clause 11.4(a)ii within thirty (30) calendar days after the date of termination, CityNet may remove the Requesting Licensee's Underground Equipment, facilities, plant and other property and recover all costs incurred from the Requesting Licensee.
- (c) On termination of this RAO Agreement or Schedule, all Services, leases, licences and other rights conferred on CityNet or the Requesting Licensee under this RAO Agreement or Schedule (as the case may be) immediately terminate.
- (d) On termination of this RAO Agreement, each Party must, at its own expense, deliver to the other Party, or after notice from that other Party, destroy or erase all documents or other forms of storage which comprise or contain the other Party's Confidential Information or from which the other Party's Confidential Information can be reproduced.
- (e) Termination or expiry of this RAO Agreement or any Schedule, Service or licence:
 - i is not a breach of any provision of this RAO Agreement or any Schedule, Service or licence; and
 - ii does not affect either Party's rights, liabilities or obligations that have accrued prior to such termination or expiry.
- (f) Notwithstanding the termination or expiry of this RAO Agreement, clauses 6, 8, 13, 14, 15, 17, 18.4 and 18.7 inclusive shall continue in full force and effect.

11.5 Preservation of rights

A Party's right to suspend or terminate performance of this RAO Agreement or Schedule or licence under the terms of this Agreement is without prejudice to any other rights or remedies available to that Party.

12 Force majeure

12.1 Suspension of obligations for force majeure

- (a) Neither Party is liable for any breach of this RAO Agreement (other than a breach by non-payment) caused by an act of God, insurrection or civil disorder, war or military operations, national emergency, acts or omissions of government, highway authority, fire, flood, lightning,



explosion, subsidence, industrial dispute of any kind (whether or not involving that Party's employees), acts or omissions of persons or bodies for whom that Party affected thereby is not responsible or any other cause whether similar or dissimilar outside the reasonable control of that Party (**force majeure**).

- (b) The Party affected by force majeure must promptly notify the other Party of the estimated extent and duration of any inability to perform its obligations under this RAO Agreement (**force majeure notification**).
- (c) If, as a result of force majeure, the performance by either Party of its obligations under this RAO Agreement is only partially affected, subject to the provisions of clause 12.2, such Party remains liable for the performance of those obligations not affected by force majeure.
- (d) To the extent that the Party affected by force majeure cannot provide all or part of the Services to be provided by it under this RAO Agreement, the other Party is released to such extent from its obligations to make payment in respect of those Services.

12.2 Cessation of force majeure and termination for continued force majeure

- (a) Upon the cessation of the delay or failure resulting from force majeure, the Party affected by force majeure must promptly notify the other Party of such cessation.
- (b) In the case of either Party making a force majeure notification:
 - i if the force majeure lasts for a continuous period of sixty (60) calendar days or less from the date of the force majeure notification (whether or not notice of cessation has been given pursuant to clause 12.2(a) of this RAO Agreement), any Party affected by the force majeure must perform any affected obligation as soon as reasonably practicable after the force majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party; and
 - ii if the force majeure lasts for more than a continuous period of sixty (60) calendar days from the date of the force majeure notification, notice of cessation has not been given pursuant to clause 12.2(a) and such force majeure continues to prevent the affected Party from performing its obligations in whole or in material part, the other Party is entitled (but not be obliged) to terminate this RAO Agreement by giving not less than thirty (30) calendar days' written notice to the other Party after expiry of the said sixty (60) calendar day period.
- (c) In the event that a notice of cessation of the force majeure pursuant to clause 12.2(a) is received by the other Party prior to the expiry of the



thirty (30) calendar days' notice under clause 12.2(b)ii, this RAO Agreement will not be terminated under that clause 12.2(b)ii and the other Party's notice of termination has no effect.

- (d) If this RAO Agreement is not terminated in accordance with the provisions of clause 12.2(b)ii, the Party affected by the force majeure will fulfil any outstanding obligations as soon as reasonably practicable after the force majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

13 Limitation of liability

13.1 General

- (a) In performing any of its obligations under this RAO Agreement (without limiting any expressly stated obligation elsewhere in this RAO Agreement) CityNet will exercise the reasonable care and skill of a competent telecommunications operator.
- (b) Except as otherwise provided under this RAO Agreement, this clause 13 regulates the liability of each Party to the other Party:
 - i under or in relation to this RAO Agreement;
 - ii in relation to any act, omission or event relating to or arising out of this RAO Agreement;
 - iii whether arising in contract, in tort, under statute or in any other way; and
 - iv whether due to negligence, wilful or deliberate breach, breach of statutory duty or any other cause.

13.2 Monetary limitations to liability

Subject to clause 13.3(b), each Party's liability to the other Party in contract, tort (including, without limitation, negligence), under statute or otherwise under or in connection with this RAO Agreement is limited to:

- (a) S\$1,000,000 in respect of any one cause of action or series of related causes of action; and
- (b) S\$3,000,000 in respect of all causes of action which arise in any period of twelve (12) calendar months.



13.3 Exclusions of liability

- (a) Neither Party is liable to the other Party (whether in contract, in tort, under statute, under any indemnity, or otherwise unless caused by wilful or deliberate breach, acts or omissions) for:
- i any loss of profits, revenue, goodwill, business, production, reputation, data, anticipated savings, management time, opportunity, entitlement to special damages or credit rating; or
 - ii any other Consequential Loss or indirect Loss,
- suffered by the other Party and arising from or in connection with this RAO Agreement.
- (b) Neither Party excludes or restricts its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents while acting in the course of their employment or agency.
- (c) CityNet is not liable to the Requesting Licensee to the extent:
- i that liability is incurred in connection with a Claim brought or made by a third party to whom the Requesting Licensee provides a Telecommunication Service under a contract; and
 - ii that liability could legally have been excluded or reduced in that contract by the Requesting Licensee.
- (d) Where the Requesting Licensee has not excluded or limited liability as described in clause 13.3(c), it indemnifies and must keep indemnified CityNet against any Claim or Loss arising from or in connection with any Claim by a third party relating to CityNet supplying a Service to the Requesting Licensee or its use by the Requesting Licensee or any person, or any delay or failure of CityNet to provide a Service other than to the extent that such a Claim or Loss is the result of a grossly negligent, wilful or reckless breach of this RAO Agreement by CityNet.

13.4 Exclusive remedies

To the extent that a Schedule contains a remedy in relation to the performance by a Party (**Liable Party**) of an obligation under that Schedule, that remedy is the sole and exclusive liability of the Liable Party, its Related Corporations, directors, employees, agents and contractors to the other Party in connection with the performance of that obligation and is the sole remedy of the other Party against the Liable Party, its Related Corporations, directors, employees, agents and contractors in connection with the performance of that obligation.



13.5 Construction of liability provisions

Each provision of this clause 13 is to be construed as a separate provision applying and surviving even if for any reason one or more of the other of the provisions is held inapplicable or unreasonable in any circumstances.

14 Intellectual property rights

14.1 Intellectual property rights generally

- (a) Except as expressly provided otherwise in this RAO Agreement, all trade marks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights (**intellectual property**) remain in the ownership of the person creating or owning the same.
- (b) Nothing in this RAO Agreement confers or may be deemed to confer on either Party any rights or licences in the intellectual property of the other Party or of any third party.
- (c) Neither Party is entitled to use any trade marks or service marks (whether registered or not) of the other Party in any medium without the prior consent in writing of that other Party.
- (d) The Parties will negotiate arrangements (including in respect of title) concerning intellectual property jointly developed in the course of performing this RAO Agreement or otherwise in connection with this RAO Agreement.

14.2 Intellectual property rights indemnity

- (a) Where one Party (referred to in this clause as the **indemnifying Party**), discloses or licenses the other Party to use any intellectual property under this RAO Agreement, the indemnifying Party indemnifies and will keep indemnified the other Party against:
 - i all liability or loss arising directly or indirectly from; and
 - ii all reasonable costs, charges and expenses incurred in connection with,any Claim alleging infringement by that other Party of the rights of a third party arising from the other Party's use of such intellectual property.
- (b) The indemnification in clause 14.2(a) is the only remedy and form of compensation available to the other Party in relation to intellectual property licensed or disclosed by the indemnifying Party under this RAO Agreement.



- (c) The indemnification in clause 14.2(a) is subject to clause 13.

15 Insurance

- (a) Without limiting either Party's obligations under this RAO Agreement, unless otherwise agreed by CityNet, the Requesting Licensee will have in force and maintain with an insurance company licensed in Singapore for the term of this RAO Agreement a broad form public liability policy of insurance to the value of S\$10 million.
- (b) On CityNet's request, the Requesting Licensee will immediately produce evidence that it has complied with and continues to comply with its obligations under this clause 15.

16 Credit management and security requirements

16.1 Security requirements

- (a) The Requesting Licensee must provide, at its sole cost and expense, to CityNet, and maintain for the term of this RAO Agreement, the security requirements detailed in Attachment A – Notification of Acceptance.
- (b) If, at any time during the term of this RAO Agreement, the amount of paid up capital of the Requesting Licensee falls below S\$1 million, the Requesting Licensee must notify CityNet in writing within ten (10) Business Days of such occurrence, in which case CityNet may upon notice in writing require the Requesting Licensee to provide CityNet with either a banker's guarantee or security deposit (at the Requesting Licensee's option) for 2.5 times the amount of the recurring Charges that the Requesting Licensee has incurred in a month or S\$20,000, whichever amount is greater (a **Security Requirement**).
- (c) For the purposes of ensuring compliance with clause 16.1(b), CityNet may from time to time reasonably request information from the Requesting Licensee to determine and verify the paid up capital of the Requesting Licensee. The Requesting Licensee must provide such information to CityNet within ten (10) Business Days of receipt of a request from CityNet for such information.
- (d) Where the Requesting Licensee has provided a Security Requirement under this RAO Agreement:
- i CityNet may at any time require the Requesting Licensee to provide an amended Security Requirement; and
 - ii the Requesting Licensee may at any time require CityNet to revise the Security Requirement,



in order to ensure that the value of the Security Requirement is maintained at 2.5 times the amount of the recurring Charges that the Requesting Licensee has incurred in a month or S\$20,000, whichever amount is greater.

- (e) If, at any time during the term of this RAO Agreement, a Requesting Licensee fails to make a payment in accordance with the terms of this RAO Agreement (which is not subject to a bona fide dispute under Schedule 4 or Schedule 5) and the Requesting Licensee has not provided any Security Requirement to CityNet under this RAO Agreement, CityNet may upon notice in writing require the Requesting Licensee to provide CityNet with either a banker's guarantee or security deposit (or amended banker's guarantee or security deposit) (at the Requesting Licensee's option) for 2.5 times the amount of the Charges that the Requesting Licensee has incurred in a month or S\$20,000, whichever amount is greater.
- (f) The Requesting Licensee must provide the banker's guarantee or security deposit (or amended banker's guarantee or security deposit) to CityNet within twenty (20) Business Days of receipt of a notice under clause 16.1(b), 16.1(d) or 16.1(e) (as the case may be).
- (g) CityNet may, at its absolute discretion, treat a failure by the Requesting Licensee to provide a banker's guarantee or security deposit in accordance with clause 16.1(f) as a material breach of this RAO Agreement.

16.2 Use of Security Requirement to pay Charges

- (a) The Requesting Licensee may not require CityNet to use a banker's guarantee or security deposit it has provided to CityNet towards payment of the Charges.
- (b) The provision of a banker's guarantee or security deposit does not relieve the Requesting Licensee from its obligations to pay amounts to CityNet as they become due and payable, nor does it constitute a waiver of CityNet's right to suspend, disconnect, or terminate the Services in accordance with the terms of this RAO Agreement.
- (c) CityNet may on reasonable notice in writing to the Requesting Licensee call on the banker's guarantee or use the security deposit (or part of it) to settle any amount due or payable to CityNet by the Requesting Licensee under this RAO Agreement.

16.3 Discharge of Security Requirement

CityNet will return the Security Requirement to the Requesting Licensee within fourteen (14) calendar days of:



- (a) the termination of this RAO Agreement; or
- (b) payment by the Requesting Licensee of all outstanding amounts under this RAO Agreement,

whichever is later.

17 Confidentiality

17.1 Obligation to maintain confidentiality

- (a) Notwithstanding any other provision of this RAO Agreement, unless otherwise provided in the Code and approved by the Authority, the Parties must not reveal, make known or divulge to any third party in any manner howsoever the contents of those parts of this RAO Agreement (in full or in part) which the Authority has withheld from publication.
- (b) Each Party will keep confidential all Confidential Information of the other Party which:
 - i is disclosed, communicated or delivered to it pursuant to this RAO Agreement; or
 - ii comes to its knowledge or into its possession in connection with this RAO Agreement,

whether such Confidential Information is received before, during or after the date of this RAO Agreement.

- (c) Neither Party will use, copy, store or disclose to any third party the Confidential Information of the other Party except for the purposes of this RAO Agreement or for such other purposes related to the provision of Services under this RAO Agreement.
- (d) Each Party must establish and observe procedures adequate to protect the Confidential Information of the other Party including by ensuring each of its directors, officers, employees, agents, contractors, representatives and advisers is subject to, and maintains, the confidentiality obligations in this RAO Agreement.
- (e) A Party which receives Confidential Information of the other Party must exercise no lesser security or degree of care it applies to its own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.
- (f) This RAO Agreement contains the entire understanding between the Parties with respect to the safeguarding of the Confidential Information and supersedes all prior communications and understandings with respect thereto.



17.2 Disclosure of Confidential Information

- (a) A Party (the **Recipient**) which has received the Confidential Information of the other Party (the **Discloser**) may, without notifying the Discloser of the particulars of the disclosure or giving the Discloser the opportunity to take any available steps to challenge the disclosure or make it subject to an obligation of confidence, disclose Confidential Information to:
- i the Recipient's personnel (includes but without limitation the Recipient's directors, officers, employees, agents, contractors or representatives) to the extent necessary in order to exercise its rights or perform its obligations under this RAO Agreement;
 - ii the Recipient's professional advisers, but only to the extent necessary for those advisers to provide advice, or protect or enforce the rights of the Recipient under this RAO Agreement; and
 - iii the Recipient's appointed financial advisers or bankers, but only to the extent necessary for those financial advisers or bankers to provide financial advice or services to the Recipient.

(each an "Authorised Person", and collectively, the "Authorised Persons")

- (b) In the case of any disclosure under clause 17.2(a)i the Recipient shall ensure that the Authorised Person(s) to whom all or any Confidential Information is disclosed shall hold it strictly confidential and shall not disclose it to any other person.
- (c) In the case of any disclosure under clause 17.2(a)ii and 17.2(a)iii the Recipient shall obtain and provide to the Discloser a written undertaking, in favour of the Discloser, from the Authorised Person(s) to comply with the terms of this RAO Agreement as if the Authorised Person(s) is a party hereto. In any event, the Recipient shall remain liable for any disclosure by the Authorised Person(s) to any other person.
- (d) Save as provided under this RAO Agreement, no news releases, public announcements or any other form of publicity concerning this RAO Agreement or the terms of this RAO Agreement shall be conducted or released by the Recipient without the prior written consent of the Discloser.
- (e) The Recipient's obligations hereunder shall not apply to Confidential Information if the same is:
- i in or enters the public domain, other than by breach by the Recipient or any of its Authorised Person(s);



- ii known to the Recipient on a non-confidential basis prior to disclosure under this RAO Agreement, at the time of first receipt, or thereafter becomes known to the Receiving Party or any of its Authorised Persons without similar restrictions from a source other than the Discloser, as evidenced by written records; or
 - iii is or has been developed independently by the Recipient without reference or reliance on the Discloser's Confidential Information.
- (f) Except as otherwise provided in this RAO Agreement, a Recipient may not disclose the Confidential Information of the Discloser except in the following circumstances:
 - i the disclosure is authorised in writing by the Discloser to the extent of that authority;
 - ii the disclosure is made pursuant to a directive issued by the Authority or any judicial, statutory or Government Agency;
 - iii the disclosure is made to the Authority:
 - A for the purpose of registration of this RAO Agreement or any amendment, modification or alteration of this RAO Agreement;
 - B under or pursuant to the IDA Act or the Act, or under or pursuant to the Discloser's or the Receiver's Licence;
 - C for the purpose of a review by the Authority or a determination by the Authority; or
 - D as otherwise specified in this RAO Agreement;
 - iv the disclosure is made to Emergency Service Organisations;
 - v the disclosure is made to any arbitrator or expert appointed to resolve disputes under this RAO Agreement; or
 - vi the disclosure is made pursuant to any applicable laws, rules, regulations or directions of a statutory or regulatory authority or stock exchange or order of a relevant court of law.
- (g) In the case of any disclosure under clause 17.2(f) the Recipient shall inform the Discloser of any disclosures to third parties by the Recipient prior to any such disclosure.
- (h) The rights of the Recipient under clauses 17.2(a) and 17.2(f) are in addition to any other rights of the Recipient under this RAO Agreement.



17.3 Accuracy of Confidential Information

- (a) Confidential Information provided by one Party to the other Party is provided for the benefit of that Party only and shall be used solely for the purposes for which it is disclosed.

17.4 Monetary damages an inadequate remedy

Each Party acknowledges that a breach of this clause 17 by one Party may cause the other Party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, a Party may seek injunctive relief against such a breach or threatened breach.

17.5 Consequences of termination

- (a) All written Confidential Information or any part thereof (including, without limitation, information incorporated in computer software or held in electronic storage media) together with any analysis, compilations, studies, reports or other documents or materials prepared by the Recipient or on its behalf which reflect or are prepared from any of the Confidential Information provided by the Disclosing Party shall be returned to the Discloser or destroyed by the Recipient, when requested by the Discloser at any time, or when the Recipient's need for such information has ended or when this RAO Agreement expires or is terminated, whichever is earlier. In the event of destruction, the Recipient shall certify in writing to the Discloser within thirty (30) calendar days, that such destruction has been accomplished. The Recipient shall make no further use of such Confidential Information nor retain such Confidential Information in any form whatsoever.
- (b) The Parties acknowledge that the provision of this clause 17 shall continue in full force and effect regardless of variations, assignments or termination of other provisions of this RAO Agreement. The obligation to maintain confidentiality of the Confidential Information provided hereof and the undertakings and obligations in this clause 17 shall continue for two (2) years upon the expiry or termination of this RAO Agreement.

18 General

18.1 Assignment, novation and other dealings

- (a) This RAO Agreement shall be binding upon and ensure to the benefit of each of the Parties and its successors and permitted assigns.



- (b) Subject to clause 18.1(c), either Party may assign or transfer any or all of its rights under this RAO Agreement without the prior written consent of the other Party provided that such assignee has an FBO Licence granted to it under the Act and provided further that the assigning Party will continue to remain fully responsible for the performance of all obligations owed to the other Party under the RAO Agreement.
- (c) The assigning Party shall give notice to the other Party of any assignment permitted to be made without the other Party's consent as soon as practicable. The other Party may require the assigning Party to provide reasonable assurance that the assigning Party will remain fully responsible for the performance of all obligations owed to the other Party under the RAO Agreement.
- (d) Neither Party may delegate its obligations under this RAO Agreement (novation) without obtaining the prior written consent of the other Party.
- (e) Any purported assignment, novation or dealing in breach of this clause 18.1 is of no effect.

18.2 Costs, expenses and duties

The Parties agree to bear their own legal and other costs incurred in relation to the preparation, negotiation and execution of this RAO Agreement and all documents contemplated by it, except where this RAO Agreement or those other documents expressly provide to the contrary.

18.3 Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

18.4 Cumulative rights

Except as expressly provided in this RAO Agreement, the rights of a Party under this RAO Agreement are in addition to, and do not exclude or limit, any other rights or remedies provided by Law.

18.5 Entire agreement

- (a) This Agreement is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter.

18.6 Good faith and Non-Exclusivity

- (a) Each Party agrees to act in good faith in relation to the other Party with respect to all matters relating to or contemplated by this RAO Agreement.



- (b) The Parties acknowledge that nothing in this RAO Agreement shall prevent, limit or restrict in any way whatsoever either Party from supplying any Service to any person by means of such Party's Network.
- (c) Notwithstanding any provisions of this RAO Agreement, neither Party shall be prohibited in any way whatsoever from entering into an agreement with another person for similar Services.

18.7 Governing law

The interpretation, validity and performance of this RAO Agreement shall be governed in all respects by the laws of the Republic of Singapore, including the Code.

18.8 Notices

- (a) A notice, consent or other communication under this RAO Agreement is only effective if it is:
 - i in writing and in legible English, signed by or on behalf of the Party giving it;
 - ii addressed to the Party to whom it is to be given; and
 - iii either:
 - A sent by pre-paid registered mail or delivered to that Party's address;
 - B sent by fax to that Party's fax number; or
 - C sent by email, if solely for the purpose of submission of requests for services.
- (b) Subject to clause 18.8(c) a notice, consent or other communication under this RAO Agreement is, in the absence of earlier receipt, regarded as given and received:
 - i if it is delivered, on delivery at the address of the relevant Party;
 - ii if it is sent by fax, at the time and on the day it was successfully sent;
 - iii if it is sent by mail, on the 3rd Business Day after the day of posting, or if to or from a place outside Singapore, on the 7th Business Day after the day of posting; or
 - iv if it is sent by email, on the Business Day which it is sent provided the sender does not have any cause to believe that it has not been



delivered (such as a rejection notice from the intended recipient's email server).

- (c) If a notice, consent or other communication under this RAO Agreement is given and received on a day that is not a Business Day, it is regarded as being given and received on the next Business Day.
- (d) For the purposes of this clause 18.8, a Party's address and fax number are those set out below, unless the Party has notified a changed address or fax number, then the notice, consent, approval or other communication must be to that address or number:

the Requesting Licensee

Address: [insert] 9 Tai Seng Dr #02-02J Geo-tele Centre
Lobby B Singapore 535227
Fax: [insert] +65 6556 2777
Attention: [insert] Mr. Kho Kim Seok

CityNet Infrastructure Management Pte Ltd
Address: 1 Serangoon North Avenue 5
#04-02
Singapore 554915
Fax: (65) 6887 9333
Attention: General Manager
Email: thomas.tsang@citynetlink.com.sg

- (e) Any process or other document relating to litigation, administrative or arbitral proceedings relating to this RAO Agreement may be served by any method contemplated by this clause 18.8 or in accordance with any applicable Law.
- (f) The Requesting Licensee may submit its requests for services (with the request forms attached) via email to thomas.tsang@citynetlink.com.sg. Each request for services submitted via email must include the format "<name of Requesting Licensee> <number and name of RAO Schedule >" in the subject line of the email. Where the Requesting Licensee fails to comply with the above requirement when submitting its request for services via email, the Requesting Licensee shall not be entitled to the applicable Service Level Guarantee in respect of that request. For the avoidance of doubt, the Requesting Licensee shall not submit more than one (1) request for services per email
- (g) Either Party may from time to time notify the other Party of a change of address, facsimile number or email address.

18.9 Relationship of the parties

- (a) Each of the Parties is and shall remain at all times an independent contractor fully responsible for its own acts or defaults (including those of



its employees or agents). Neither Party is authorised and neither of the Parties nor their employees, agents or representatives shall at any time attempt to act or act on behalf of the other Party to bind the other Party in any manner whatsoever to any obligations. Neither Party nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the other Party. Nothing in this RAO Agreement is to be construed to create a partnership, joint venture or agency relationship between the parties.

- (b) Neither Party may attempt to bind or impose any obligation on a Party or incur any joint liability without the written consent of the other Party.
- (c) If either Party appoints an agent for the purposes of this RAO Agreement, and notifies the other Party, then the other Party shall deal with the appointed agent for such purposes until the first Party notifies the other Party that the appointment has been terminated.

18.10 Dispute resolution

- (a) All disputes arising under or pursuant to this RAO Agreement will be resolved in accordance with the dispute resolution procedures set out in Schedule 5 with the exception of Billing Disputes which will be dealt with in accordance with Schedule 4.
- (b) The Parties will comply with the dispute resolution procedures in relation to any disputes which arise under this RAO Agreement.

18.11 Severability

If any provision of this RAO Agreement shall be held to be illegal, invalid or unenforceable in any respect under any applicable law, then the remainder of the RAO Agreement, or the application of such provision to other situations or circumstances shall not be affected, and the Parties agree to amend this RAO Agreement to reflect the original intention of the Parties and/or the directions of the Authority (where applicable) to the extent permissible by such applicable law.

18.12 Subcontractors

A Party may use subcontractors or other agents to meet any of its obligations under this RAO Agreement, but it will remain responsible, and liable to the other Party, for the performance of those obligations in accordance with this RAO Agreement.

18.13 Variation

Except as expressly provided for in this RAO Agreement, no variation of this RAO Agreement is effective unless:



- (a) made in writing and signed by each Party; or
- (b) an amendment is approved or required by the Authority to the RAO from time to time, in which case it will be deemed to have been accepted by both Parties.

18.14 Waiver

- (a) No waiver of a right or remedy under this RAO Agreement is effective unless it is in writing and signed by the Party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this RAO Agreement does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this RAO Agreement does not operate as a waiver or prevent further exercise of that or of any other right or remedy.



Attachment A Notification of Acceptance - CityNet Reference Access Offer

If a Facilities Based Operator (FBO) seeks to acquire Services from CityNet on the prices, terms and conditions contained in CityNet's Reference Access Offer (RAO), that FBO must submit this written Notification of Acceptance to CityNet in the form as provided in Attachment A to the RAO.

An FBO which submits this Notification of Acceptance to CityNet will be known as the **Requesting Licensee**. The Requesting Licensee, by submitting the Notification of Acceptance, will become bound by the provisions of Part A of this RAO Agreement, including the representations and warranties contained in clause 3.

If CityNet finds this Notification of Acceptance to be non-conforming according to the criteria in Part A of CityNet's RAO, it will follow the procedures in that clause.

Is acceptance of RAO on an interim basis pending adoption of an Individualised Agreement?

YES / NO (delete where in applicable)

The Requesting Licensee is:

Name of company: [insert]
Company registration number: [insert]
Having its registered office at: [insert]

The Requesting Licensee's designated contact person is:

[insert]

The Requesting Licensee requests the following Services (please tick the appropriate boxes):

Schedule 2 – Licensing of Building Lead-in Ducts and Lead-in Manholes []

Schedule 3– Licensing of Access to Mandated Services []

The following sections are common to all RAO Agreements:

Main Body [✓]

Schedule 1 – Dictionary [✓]

Schedule 4 – Billing [✓]

Schedule 5 – Dispute Resolution [✓]



The Requesting Licensee must provide to CityNet along with its Notification of Acceptance, at its sole cost and expense, the following creditworthiness, security and insurance information:

- A full list of shareholders and directors;
- A statement of current paid-up capital;
- Evidence of the insurance required under clause 15 of the RAO Agreement.

If the paid up capital of the Requesting Licensee is less than S\$1,000,000, the Requesting Licensee must provide CityNet with either a banker's guarantee or security deposit (at the Requesting Licensee's option) for the amount of S\$20,000.

CityNet may amend the Requesting Licensee's credit, security and insurance requirements in accordance with the RAO Agreement.



Schedule 1 Dictionary

1 Interpretation

The following rules of interpretation apply to this RAO Agreement unless the contrary intention appears:

- a) headings are for convenience only and do not affect the interpretation of this RAO Agreement;
- b) the singular includes the plural and vice versa;
- c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- d) the words 'including', 'particularly', 'such as' and similar expressions are not to be used as words of limitation;
- e) a reference to:
 - i a person includes a natural person, partnership, joint venture, governmental agency, association, corporation or other body corporate;
 - ii a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - iii a person includes its, agents, successors and permitted assigns;
 - iv a document includes all amendments or supplements to that document;
 - v a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this RAO Agreement;
- f) this RAO Agreement includes all schedules and attachments to it, and all annexes to the schedules;
- g) a law includes all Laws and is a reference to that law as amended, consolidated or replaced, and includes any regulations and other subordinate instruments made under or in accordance with those Laws; and
- h) a monetary amount is in Singaporean dollars;
- i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;



- j) in determining the time of day, where relevant to this RAO Agreement, the relevant time of day is:
 - i for the purposes of giving or receiving notices, the time of day in the place where a person receiving a notice is located; or
 - ii for any other purpose under this RAO Agreement, the time of day in the place where the person required to perform an obligation is located; and
- k) no rule of construction applies to the disadvantage of a person because that person was responsible for the preparation of this RAO Agreement.

2 Definitions

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

Act means the Telecommunications Act (Cap 323).

Administration Charge or **Administrative Charge** refers to the Charges payable by Requesting Licensees for various services as listed in Schedule 4.

Annex means any document attached to this RAO Agreement, and is usually used to describe an attachment to a Schedule rather than an attachment to the main RAO Agreement. The words “this Annex” refer to the numbered Annex in which those words appear.

Arbitration means the procedure described in the Arbitration Rules of Singapore International Arbitration Centre (**SIAC Rules**) under Schedule 5.

Arbitrator means the arbitrator appointed pursuant to clause 6 of Schedule 5.

Authority means the Info-communications Development Authority of Singapore or its successor organisations in the administration of telecommunications policy, law and regulation in the Republic of Singapore.

Billing means the processes specified in Schedule 4.

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 4.

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

Billing Dispute Notice means the written notification made by a Party to the other Party in relation to a Billing Dispute.

Billing Dispute Resolution Procedure means the process relating to Billing Disputes specified in Schedule 4.



Building Lead-in Duct means a conduit owned or controlled by CityNet that connects a manhole to the building for the installation of Cables into a building, but does not include any duct installed between manholes.

Building MDF means an MDF located within residential or non-residential premises.

Business Day means any day other than a Saturday, Sunday and gazetted Public Holiday in 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.

Central Office or CO means CityNet premises listed in Annex 3 of Schedule 3 of the Reference Access Offer where CityNet offers Licensing of Access to Mandated Services.

Charge(s) means a fee payable by a Licensee for goods or services set out or referred to in this RAO Agreement and as specified in Schedule 4 or elsewhere in the RAO Agreement, as amended from time to time.

Claim means any and all claims, alleged claims, actions, suits, proceedings or investigations by any person of any nature or kind, whether in contract, tort (including negligence), under statute, under an indemnity or otherwise.

Code means the Code of Practice for Competition in the Provision of Telecommunication Services 2010 issued by the Authority pursuant to section 26(1)(a) to (e) and (g) of the Act, which came into operation on 21 January 2011;

Companies Act means the Companies Act (Cap 50) of Singapore.

Confidential Information 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 a Party (and any matter concerned with or arising out of this RAO Agreement) but does not include:

- a) information which is or becomes part of the public domain (other than through any breach of this RAO Agreement);
- b) information rightfully received by the other Party from a third person 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 person 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 RAO 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 Duct means one (1) 110mm diameter duct of one (1) metre length constructed by CityNet to connect the Requesting Licensee's duct to CityNet's manhole.

Consequential Loss includes without limitation, each of:

- (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.

Customer for the purposes of this RAO Agreement, means, in relation to the Requesting Licensee, a person who is connected to the Requesting Licensee's Network or utilises a telecommunication service provided by the Requesting Licensee.

Effective Date means the date on which this RAO Agreement is 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.

Facilities-based Licensee or **FBO** means the holder of a Facilities-based Operator Licence issued by the Authority under the Act.

Forecast means an estimate from the Requesting Licensee of its anticipated future requirements for a Service for a specified period, in accordance with the terms and conditions of the relevant Schedule.



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.

GST means Goods and Services Tax imposed under the Goods and Services Tax Act, (Chapter 117A) of Singapore.

IDA Act means the Info-communications Development Authority of Singapore Act (Cap 137A).

Individualised Agreement means an agreement arrived at pursuant to the Code.

Interconnection Offer means the standard interconnection offer submitted by Mandated Licensees and approved by the IDA, including all schedules, attachments, annexes and appendices of the interconnection offer, as amended, modified or supplemented from time to time.

Invoice means an invoice, bill or request for payment issued by a Party to the other Party in accordance with this RAO Agreement.

Law means all laws including rules of common law and equity, statutes, regulations, by-laws, ordinances, constitutional provisions, treaties, conventions, mandatory codes of conduct, writs, orders, injunctions, declarations, decrees, judgements, directives, legislative enactments, subpoenas, rules (including rules of any stock exchange) or other binding restrictions of or by any judicial or governmental authority.

Lead-in Manhole means an underground utility vault owned or controlled by CityNet which is the first underground utility vault that connects to the Building Lead-in Duct.

Licensee means the holder of a licence under the Act.

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.

Mainline Duct means a duct that connects major elements of a Network.

Mandated Licensee means a Requesting Licensee (as listed in Annex 1 of Schedule 3) any of whose Mandated Services can only be accessed at CityNet's Central Office.

Mandated Services means the services set out in Annex 2 of Schedule 3.

MDF means Main Distribution Frame.

MDF Room means the room housing the MDF.



Ministry of Manpower means the Ministry of that name operating within the Republic of Singapore or its successor departments or authorities.

Network refers to a telecommunication system or supporting infrastructure of a Party which is used or intended to be used for telecommunications.

Party means either of CityNet or the Requesting Licensee.

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 RAO 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.

RAO means the Reference Access Offer approved by the Authority in accordance with the Code, including all Schedules, Attachments, Annexes and Appendices as amended, modified or supplemented from time to time.

RAO Agreement means the agreement entered into between CityNet and the Requesting Licensee on the terms and conditions specified in CityNet's approved RAO.

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

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.

Schedule means a schedule to this RAO Agreement.

Service means a service available under a Schedule to this RAO Agreement.

Service Level Guarantee 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.

Singapore Dollar, S\$ and \$ mean the currency of Singapore.

Singapore International Arbitration Centre or SIAC means the centre referred to in Schedule 5 which can be contacted at 32 Maxwell Road, #02-01, Maxwell Chambers, Singapore 069115, Tel: (65) 6221 8833, Fax: (65) 6224 1882 or such other address or contact particulars as may be notified from time to time.

Singapore Mediation Centre or SMC means the centre referred to in Schedule 5, which can be contacted at 1 Supreme Court Lane, Level 4, Singapore 178879, Tel: (65) 6332 4366, Fax: (65) 6333 5085 or such other address or contact particulars as may be notified from time to time.



Standard Operating Procedures or SOP means the procedures as specified in the Annex or Attachments to the relevant Schedules.

Telecommunications shall have the meaning ascribed to it in the Act.

Underground Equipment means any Cable installed in a Building Lead-in Duct or Lead-in Manhole but does not include Building Lead-in Ducts or Lead-in Manholes.



Schedule 2 Licensing of Building Lead-In Ducts and Lead-In Manholes

1 Scope

1.1 Scope of Schedule

- a) This Schedule 2 sets out the terms and conditions under which CityNet will provide the Requesting Licensee with:
- i a licence for the shared use of the Building Lead-in Ducts and access to their associated Lead-in Manholes; or
 - ii a licence for access to Lead-in Manholes alone in circumstances where Requesting Licensee requires access to its own lead-in ducts or lead-in ducts of a third party ,
- (each a Licence) as requested by the Requesting Licensee for the sole purpose of the Requesting Licensee deploying Underground Equipment to provide Telecommunication Services.
- b) For the avoidance of doubt, the licence necessary for access to lead-in ducts other than CityNet's Building Lead-In Ducts is not offered by CityNet or covered under this RAO.
- c) The Requesting Licensee, in its request for a Licence (**Application**), must specify whether the Requesting Licensee seeks:
- i a Licence for the shared use of the Building Lead-in Ducts and access to their associated Lead-in Manholes; or
 - ii a Licence for access to Lead-in Manholes alone.
- d) The Requesting Licensee may seek a Licence subject to:
- i the shared use by the Requesting Licensee of any Building Lead-in Duct and access to any Lead-in Manhole, as applicable, being for the sole purpose of the Requesting Licensee deploying Underground Equipment to provide Telecommunication Services; and
 - ii the terms and conditions of this Schedule 2.
- e) CityNet will provide the Requesting Licensee with a Licence for the sole purpose of the Requesting Licensee locating its Underground Equipment in Building Lead-in Ducts and Lead-in Manholes, as applicable, in accordance with the directions of the Authority under the Code, where



those directions require the provision of a Licence for which the Requesting Licensee has applied.

- f) Each timeframe for processing of an Application and provisioning of a Licence is subject to delays caused by events outside CityNet's reasonable control.
- g) In case of delays, subject to clause 13 of this RAO Agreement, clause 1.2 will apply and CityNet will notify the Requesting Licensee of the estimated due date for completion of any relevant processing and/or provisioning.

1.2 Service Level Guarantees in Annex

- a) CityNet will provide the Service Level Guarantees in respect of Licensing for the shared use of the Building Lead-in Ducts and access to their associated Lead-in Manholes, or for access to Lead-in Manholes as set out in this Schedule 2.
- b) If CityNet fails to meet any Service Level Guarantee and such failure is solely caused by CityNet, CityNet will provide a remedy to the Requesting Licensee in accordance with, and subject to any terms and conditions in:
 - i section 1 of Annex 1 in respect of Application response timeframes;
 - ii section 2 of Annex 1 in respect of granting the In-principle Approval;
 - iii section 3 of Annex 1 in respect of Project Study timeframes;
 - iv section 4 of Annex 1 in respect of Connection Duct timeframes;
 - v section 5 of Annex 1 in respect of timeframes for Modified Underground Equipment;
 - vi section 6 of Annex 1 in respect of maintenance work on Building Lead-in Duct and Lead-in Manhole; and
 - vii section 7 of Annex 1 in respect of all claims made under Annex 1.
- c) Both Parties acknowledge that the relevant remedy provided under clause 1.2(b) is a genuine pre-estimate of the Requesting Licensee's loss and will be:
 - i the sole and exclusive remedy available to the Requesting Licensee for such failure to meet the relevant provisioning timeframes under this Schedule 2; and
 - ii CityNet's sole and exclusive liability to the Requesting Licensee for such failure.



2 Availability of Building Lead-In Duct and Lead-In Manhole

- a) CityNet will, subject to availability, provide a Licence to the Requesting Licensee for the shared use of the Building Lead-in Ducts and access Lead-in Manholes separately on the basis of:
 - i per meter use of Building Lead-in Duct for each individual Cable; and
 - ii access to individual Lead-in Manholes.
- b) CityNet may have regard to the following matters when assessing the availability of the Building Lead-in Duct space, access to the Building Lead-in Duct(s) and access to Lead-in Manhole(s):
 - i the reservation of at least one (1) Building Lead-in Duct for CityNet's maintenance purposes;
 - ii reasonable space within Lead-in Manhole(s) that, in CityNet's sole opinion, should be reserved for CityNet's maintenance purposes;
 - iii existing use of Building Lead-in Ducts and Lead-in Manholes by the Requesting Licensee and other Licensees;
 - iv future use of, or access to, Building Lead-in Ducts and Lead-in Manholes by the Requesting Licensee and other Licensees which has been requested but not yet fulfilled;
 - v security and confidentiality requirements or restrictions imposed on CityNet by Governmental Agencies;
 - vi whether CityNet has plans or otherwise proposes to decommission a Building Lead-in Duct or a Lead-in Manhole within six (6) months of the Requesting Licensee's Application for a Licence to the Building Lead-in Duct or Lead-in Manhole; or
 - vii whether CityNet has installed relevant Building Lead-in Ducts or Lead-in Manholes at the location(s) requested by the Requesting Licensee.

3 Ordering and provisioning procedure

- a) The Requesting Licensee must submit its Application in the form prescribed in Attachment A to this Schedule 2.



- b) For the purposes of this Schedule 2, the date on which an Application is deemed received by CityNet will be determined as follows:
 - i if the Application is received before 12:00 pm on a Business Day, the date on which it is deemed received is the Business Day on which the Application is received;
 - ii if the Application is received at or after 12:00 pm on a Business Day, the date on which it is deemed received is the Business Day immediately following the Business Day on which the Application is received; or
 - iii if the Application is received on a day which is not a Business Day, date on which it is deemed received is the Business Day immediately following the day on which the Application is received by CityNet.
- c) CityNet will process all Applications on a “first come first served” basis and, subject to clause 3d), will be processed on the day it is deemed to have been received under clause 3b).
- d) For each Business Day, CityNet will process a combined total of no more than four (4) Applications from all FBOs. Any Application received on a Business Day on which CityNet is already scheduled to process the maximum number of Applications will be processed on the next Business Day on which CityNet it is not already scheduled to process the maximum number of Applications.
- e) If an Application will not be processed on its Request Date, CityNet will inform the Requesting Licensee of the date on which it is scheduled to be processed within one (1) Business Day of the Request Date.
- f) Each Application must be accompanied by the Application Charge specified in Schedule 4 regardless of whether or not the Application is successful or withdrawn.
- g) In this Schedule 2, the date on which an Application will be processed under clause 3c) or 3d) is the **Request Date**.

4 Desktop Study

- a) Within one (1) Business Day of the Request Date, CityNet will inform the Requesting Licensee whether CityNet will conduct a desk study under clause 4b) or its Application is rejected under clause 4d). If an Application is rejected, CityNet will provide the reason for such rejection to the Requesting Licensee.



- b) Following receipt of an Application, unless CityNet rejects the Application under clause 4d), CityNet will perform a desk study in respect of the Building Lead-in Duct and/or Lead-in Manhole to which a Licence is requested in order to ascertain on a preliminary basis whether the Building Lead-in Duct space and/or Lead-in Manhole are available (as determined in accordance with clause 2(b)).
- c) If CityNet conducts a desk study under clause 4b) it must complete the study and notify the Requesting Licensee of the in-principle approval (**In-Principle Approval**) or rejection of its Application within five (5) Business Days of the Request Date.
- d) CityNet may reject an Application if:
 - i the Application is not in the prescribed form;
 - ii the Application does not contain all required information;
 - iii the information in the Application is incorrect or inaccurate; or
 - iv CityNet determines that a requested Building Lead-in Manhole or Lead-in Duct space is unavailable under the criteria set out in clause 2(b).
- e) Where the Requesting Licensee has requested Building Lead-in Duct space, but CityNet determines that the space it has available is insufficient for the Requesting Licensee's requirements, CityNet will offer the Requesting Licensee:
 - i the available Building Lead-in Duct space; and
 - ii where available, the shared use of an alternative Building Lead-in Duct space and access to associated Lead-in Manholes.
- f) In the event CityNet informs the Requesting Licensee that shared use of a requested Building Lead-in Duct space or access to a Lead-in Manhole is not available, CityNet must:
 - i provide details; and
 - ii where available, offer to the Requesting Licensee the shared use of an alternative Building Lead-in Duct space and/or access to alternative Lead-in Manholes.
- g) The Requesting Licensee acknowledges that a grant by CityNet of In-Principle Approval does not require CityNet to reserve the shared use of the Building Lead-in Duct space and/or access to Lead-in Manhole(s) or make them be available at times requested by the Requesting Licensee.
- h) The Requesting Licensee must pay the desk study Charge specified in Schedule 4, regardless of whether its Application is successful or not.



5 Project Study

5.1 Conduct of Project Study

- a) Except where:
 - i CityNet rejects an Application under clause 4d);
 - ii CityNet informs the Requesting Licensee that Building Lead-in Duct space requested in an Application is unavailable under clause 4e) (and cannot provide an alternative offer under clause 4e)ii); or
 - iii the Requesting Licensee rejects an offer for Building Lead-in Duct space alternative to that requested under clause 4e)ii,

CityNet will complete a Project Study within the later of:

- i five (5) Business Days of the Request date; or
 - ii five (5) Business Days from the date the Requesting Licensee accepts an alternative proposal under clause 4e)ii.
- b) The Requesting Licensee must pay the Project Study Charge specified in Schedule 4.
 - c) The Parties will jointly conduct a site survey to assist CityNet to assess the physical availability of requested Building Lead-in Duct and/or Lead-in Manhole.

5.2 Outcome of Project Study

On completion of the Project Study, CityNet will:

- a) where the sharing of the Building Lead-in Duct and/or access to Lead-in Manhole are unavailable, notify the Requesting Licensee of the unavailability and provide reasons explaining the basis for that determination; or
- b) where the sharing of the Building Lead-in Duct and/or access to Lead-in Manhole are available, notify the Requesting Licensee of its final approval (**Final Approval**) together with the following information:
 - i the Building Lead-in Ducts and/or Lead-in Manhole which will be Licensed to the Requesting Licensee, identified by number and location;
 - ii the date of provision;
 - iii subject to clause 5.3, the Charges that CityNet will incur for the provision of Connection Duct(s) as specified in Schedule 4;



- iv the number of Connection Duct(s) approved;
- v if the Application is for Building Lead-in Duct and associated Lead-in Manholes, the Building Lead-in Duct(s) allocated (on a Lead-in Manhole fan-out diagram) to the Requesting Licensee; and
- vi the direction and location of the Connection Duct(s).

5.3 Changed circumstances after Final Approval

If CityNet incurs costs in providing a Licence over and above the Charges for Connection Ducts set out in clause 5.2b)iii, CityNet may recover such costs from the Requesting Licensee provided:

- a) the costs incurred by CityNet relate to the work that CityNet needs to perform in order to grant a Licence or provide shared use and/or access under that Licence;
- b) before incurring costs, CityNet provides the Requesting Licensee with:
 - i prior reasonable notice that the provision of the Licence requires CityNet to incur costs additional to the Charges;
 - ii a breakdown of individual cost components and justification for incurring each cost component; and
 - iii a binding quote for the work, which quote will be valid five (5) Business Days from the date on which CityNet provides it to the Requesting Licensee.
- c) CityNet obtains the Requesting Licensee's prior approval of the quote while the quote remains valid; and
- d) any dispute in respect of determining the reasonable costs set out in the notice is resolved in accordance with Schedule 5.

6 Connection Duct construction

6.1 Construction by CityNet

- a) The Requesting Licensee must, within five (5) Business Days of the Final Approval, confirm to CityNet that the Requesting Licensee requires CityNet to construct the Connection Duct(s) and accepts the Charges notified under clause 5.2b)iii.
- b) If, following Final Approval, CityNet notifies the Requesting Licensee of any additional costs under clause 5.3, the Requesting Licensee must confirm to CityNet that it accepts and will pay the additional costs within five (5) Business Days of such notification.



- c) If the Requesting Licensee does not respond within the period required under clauses 6.1a) or 6.1b) (as applicable), or informs CityNet that it is unwilling to incur specified Charges or additional costs, or informs the CityNet of its intention to withdraw the Application, the Requesting Licensee's Application will be deemed to have been withdrawn.
- d) If an Application is withdrawn, the Requesting Licensee remains liable for reasonable costs that CityNet has incurred until the date of the withdrawal as well as the cost that CityNet will need to incur to remediate any work done following the Application.
- e) Upon receipt of the Requesting Licensee's confirmation under clause 6.1a) or clause 6.1b) (as applicable), CityNet will construct the Connection Duct within twenty (20) Business Days.
- f) If CityNet determines that it is unable, or is likely to be unable, to complete construction of a Connection Duct within the timeframe in clause 6.1e), CityNet will notify the Requesting Licensee as soon as practicable and provide a revised timeframe in which construction will be completed.
- g) If CityNet fails to meet the timeframe specified in clause 6.1e), CityNet will provide the Requesting Licensee with the remedy due (if any) under clause 1.2b)iv regardless of any extension notified under clause 6.1f).
- h) CityNet will use commercially reasonable endeavours to construct the Connection Duct within the price previously agreed with the Requesting Licensee.
- i) If CityNet needs to revise its costs from time to time due to circumstances beyond its reasonable control, clauses 5.3 will apply.

6.2 Connection of Requesting Licensee Ducts

- a) CityNet will notify the Requesting Licensee when construction of Connection Duct(s) is completed.
- b) The Requesting Licensee will connect each of its ducts to the corresponding Connection Duct(s) within twenty-five (25) Business Days from CityNet's notice under clause 6.2a).
- c) If the Requesting Licensee fails to complete connection and the failure is attributable to circumstances beyond the Requesting Licensee's reasonable control, CityNet will grant a reasonable extension of time for installation to the Requesting Licensee at the Requesting Licensee's request. A Requesting Licensee's request under this clause must describe the circumstances beyond the Requesting Licensee's control and such request must be received prior to the expiry of the aforementioned



twenty-five (25) Business Day period. CityNet must respond to a Requesting Licensee's request under this clause within two (2) Business Days from the date of receipt of such a request.

- d) If the Requesting Licensee does not connect its duct to the Connection Duct(s) within the period notified by CityNet (including any extension of such period), CityNet may, by notice to the Requesting Licensee, terminate its Application, in which case the Requesting Licensee must file a new Application in order to use the Building Lead-in Ducts and/or access the associated Lead-in Manholes.
- e) The Requesting Licensee must inform CityNet when the Requesting Licensee has completed the connection of its duct to the Connection Duct(s).

7 Installation of Underground Equipment

7.1 Installation of Underground Equipment by Requesting Licensee

- a) The Requesting Licensee will submit to CityNet its request to physically access CityNet's Lead-in Manhole for the installation of the Underground Equipment through the allocated Building Lead-in Duct and/or in the Lead-in Manhole at least five (5) Business Days in advance and in any case, the installation of the Underground Equipment must be completed within thirty (30) Business Days from the completion date.
- b) If the Requesting Licensee does not apply for, or complete, installation of its Underground Equipment in accordance with clause 7.1a) CityNet may, by notice, terminate the Requesting Licensee's Application.
- c) In any request to install Underground Equipment, the Requesting Licensee must provide a plan which specifies:
 - i the identity of the senior person who will be present;
 - ii the name, job title, employment status, contractors and agents who will be physically accessing CityNet's Lead-in Manhole for installation works;
 - iii the installation timetable specifying the duration and dates on which access is requested to perform installation works;
 - iv the location and/or site plan of the Requesting Licensee's duct at and around the location of CityNet's Lead-in Manhole at which installation of the Underground Equipment is requested;



- v the number of Cables included in the Underground Equipment in each allocated Building Lead-in Duct and/or Lead-in Manhole, and in each case the Cable type and size;
 - vi the installation method and the position of each Cable comprising the Underground Equipment described on a Lead-in Manhole fan-out diagram for each Lead-in Manhole; and
 - vii a detailed work method statement (including how the Requesting Licensee can prevent damage to existing cables, equipment, and facilities found inside allocated Building Lead-in Duct and/or Lead-in Manhole) which complies with the guidelines in Attachment F to this Schedule 2.
- d) Any installation plan submitted under clause 7.1c):
- i is subject to CityNet's approval; and
 - ii must be consistent with each relevant Annex to this Schedule 2.
- e) The Requesting Licensee must not install any sub-duct in any Building Lead-in Duct or Lead-in Manhole.

7.2 Review of installation plans by CityNet

- a) CityNet will review each plan submitted in accordance with clause 7.1c) within three (3) Business Days of submission and state whether installation is approved or rejected, and whether it is approved on the requested date and duration or not. CityNet will not unreasonably reject an installation plan.
- b) CityNet may request amendments to an installation plan submitted under clause 7.1c).
- c) If CityNet rejects or requests amendments to a plan, CityNet will consult with the Requesting Licensee and propose an alternative plan and installation schedule to the Requesting Licensee.
- d) Before the installation of Underground Equipment, the Requesting Licensee may withdraw any Application upon written notice to CityNet.
- e) Notwithstanding any withdrawal of an Application under clause 7.2d), CityNet may impose, and the Requesting Licensee must pay:
 - i an Administrative Charge set out in Schedule 4 for processing cancellations;
 - ii any reasonable cost incurred by CityNet up to the point of cancellation; and



- iii CityNet's costs for remediating Building Lead-in Ducts and Lead-in Manholes to their original state before any work undertaken in relation to the Application.

7.3 Requesting Licensee to comply with approved plan

- a) Once CityNet has approved an installation plan (provided the Requesting Licensee has not withdrawn its Application) the Requesting Licensee must complete installation works within the timeframe approved by CityNet, provided such timeframe will be at least twenty-five (25) Business Days from access becoming available to the Requesting Licensee.
- b) If the Requesting Licensee cannot complete installation in the timeframe notified by CityNet for reasons outside the Requesting Licensee's reasonable control, it may notify CityNet prior to the expiry of the required timeframe, provide details, and request a reasonable extension of time.
- c) CityNet will respond to any extension request under clause 7.3b) within two (2) Business Days of receipt and will not unreasonably deny a request for extension.
- d) If the Requesting Licensee does not complete Underground Equipment installations within the timeframe notified by CityNet (including any extension of such timeframe), CityNet may, by notice to the Requesting Licensee, terminate its Application, in which case:
 - i the Requesting Licensee must file a new Application in accordance with this Schedule 2 in order to use the Building Lead-in Ducts or access Lead-in Manholes; and
 - ii CityNet may remove any Underground Equipment installed or partially installed in Lead-in Manholes or Building Lead-in Ducts at the Requesting Licensee's cost.
- e) If the Requesting Licensee cancels or postpones the installation of the approved Underground Equipment, it will pay CityNet any reasonable costs that CityNet has incurred up to the point of cancellation including but not limited to the cancellation Charge specified in Schedule 4.

7.4 Completion of installation works

- a) The Requesting Licensee must mark its Underground Equipment so as to clearly identify it as belonging to the Requesting Licensee in accordance with CityNet's reasonable directions issued from time to time.
- b) The Requesting Licensee must notify CityNet of the completion of installation of Underground Equipment and submit to CityNet within ten (10) Business Days from completion.



- c) The Requesting Licensee must submit a work completion report together with its notification of completion, which comprises of the following details for each Lead-in Manhole accessed:
- i the identification number for the Lead-in Manhole;
 - ii the start date and time for each day of physical access;
 - iii the end date and time for each day of physical access;
 - iv photographs of the Lead-in Manhole side wall showing the entry and the exit position of the approved Underground Equipment inside the Lead-in Manhole and the Building Lead-in Duct(s) used;
 - v photograph(s) of the approved Underground Equipment showing the way the approved Underground Equipment was installed in the Lead-in Manhole including the cable identification code for each Cable (which should be clearly labelled on the cable sheath);
 - vi where a Building Lead-in Duct seal is available for the Lead-in Manhole, photograph(s) of the Building Lead-in Duct seal inside the Lead-in Manhole showing that the Building Lead-in Duct seal was properly sealed; and
 - vii photograph(s) of the Lead-in Manhole cover showing that the Lead-in Manhole cover is properly closed (flush with its frame and the existing ground level, its number clearly visible) after physical access.
- d) If the Requesting Licensee cannot submit a work completion report in the timeframe required by clause 7.4c) due to circumstances beyond its reasonable control, it may request, and CityNet will, within two (2) Business Days from the date of receipt of such request, grant a reasonable extension.
- e) Any request for extension under clause 7.4d) must be received by CityNet before the last date on which a report is due under clause 7.4c).

7.5 Corrective action in relation to installation works

- a) If the Requesting Licensee fails to submit a work completion report in accordance with clause 7.4c) or fails to request (or comply with) an extension under clause 7.4d), CityNet may verify the work and take any corrective action necessary.
- b) If any photograph provided in the work completion report is not clear or, in CityNet's reasonable view, does not adequately demonstrate that Underground Equipment is installed and Building Lead-in Duct and Lead-in Manholes left in a state required by this Agreement, CityNet may within



ten (10) Business Days of receipt of the report require the Requesting Licensee to do one or more of the following:

- i reinstall or take other corrective action within a reasonable period notified by CityNet; and
 - ii re-submit the work completion report within ten (10) Business Days of CityNet's notification.
- c) If the Requesting Licensee does not adequately comply with a request under clause 7.5b), CityNet may verify the work and take any corrective action necessary.
- d) CityNet may at its own discretion, carry out inspections to confirm that the installations comply with the approved installation plan and this Agreement. Where the inspection reveals that an installation does not conform to the approved installation plan or this Agreement and such non-compliance disadvantages CityNet or jeopardises any Telecommunication System in the Building Lead-in Duct or Lead-in Manhole, CityNet may require the Requesting Licensee to:
- i reinstall the Underground Equipment; or
 - ii take such other corrective action as required by CityNet, within the reasonable timeframe required by CityNet.
- e) All of CityNet's rights to verify and inspect installation works, and all of the Requesting Licensee's obligations in relation to verification, inspection and remediation apply in respect of any reinstalled or remediated works.
- f) If the Requesting Licensee fails to take any corrective action required by CityNet, CityNet may:
- i suspend physical access; or
 - ii undertake any appropriate corrective action.
- g) If CityNet needs to verify, inspect or correct the Requesting Licensee's work, the Requesting Licensee must pay all costs reasonably incurred by CityNet.
- h) The Requesting Licensee will bear its own costs of reinstallation and corrective action under clause 7.5d).

8 Replacement of Underground Equipment

- a) The Requesting Licensee may replace, modify or rearrange existing Underground Equipment in a Building Lead-in Duct or Lead-in Manhole or to install additional Underground Equipment in the Building Lead-in Duct by following the procedure in this clause 8 provided that:



- i it does not require additional Building Lead-in Duct space or Lead-in Manhole access;
 - ii it does not require the construction of any additional Connection Duct; and
 - iii the new Underground Equipment is the same type and size as the Underground Equipment it is replacing.
- b) If a request to replace or add to Underground Equipment does not fall within the circumstances set out in clause 8, the Requesting Licensee must submit a new Application under clause 3.
- c) The Requesting Licensee must submit a request to replace Underground Equipment in the circumstances described in clause 8. The Requesting Licensee shall be liable for the costs incurred by CityNet in processing a request under this clause as specified in Schedule 4.
- d) A request under clause 8c) must contain the following information:
 - i purpose of replacement, modification or rearrangement;
 - ii date, time and duration of replacement, modification or rearrangement work;
 - iii detailed description of works and process to be carried out at each Lead-in Manholes;
 - iv Underground Equipment to be installed, replaced, modified or rearranged;
 - v any assistance required from CityNet (subject to agreement and charges);
 - vi a description of the precautions on how the Requesting Licensee would ensure that the replacement would not affect any existing plant or equipment; and
 - vii any other information which the Requesting Licensee believes would be useful to CityNet in assessing the request.
- e) Within five (5) Business Days of the receipt of the request under clauses 8c) and 8(d), CityNet will notify the Requesting Licensee whether the request is accepted or rejected. If CityNet does not meet the timeframe under this clause, CityNet will provide the Requesting Licensee with the remedy due (if any) under clause 1.2b)v.
- f) CityNet may reject a request under clause 8c) if CityNet reasonably believes that:



- i the replacement, modification or rearrangement reasonably affects any CityNet plant or equipment; or
 - ii the Requesting Licensee has, in CityNet's reasonable opinion, not complied in any other way with clause 8(d).
- g) Each obligation in relation to installation of Underground Equipment in clause 7 which is relevant to the replacement, modification or rearrangement of Underground Equipment (such as labelling of Underground Equipment and submission of a work completion report) will apply, to the extent applicable, to such replacement, modification or rearrangement.

9 Standard terms and conditions

9.1 Responsibilities of each Party

- a) CityNet will provide the shared use of Building Lead-in Ducts and access to Lead-in Manholes under this Schedule 2 on an "as-is-where-is" basis.
- b) The Requesting Licensee is responsible for the construction and maintenance of its Network including its Underground Equipment.
- c) CityNet is responsible for maintaining and administering the shared use of Building Lead-in Ducts and access to Lead-in Manholes under this Schedule 2.

9.2 Reporting and rectification of problems

- a) If in the course of installation, operation, maintenance, replacement or repair of its Underground Equipment, the Requesting Licensee detects a defect or problem in CityNet's equipment, plant, facilities, Building Lead-in Ducts or Lead-in Manholes, the Requesting Licensee must promptly notify CityNet and provide a detailed description of the defect or problem.
- b) In case of an issue under clause 9.2a), the Requesting Licensee may request that CityNet perform maintenance work on any affected Lead-in Manhole or Building Lead-in Duct to rectify any defect or problem.
- c) If CityNet, acting reasonably, considers that a defect or problem which is the subject of a request for maintenance work affects or is likely to affect the Requesting Licensee's use of the relevant Building Lead-in Duct or access to Lead-in Manhole, CityNet will within five (5) Business Days of receipt of the request provide the Requesting Licensee with an estimate of the time that CityNet will take to complete the maintenance work



including the estimated time needed to obtain any necessary approval from a third party under clause 9.2d) (**First Response**).

- d) CityNet will commence maintenance work on Building Lead-in Ducts and Lead-in Manholes (as relevant) within five (5) Business Days of the provision of a First Response under clause 9.2c), except where CityNet must obtain the consent, approval or permission of a third party to conduct such maintenance work, in which case CityNet will:
 - i within three (3) Business Days of the provision of the First Response under clause 9.2c), apply to the third party for the relevant consent, approval or permission; and
 - ii within five (5) Business Days of the receipt of such consent, approval or permission, commence the maintenance work.
- e) CityNet must complete any maintenance work within the timeframe notified to the Requesting Licensee under clause 9.2d). If CityNet fails to do so, CityNet will:
 - i as soon as reasonably practicable (but in any event, no later than five (5) Business Days before the expiry of the notified timeframe), notify the Requesting Licensee of a revised date for completion of the maintenance work; and
 - ii provide the Requesting Licensee with the remedy due (if any) under clause 1.2b)vi.
- f) A revised timeframe for the completion of maintenance work under clause 9.2e) does not affect the Requesting Licensee's right to a remedy under 1.2b)vi (if any such right otherwise exists); and
- g) If CityNet fails to complete the maintenance work within the timeframe notified to the Requesting Licensee under clause 9.2c) due to events outside CityNet's reasonable control, such failure does not constitute a breach of this RAO Agreement, provided that CityNet:
 - i notifies the Requesting Licensee as soon as practicable upon the occurrence of a delay;
 - ii states the cause of the delay; and
 - iii specifies a new date for the completion of maintenance work which is no longer than the period of delay caused by the event(s) outside CityNet's reasonable control.

9.3 Use and access by Requesting Licensee



- a) The Requesting Licensee must, in its use of Building Lead-in Ducts and access to Lead-in Manholes:
 - i take such action as a reasonably prudent Licensee would take, and avoid any act or omission which a reasonably prudent Licensee would avoid;
 - ii keep the Lead-in Manhole and its surrounding area free of debris and in a tidy and safe condition;
 - iii ensure that no flammable or toxic material is left in or around the Lead-in Manhole; and
 - iv correct or remove any fault, defect or problem with its Underground Equipment that may jeopardise CityNet's Building Lead-in Duct, Lead-in Manhole or equipment, plant, or facilities, or the equipment, plant, or facilities of any other FBO.
- b) If a fault, defect or problem with the Requesting Licensee's Underground Equipment causes or may cause damage to CityNet's Building Lead-in Duct, Lead-in Manhole or equipment, plant, or facilities or equipment, plant or facilities of any other FBO, the Requesting Licensee must:
 - i notify CityNet as soon as practicable; and
 - ii repair the fault, defect or problem or take other corrective action immediately.
- c) If CityNet, acting reasonably, determines that the Requesting Licensee's Underground Equipment poses an immediate risk of personal injury or significant property damage, it may, at the Requesting Licensee's cost, take any interim measure necessary to prevent such injury or damage, pending attendance by the Requesting Licensee to perform corrective work.

9.4 Maintenance and relocation by CityNet

- a) When both CityNet's and the Requesting Licensee's equipment, plant, facilities or other properties are damaged at the same location, CityNet has priority over the Requesting Licensee to work in Building Lead-in Ducts and Lead-in Manholes.
- b) CityNet is not responsible for the maintenance of the building owner's portion of any Building Lead-in Duct to which a shared use Licence is granted under this Schedule 2.



10 Unauthorised access To Building Lead-In Duct and Lead-In Manhole

- a) Without prejudice to any other rights CityNet may have (whether under contract, at law, or in equity), where CityNet identifies that the Requesting Licensee has accessed a Building Lead-in Duct or Lead-in Manhole without having obtained approval in accordance with this Schedule 2, CityNet may do any one or more of the following:
 - i suspend or terminate this Schedule 2 subject to notifying the Authority that a material breach of this Schedule 2 has occurred and obtaining an order from the Authority under the RAO Agreement for CityNet to suspend or terminate this Schedule 2;
 - ii direct the Requesting Licensee to, within five (5) Business Days of the notice, remove its Underground Equipment from the Building Lead-in Duct or Lead-in Manhole; and
 - iii direct the Requesting Licensee to, within two (2) Business Days of the notice, submit an Application in accordance with clause 3 for the relevant use and access.
- b) The Requesting Licensee must pay:
 - i the reasonable costs incurred by CityNet in investigating any unauthorised access; and
 - ii Charges in arrears for all unauthorised access or use, calculated by CityNet in accordance with Schedule 4, which will be due within ten (10) Business Days from the date of invoice.
- c) If the Requesting Licensee is directed to submit an Application under clause 10a)iii, the Requesting Licensee must provide documentary evidence of the date of installation of any unauthorised Underground Equipment at the same time.
- d) If the Requesting Licensee is unable to provide credible documentary evidence required under clause 10c), the date of installation will be deemed to have been the Effective Date of this RAO Agreement.
- e) If CityNet rejects an Application submitted pursuant to clause 10a)iii the Requesting Licensee:
 - i remains liable for all costs and Charges under clause 10b); and
 - ii must pay any Charges or costs associated with the Application set out in this Schedule 2; and



- iii must discontinue all unauthorised use and access and remove all unauthorised Underground Equipment from Building Lead-in Ducts and Lead-in Manholes within five (5) Business Days.
- f) If the Requesting Licensee does not remove its Underground Equipment as required under clauses 10a)ii or 10e)iii, CityNet may remove the Underground Equipment and the Requesting Licensee must pay for all reasonable costs associated with its removal.

11 Physical access procedure

11.1 General

When installing, accessing, operating or working around CityNet's Building Lead-in Duct or Lead-in Manhole, the Requesting Licensee must comply with:

- a) physical access procedures for underground plant in Annex 3 as amended from time to time by CityNet;
- b) the Standard Operating Procedures in Annex 2 and Annex 4 as amended by CityNet from time to time;
- c) all relevant restrictions, conditions or security requirements imposed by the Governmental Agency;
- d) all relevant codes and standards issued by the Authority or any other relevant governmental agency from time to time; and
- e) any reasonable written instructions provided to the Requesting Licensee by CityNet relating to particular circumstances not covered by the Annexes.

11.2 Scheduling of access

- a) Where more than one FBO requires access to Building Lead-in Ducts or Lead-in Manholes, CityNet or its nominee will, in its sole discretion, determine:
 - i the number and identity of parties allowed concurrent access; and
 - ii the sequence in which the FBOs, including the Requesting Licensee, will access the Building Lead-in Ducts and Lead-in Manholes.
- b) After scheduling access to Building Lead-in Ducts or Lead-in Manholes, for the Requesting Licensee, if:



- i CityNet subsequently requires access; or
 - ii CityNet receives a request from another FBO for access,

(each an **alternative access request**) during any time at which the Requesting Licensee has been granted access (each a **cross-over period**), CityNet will notify the Requesting Licensee and request details about the Requesting Licensee's reasons for access.
- c) If CityNet determines that an alternative access request is more urgent than the access scheduled to the Requesting Licensee, CityNet will notify the Requesting Licensee, and:
- i the Requesting Licensee's access will be suspended for the cross-over period; and
 - ii CityNet will, following consultation with the Requesting Licensee, reschedule the Requesting Licensee's access at an alternative time acceptable to the Requesting Licensee.

12 Marking of Underground Equipment

The Requesting Licensee must mark its Underground Equipment located in Building Lead-in Ducts and Lead-in Manholes, so as to clearly identify it as belonging to the Requesting Licensee and otherwise in accordance with CityNet's reasonable directions issued from time to time.

13 Requesting Licensee rights

The approval and provision of a Licence does not vest in the Requesting Licensee any right, title or proprietary interest in the relevant Building Lead-in Duct or Lead-in Manhole.

14 Term of licence

The Requesting Licensee's Licence (subject to all restrictions in this Agreement) commences on the date specified by CityNet under clause 6.2a) and continues until the earlier of:

- a) the termination or expiry of this Agreement; and



- b) a Party terminating usage or access in accordance with any right under this Schedule 2.

15 Suspension of licence

- a) Subject to clause 10.2 of the RAO Agreement, CityNet may suspend the Requesting Licensee's Licence until further notice if CityNet determines such use or access may cause physical or technical harm to any telecommunications network, system or services including but not limited to causing damage, interfering with or causing deterioration in the operation of CityNet's facilities, equipment or plant.
- b) CityNet may carry out repairs or upgrades to any one or more Building Lead-in Duct and Lead-in Manhole by giving fourteen (14) calendar days' notice to the Requesting Licensee.
- c) Without limiting the exclusions or limitations of liability in this Agreement, CityNet is not liable to the Requesting Licensee for any Loss or Claim resulting from, or in connection with, suspension of access to Building Lead-in Duct or Lead-in Manhole under this clause.
- d) Where a suspension under this clause 15 is due to the fault of the Requesting Licensee, the Requesting Licensee must compensate CityNet for all the reasonable costs it incurs in lifting the suspension after the Requesting Licensee has rectified its fault.

16 Termination of licence

16.1 Termination by Requesting Licensee

- a) The Requesting Licensee may terminate its Licence by giving one (1) month's written notice of termination.
- b) If a Requesting Licensee purports to terminate a Licence on less than one (1) month's notice, the Requesting Licensee will remain liable for all Charges which apply in relation to the Licence and use and access under that Licence for the period between the purported termination and the first date on which such a termination is allowed under clause 16.1a).

16.2 Termination by CityNet

- a) CityNet may terminate the Requesting Licensee's Licence with immediate effect by giving notice to the Requesting Licensee if:



- i the Requesting Licensee fails to complete any installation, relocation, repair in the time required under this Agreement (including any extension granted);
 - ii in CityNet's reasonable opinion, the Requesting Licensee is using a Building Lead-in Duct or accessing a Lead-in Manhole in contravention of an applicable law, licence, code, regulation or direction and CityNet has the necessary confirmation from the relevant Governmental Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;
 - iii the Requesting Licensee's approved Underground Equipment is used for a purpose other than for the purpose of the Requesting Licensee providing Telecommunication Services;
 - iv the Requesting Licensee locates equipment other than approved Underground Equipment in the Building Lead-in Duct or Lead-in Manhole;
 - v a Building Lead-in Duct or Lead-in Manhole has become unsafe for its purpose;
 - vi CityNet's right to own, maintain or operate a Building Lead-in Duct or Lead-in Manhole is revoked, terminates or expires; or
 - vii the shared use of a Building Lead-in Duct or access to a Lead-in Manhole causes or is likely to cause physical or technical harm to, or cause deterioration in the operation of any telecommunications network, system or services (whether of CityNet or any other person).
- b) CityNet may terminate the Requesting Licensee's Licence by giving ten (10) Business Days' prior written notice to the Requesting Licensee if the Requesting Licensee removes or abandons its Underground Equipment and the Requesting Licensee does not dispute such written notice by CityNet.
- c) If CityNet proposes to decommission any Building Lead-in Duct and/or associated Lead-in Manhole, CityNet may terminate the Requesting Licensee's use of, and access to, the Building Lead-in Duct and/or Lead-in Manhole by providing the Requesting Licensee with at least six (6) months' prior written notice.
- d) At any time during the term of licence to the shared use of the Building Lead-in Duct and/or access to a Lead-in Manhole, if access to that Building Lead-in Duct and/or the Lead-in Manhole is to be terminated because of the closure of a Building MDF room, CityNet must give the Requesting



Licensee at least six (6) months' prior notice before such event and if CityNet is unable to give such notice for circumstances beyond CityNet reasonable control, CityNet must notify the Requesting Licensee as soon as reasonably practicable upon being aware of any pending closure of the Building MDF room.

16.3 Mutual and automatic termination

- a) Either Party (Terminating Party) may terminate the Requesting Licensee's Licence if:
 - i the other Party is in breach of this Agreement and such breach remains unremedied for a period of:
 - A seven (7) calendar days after receiving notice from the Terminating Party to do so, if the breach is a service affecting breach; and
 - B fourteen (14) calendar days after receiving notice from the Terminating Party to do so, if the breach is a non-service affecting breach (including but not limited to failure to pay any sum for which the Requesting Licensee has been invoiced), or
 - ii the Authority:
 - A removes the requirement for CityNet to supply the relevant Licence; or
 - B exempts CityNet from supplying the Licence under this RAO Agreement.
- b) If this Schedule 2 or this RAO Agreement is terminated or expires for any reason, any Licence granted under this Schedule 2 and any use of, or access to, Building Lead-in Duct and Lead-in Manhole is also terminated.

17 Expiry of term of licence

17.1 Responsibility of parties on termination or expiry generally

- a) CityNet will take reasonable measures to minimise disruptions to the Requesting Licensee's operations that may result from the termination of a Licence.
- b) The Requesting Licensee will bear its own costs associated with the closure of the Building MDF room and the termination of a Licence.



- c) The Requesting Licensee will be solely responsible for making alternative arrangements to continue to provide its customers with services following any termination of a Licence.
- d) If the Requesting Licensee requests CityNet's assistance to implement alternatives to terminated use of, and access to, the Building Lead-in Duct and/or Lead-in Manhole within thirty (30) Business Days of such termination, CityNet will provide all reasonable assistance to implement such alternatives at the Requesting Licensee's cost.
- e) Nothing in this clause 17 restricts:
 - i CityNet's termination rights;
 - ii the Requesting Licensee's ultimate responsibility to find and implement alternatives; or
 - iii the Requesting Licensee's obligation to comply with the processes and procedures for the use of, and access to, Building Lead-in Ducts and Lead-in Manholes.

17.2 Obligation to remove Underground Equipment

- a) Upon expiry or termination of a Licence the Requesting Licensee must discontinue the use and access under that Licence and immediately remove its Underground Equipment.
- b) If the Requesting Licensee fails to discontinue the use and access of the Building Lead-in Duct and Lead-in Manhole, or fails to remove its Underground Equipment as required under clause 17.2a), CityNet may remove the Underground Equipment and the Requesting Licensee must pay CityNet all reasonable costs associated with such removal.
- c) Notwithstanding termination or expiry, the Requesting Licensee will continue to be responsible for all Charges (including recurring Charges for the use of, and access to, the Building Lead-in Duct and Lead-in Manhole) until the date immediately after the complete removal of its Underground Equipment from all Building Lead-in Ducts and Lead-in Manholes.
- d) Upon removal of the Requesting Licensee's Underground Equipment under clauses 17.2a) or 17.2b), CityNet will verify and restore the Building Lead-in Duct and Lead-in Manhole to their condition before installation of the Underground Equipment.
- e) The Requesting Licensee will pay all reasonable costs incurred by CityNet in verifying and restoring the Building Lead-in Duct and Lead-in Manhole under clause 17.2d), including the costs of updating CityNet's records, other than in circumstances where the Requesting Licensee's discontinuation of use and access is a direct result of CityNet's



decommissioning of the Building Lead-in Duct and associated Lead-in Manholes.

- f) Upon termination or expiry of the Requesting Licensee's Licence the Requesting Licensee must pay the Termination Charge specified in Schedule 4 unless the termination or expiry is a direct result of CityNet's decommissioning of the Building Lead-in Duct and Lead-in Manhole.

18 Sub-licensing

The Requesting Licensee must not assign a Licence, or sub-let the shared use of the Building Lead-in Duct or access to a Lead-in Manhole, under this Schedule 2.



Annex 1 Service Level Guarantees

1 Rebates for the shared use of Building Lead-In Duct and access to Lead-In Manhole request timeframes

Missed notification timeframe as to whether Application is accepted or rejected (clause 4a) by:	Rebate
1-30 calendar days	Number of days of delay x weekly recurring Charge
More than 30 calendar days	30 x weekly recurring Charge

2 Rebates for granting In-Principle Approval

Missed notification timeframe as to whether In-Principle Approval is granted or rejected (clause 4c) by:	Rebate
1-30 calendar days	Number of days of delay x weekly recurring Charge
More than 30 calendar days	30 x weekly recurring Charge

3 Rebates for Project Study timeframes

Missed timeframe for completion of a Project Study (clause 5.1) by:	Rebate
1-30 calendar days	Number of days of delay x weekly recurring Charge
More than 30 calendar days	30 x weekly recurring Charge

4 Rebates for Connection Duct construction timeframes

Missed timeframe for construction of a Connection Duct (clause 6.1e) by:	Rebate
1-30 calendar days	Number of days of delay x weekly recurring Charge



More than 30 calendar days	30 x weekly recurring Charge
----------------------------	------------------------------

5 Rebates for modified Underground Equipment

Missed notification timeframe for approval or rejection of Underground Equipment modification (clause 8e) by:	Rebate
1-30 calendar days	Number of days of delay x weekly recurring Charge
More than 30 calendar days	30 x weekly recurring Charge

6 Rebates for maintenance work on a Building Lead-In Duct or Lead-In Manhole

Missed timeframe for maintenance of a of a Building Lead-In Duct or Lead-In Manhole (clause 9.2d) by:	Rebate
1-30 calendar days	Number of days of delay x weekly recurring Charge
More than 30 calendar days	30 x weekly recurring Charge

7 Claim procedures

- a) A claim by the Requesting Licensee must be made in writing within fourteen (14) calendar days of the end of the relevant calendar month in which the Service Level Guarantees apply.
- b) The amount payable in respect of any claim will be paid to the Requesting Licensee in the form of a rebate.
- c) The Requesting Licensee acknowledges that a failure to make a claim within the specified timeframes under this clause is deemed to be a waiver of any entitlement to the Service Level Guarantee payment in respect of that claim.
- d) If the Requesting Licensee is entitled to a rebate pursuant to the claim made under this Annex 1, then the amount of the rebate will be credited into the Requesting Licensee's account after it has been processed by CityNet and will be reflected in CityNet's bill to the Requesting Licensee in accordance with CityNet's billing cycle.
- e) The guarantee and rebates provided by CityNet under this Annex 1 are:



- i of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and
 - ii subject to this RAO Agreement, Schedule and Annex.
- f) Despite anything to the contrary in this section, if the Requesting Licensee qualifies for any claim under this Annex 1, CityNet shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Requesting Licensee qualifies for a claim or as to the quantum of the claim payable to the Requesting Licensee, the dispute will be resolved in accordance with the dispute resolution provisions in Schedule 5 the RAO Agreement, or in the case of a Billing Dispute, in accordance with Schedule 4 of the RAO Agreement.



Annex 2 SOP on prevention of damage to Building Lead-In Ducts and Lead-In Manholes

- (a) The Requesting Licensee must purchase service layout plans from CityNet in respect of each Lead-in Manhole to which access is provided under this Agreement.
- (b) The Requesting Licensee will, in accordance with section 29(1) of the Act, submit an earthwork notification form to CityNet at least seven (7) calendar days before the commencement of any earthwork to connect to CityNet's Connection Duct(s). When working in or around the vicinity of Building Lead-in Ducts, Lead-in Manholes or any other CityNet or third party FBO underground equipment, underground plant or underground facilities, the Requesting Licensee will engage licensed telecommunications cable detection workers and carry out trial holes by manual digging in order to determine the location, depth and alignment of such underground equipment, underground plant and underground facilities and prevent any damage.
- (c) The Requesting Licensee must use visible markings (such as poles, tapes, painting, etc.) to indicate the position of CityNet's Building Lead-in Ducts, Lead-in Manholes and any other CityNet or third party FBO underground equipment, underground plant or underground facilities.
- (d) If necessary, the Requesting Licensee will arrange a site meeting with CityNet at the Requesting Licensee's cost to co-ordinate the routing of the Requesting Licensee's ducts when working in or near the vicinity the CityNet's Building Lead-in Ducts and Lead-in Manholes.
- (e) If the Requesting Licensee is unable to correctly and accurately determine the location, depth and alignment of CityNet's Building Lead-in Ducts and Lead-in Manholes, the Requesting Licensee must seek CityNet's assistance to ascertain those locations and must pay CityNet's reasonable costs in providing such assistance.
- (f) The Requesting Licensee must not expose Building Lead-in Ducts, Lead-in Manholes or any other CityNet or third party FBO underground equipment, underground plant or underground facilities without CityNet's prior written approval.
- (g) If the Requesting Licensee seeks an approval under clause (f), the Requesting Licensee will submit to CityNet the reasons why exposing the Building Lead-in Ducts, Lead-in Manholes or other CityNet or third party FBO underground equipment, underground plant or underground facilities is necessary and unavoidable and all measures that will be taken to support and protect the exposed Building Lead-in Ducts, Lead-in



Manholes and other CityNet or third party FBO underground equipment, underground plant and underground facilities.

- (h) The Requesting Licensee will keep CityNet informed regarding the dismantling of supports.
- (i) The Requesting Licensee will inform CityNet regarding the back-filling procedure after exposure of any Building Lead-in Duct, Lead-in Manhole and other CityNet or third party FBO underground equipment, underground plant and underground facilities.
- (j) The Requesting Licensee will disseminate information regarding CityNet's Building Lead-in Ducts, Lead-in Manholes and other CityNet or third party FBO underground equipment, underground plant and underground facilities layout to the Requesting Licensee's contractors, sub-contractors and machine operators carrying out the work.
- (k) The Requesting Licensee will submit a work schedule and installation plan to CityNet where works are to be carried out in or around the vicinity of CityNet's Building Lead-in Ducts, Lead-in Manholes and other CityNet or third party FBO underground equipment, underground plant and underground facilities.
- (l) The Requesting Licensee will report immediately on any damage caused in connection with the installation works or otherwise caused to CityNet's Building Lead-in Ducts, Lead-in Manholes and other CityNet or third party FBO underground equipment, underground plant and underground facilities at a telephone number to be designated by CityNet.
- (m) The Requesting Licensee must not dig trial holes using machinery such as JCB or excavator.
- (n) The Requesting Licensee must not carry out any excavation, soil investigation, piling or earthworks in the vicinity of CityNet's Building Lead-in Ducts, Lead-in Manholes and other CityNet or third party FBO underground equipment, underground plant and underground facilities without confirming their actual positions.
- (o) The Requesting Licensee will not cover up any of Lead-in Manholes with earth or building materials.
- (p) The Requesting Licensee must not assume that Building Lead-in Ducts are constructed in a straight run.
- (q) The Requesting Licensee must not cover up or attempt to repair any damage to CityNet's Building Lead-in Ducts, Lead-in Manholes and other CityNet or third party FBO underground equipment, underground plant



and underground facilities, but rather report such damages to CityNet immediately.

- (r) The Requesting Licensee will not dismantle any support for CityNet's Building Lead-in Ducts, Lead-in Manholes and other CityNet or third party FBO underground equipment, underground plant and underground facilities without informing CityNet and obtaining CityNet's consent.
- (s) The Requesting Licensee must not assume that the depth of CityNet's underground plant is only 1.5 metres.
- (t) The Requesting Licensee must not remove any concrete encasement around CityNet's pipeline after exposing it unless CityNet gives prior written approval.
- (u) CityNet may issue reasonable "Do's and Don'ts" to the Requesting Licensee so as to safeguard to CityNet's Building Lead-in Ducts, Lead-in Manholes and other CityNet or third party FBO underground equipment, underground plant and underground facilities, and the Requesting Licensee must comply with such "Do's and Don'ts".



Annex 3 Physical access procedure for Lead-In Manhole

1 General

- a) The physical access procedures in this Annex 3 apply to all Lead-in Manholes to which the Requesting Licensee is granted access.
- b) No procedure set out in this Annex 3 is intended by either Party to apply in relation to any Lead-in Manhole to which access has not been provided under a Schedule to this Agreement, and neither Party may attempt to use these procedures in relation to such Lead-in Manholes.

2 Workers to be approved

- a) The Requesting Licensee must provide to CityNet a master list of persons nominated by the Requesting Licensee to have physical access to Lead-in Manhole (the **Master List**).
- b) CityNet may issue a prescribed form in which the Master List must be provided. At the Effective Date, the prescribed form of the Master List is set out in Attachment E to this Schedule 2. The Master List must contain at least the following details for each person listed:
 - i full name;
 - ii company name and license no.;
 - iii IC/Passport number;
 - iv a copy of Safety Instruction Course (SIC)/Safety Orientation Course (SOC) Certificate and its expiry date; and
 - v contact number; and
 - vi fax number.
- c) The Master List must be maintained and updated by the Requesting Licensee with a new Master List provided to CityNet whenever any amendments are made to the then-current Master List.
- d) The Requesting Licensee must ensure that workers listed in the Master List are Singaporeans, Singapore Permanent Residents or holders of valid work permits.
- e) The Requesting Licensee must pay Charges specified in Schedule 4 for CityNet to process the Requesting Licensee's Master List.



- f) No person will be permitted physical access to any Lead-in Manhole unless listed on the Master List and in possession of a current valid Letter of Authorisation issued by CityNet in the form set out in Attachment D to this Schedule 2.

3 Physical access request

- a) Except for emergency access provided under clause 4, access to a Lead-in Manhole will only be provided on a Business Day.
- b) If the Requesting Licensee wishes to obtain physical access to a Lead-in Manhole, it must submit a request in writing at least five (5) Business Days before the requested physical access date (an **Access Request**).
- c) CityNet may issue a prescribed form in which an Access Request must be submitted. At the Effective Date, the prescribed form of the Access Request is set out in Attachment B to this Schedule 2. An Access Request must at least contain:
 - i the purpose for which physical access is requested;
 - ii the identity of the senior person who will be present and who will be responsible for the persons who will physically access the Lead-in Manhole;
 - iii a complete list of the persons who may physically access the Lead-in Manhole on the relevant date of access;
 - iv a copy of a valid foreign worker's work permit for each person who is neither a Singaporean nor a Singapore Permanent Resident;
 - v an estimate of the time during which physical access is requested; and
 - vi the specific Lead-in Manhole to which physical access is requested.
- d) The Access Request may only nominate up to a maximum of eight (8) people for whom physical access is requested.
- e) Prior to physical access actually being granted, the Requesting Licensee must notify CityNet the names of up to four (4) person(s) from the Access Request who will actually physically access the Lead-in Manhole.
- f) Within two (2) Business Days of receipt of an Access Request, CityNet will advise the Requesting Licensee whether the access has been approved.
- g) The Requesting Licensee may apply for expedited approval for urgent physical access other than emergency access and in those circumstances



must pay any additional Charge notified by CityNet from time to time for expedited processing.

- h) An approval under clause 3f) will be in the Letter of Authorisation as set out in Attachment D sent by CityNet by facsimile.
- i) If CityNet approves an Access Request, each Party will comply with the terms and conditions set out in clause 6 in relation to physical access pursuant to that Access Request.
- j) If, after granting an Access Request from the Requesting Licensee, CityNet is informed of urgent physical access required by another FBO, CityNet may notify the Requesting Licensee that its grant of physical access has been rescheduled in accordance with Schedule 2.
- k) The Requesting Licensee must pay the Charges specified in Schedule 4 in relation to Access Request processing.

4 Emergency physical access request

- a) The Requesting Licensee must submit to CityNet a list of designated senior personnel on the Master List who are authorised to request emergency physical access (**Emergency Access**).
- b) If Emergency Access is required, the Requesting Licensee must first obtain CityNet's consent for access by telephone using the designated telephone number of CityNet's Fault Control Centre.
- c) If CityNet grants the Requesting Licensee Emergency Access to a Lead-in Manhole, the Requesting Licensee must provide CityNet, via facsimile, a written confirmation of Emergency Access in accordance with the prescribed form in Attachment C to this Schedule 2 by the first Business Day following the granting of access.
- d) Each request for Emergency Access under clause 4b) and each confirmation under clause 4c) must specify:
 - i) full name each person to be granted (or granted) Emergency Access;
 - ii) the full name of the requesting person;
 - iii) NRIC number for each Singaporean or Singapore Permanent Resident to be granted (or granted) Emergency Access;
 - iv) passport number and valid foreign worker's work permit number for each person to be granted (or granted) Emergency Access who is neither a Singaporean nor a Singapore Permanent Resident;



- v a copy of a valid foreign worker's work permit for each person to be granted (or granted) Emergency Access who is neither a Singaporean nor a Singapore Permanent Resident;
 - vi contact number each person to be granted (or granted) Emergency Access;
 - vii details of the Emergency (including whether it is service affecting or non-service affecting) or reason for requesting access outside a Business Day;
 - viii the identity of the senior person who will be present and who will be responsible for the persons who will be accessing the Lead-in Manhole;
 - ix a complete list of the persons (limited to a maximum of 4) who will be accessing the Lead-in Manhole;
 - x an estimate of the time during which physical access is requested; and
 - xi the specific Lead-in Manhole to which physical access is requested.
- e) CityNet will notify the Requesting Licensee within one (1) hour of receiving a request for Emergency Access of whether the request has been approved.
- f) CityNet may reject an Emergency Access request, or revoke an approval for Emergency Access where:
- i the request is for physical access to Lead-in Manhole to which access has not been approved under a Schedule to this Agreement;
 - ii the persons listed on the request do not appear on the Master List or CityNet or a relevant authority has barred one or more such person from physical access;
 - iii any person listed on the request is not Singaporean, Singapore Permanent Resident or a holder of a valid foreign worker's work permit;
 - iv the SIC/SOC Certificate of any person listed on the request has expired;
 - v CityNet determines that the physical access or work to be performed by the Requesting Licensee may breach clause 6b);
 - vi CityNet determines that the area is unsafe;



- vii the Requesting Licensee is in breach of this Agreement and such breach continues and remains unremedied at the time of the request; or
 - viii The Requesting Licensee is in breach of the Workplace Safety and Health Act.
- g) Upon approval under clause 4e), physical access will be permitted on an interim basis only.
 - h) Physical access under clause 4e) will be for a maximum period of eight (8) hours unless otherwise agreed. CityNet will not withhold its agreement unreasonably.
 - i) Where CityNet approves a request for Emergency Access, each Party will comply with the terms and conditions set out in clause 6. In addition:
 - i CityNet may appoint a co-ordinator to physically oversee any Emergency works (**Emergency Works Co-ordinator**);
 - ii CityNet may make the grant of Emergency Access conditional upon the Emergency Works Co-ordinator's presence on site; and
 - iii the Requesting Licensee shall not be liable for the costs in relation to the appointment of the Emergency Works Co-ordinator;
 - iv the Requesting Licensee must comply with all directions from the Emergency Works Co-ordinator.
 - j) Where, in an Emergency, both CityNet and the Requesting Licensee require Emergency Access to undertake corrective action, the Requesting Licensee acknowledges that CityNet has priority.
 - k) Where, in an Emergency, two or more FBOs including the Requesting Licensee require Emergency Access to undertake corrective action, CityNet may, in its absolute discretion, determine the order of priority for access and may reallocate priorities as the Emergency and Emergency works develop or are better assessed.
 - l) The Requesting Licensee must pay CityNet the Charge specified in Schedule 4 in relation to processing of a request for Emergency Access.

5 Rejection of physical access request

- a) CityNet may reject an Access Request other than a bona fide Emergency Access request under clause 4, or revoke an approval for physical access where:



- i the request is not in the prescribed form or does not contain all the required information;
 - ii the request is for physical access to Lead-in Manhole to which access has not been approved under a Schedule to this Agreement;
 - iii the persons listed on the request do not appear on the Master List or CityNet or a relevant authority has barred one or more such person from physical access;
 - iv any person listed on the request is not Singaporean, Singapore Permanent Resident or a holder of a valid foreign worker's work permit;
 - v the SIC/SOC Certificate of any person listed on the request has expired;
 - vi CityNet has scheduled work for the time access has been requested by the Requesting Licensee;
 - vii CityNet determines that the physical access or work to be performed by the Requesting Licensee may breach clause 6b);
 - viii CityNet determines that the area is unsafe;
 - ix the Requesting Licensee is in breach of this Agreement and such breach continues and remains unremedied at the time of the request; or
 - x The Requesting Licensee is in breach of the Workplace Safety and Health Act.
- b) If CityNet rejects a request for physical access under clause 5a), CityNet will provide the Requesting Licensee with its reasons for rejection.

6 Conditions of physical access

- a) CityNet may refuse any person physical access to, or require that person to be removed from, a site where:
 - i that person cannot, upon request, produce a current valid Letter of Authorisation and any identification card which is issued by CityNet;
 - ii CityNet has previously notified the Requesting Licensee of problems with that person (eg. the person has breached safety requirements or Standard Operating Procedures);
 - iii the person has been barred by CityNet under this Agreement; or



- iv in the sole opinion of CityNet, the person's action or non-action may cause damage to CityNet's properties or may compromise or threaten safety.
- b) The Requesting Licensee must not do or omit to do anything in connection with physical access which may:
 - i threaten the safety of any person;
 - ii interfere physically or electrically with the delivery of telecommunications services supplied or to be supplied by CityNet or any other FBO;
 - iii jeopardise the integrity or confidentiality of communications within CityNet's Network;
 - iv threaten the security of CityNet's Lead-in Manhole; or
 - v cause damage to CityNet's Lead-in Manhole.
- c) The Requesting Licensee must ensure the following in relation to Lead-in Manholes to which it has been granted access:
 - i only persons with a current and valid Letter of Authorisation can gain physical access;
 - ii physical access is gained only to the Lead-in Manhole or part thereof for which approval has been granted;
 - iii each person gaining physical access signs a log book maintained by the Requesting Licensee in which is recorded the full name of the person, IC/passport number, date and time of entry and departure;
 - iv the applicable Standard Operating Procedures and any written instructions (relating to particular circumstances not covered by the Standard Operating Procedures) are followed;
 - v the Lead-in Manhole is left in a safe and tidy condition; and
 - vi the Requesting Licensee's senior person informs CityNet when work has been completed and all Requesting Licensee personnel have left the Lead-in Manhole.
- d) No still, motion or digital cameras, film, negatives, tape or digital recorders, explosives, inflammables, cigarettes, lighters or equipment with electromagnetic emissions or radiation are allowed in any Lead-in Manhole.
- e) CityNet may inspect the logbook referred to in clause 6.3(c) at any time.



- f) Where, for whatever reason, the Requesting Licensee decides that a person nominated by it should no longer be permitted physical access it must immediately notify CityNet and provide an updated Master List.
- g) CityNet may terminate physical access to a specific Lead-in Manhole where:
 - i the physical access causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of CityNet or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of CityNet's Network;
 - ii that the area is unsafe; or
 - iii that the Requesting Licensee is in breach of any provision of this Agreement.
- h) Without prejudice to any other rights CityNet may have (whether under contract, at law, or in equity), where the Requesting Licensee or its agents or contractors:
 - i gains unauthorised entry to any Lead-in Manhole or part thereof;
 - ii uses, or attempts to use, a Letter of Authorisation for any purpose other than the purpose for which it was granted;
 - iii breaches safety requirements or Standard Operating Procedures; or
 - iv has threatened safety, integrity or a confidentiality obligation,
- i) physical access may be immediately terminated and the person(s) involved will be barred from any further access or entry to any CityNet facility.
- j) The Requesting Licensee must not grant a third party (other than approved contractors) physical access to Lead-in Manhole to which the Requesting Licensee has been granted physical access under Schedule 2 and this Annex 3.

7 Compliance with the Workplace Safety And Health Act (Chapter 354A)

- a) CityNet and the Requesting Licensee acknowledge and agree that:
 - i for the purpose of the Workplace Safety and Health Act (Chapter 354A), the Lead-in Manholes are a "factory" and therefore, a "workplace" (as those terms are defined in the Workplace Safety and Health Act (Chapter 354A)); and



- ii CityNet and the Requesting Licensee each have various responsibilities and obligations under the Workplace Safety and Health Act (Chapter 354A) in relation to the Lead-in Manholes.
- b) The Requesting Licensee will procure that itself and its contractors, when accessing the Lead-in Manholes, will comply with the following:
 - i the various responsibilities and obligations under the Workplace Safety and Health Act (Chapter 354A); and
 - ii all relevant instructions or requirements issued by the Authority or any other relevant governmental agency from time to time with regards to safety at the workplace.



Annex 4 Standard operating procedures for working in Lead-In Manholes and cable pulling

1 Introduction

This Annex 4 provides the Standard Operating Procedures for Working inside Lead-in Manholes and cable-pulling inside Lead-in Manholes.

2 Working inside Lead-In Manholes

- a) The Requesting Licensee must place all approved temporary road signing equipment (such as signboards, barricades, traffic cones, blinker lamps and revolving lamps) bearing the logo and names of the Requesting Licensee and its contractor at each site in advance of, and for the duration of, its work.
- b) Road signing equipment must as a minimum requirement accord with the LTA Temporary Signing Manual (1988 edition) or, where relevant, the Code of Practice For Temporary Traffic Control issued by LTA (as applicable) and any subsequent amendment of either.
- c) If a site condition is extra hazardous (for example, due to high speed traffic, road bend, road incline or obstruction by shrubs or trees) the Requesting Licensee must erect additional temporary road signing equipment to mitigate the effect of such hazards.
- d) It is the Requesting Licensee's obligation to determine each safety standard, manual, code or other regulation or guideline which applies to site works.
- e) To the extent any safety standard, manual, code or other regulation or guideline contradicts a requirement under this Agreement, the Requesting Licensee will notify CityNet and seek its prior written waiver of any non-compliance with this Agreement.
- f) The Requesting Licensee must remove all debris and left-over material from inside and around the vicinity of the Lead-in Manhole.
- g) The Requesting Licensee must ensure that the Lead-in Manhole and its surrounding area are cleaned and no flammable or toxic material is left in or around the Lead-in Manhole.
- h) The Requesting Licensee must ensure that Lead-in Manhole covers are flush with the surface when closed.
- i) The Requesting Licensee must seal all key-holes on the Lead-in Manhole cover with a polypropylene insert or other appropriate material



reasonably agreed by the parties, to prevent water from collecting inside the key-holes.

3 Cable pulling inside Lead-In Manholes

- a) The Requesting Licensee must provide detailed information on the work method statement for Cable pulling to CityNet for its approval.
- b) Information provided under clause 3a) must include a work method statement on how the Requesting Licensee will prevent damage to existing cables found inside the Lead-in Manholes.
- c) Work methods must be consistent with any guidelines issued by CityNet from time to time.
- d) The Requesting Licensee must:
 - i ensure that its Cable is laid against one side of the wall and supported on cable bearers in the Lead-in Manhole, provided space is available for installation of the cable bearers;
 - ii ensure that its Cable is at all times properly secured to any cable bearers installed;
 - iii obtain from CityNet the necessary cable bearer(s) prior to installing its cable; and
 - iv ensure that its Cable does not cause obstruction in the Lead-in Manhole.
- e) If the Requesting Licensee's Cable obstructs a Lead-in Manhole, CityNet may require, and the Requesting Licensee will immediately remove such obstruction.
- f) On each cable sheath, the Requesting Licensee must clearly identify that it is the owner of the Cables at one (1) metre intervals.
- g) The Requesting Licensee must use a different colour Cable from existing cable installed in the Lead-in Manhole for the entire strip of Cable installed.
- h) The Requesting Licensee must not construct or place any cable joint inside CityNet's Lead-in Manhole.
- i) The Requesting Licensee must use CityNet approved gas and watertight duct seal to reinstate affected duct seal(s) in Lead-in Manholes after cable pulling work.



Attachment A Order for Building Lead-In Duct Space and Lead-In Manholes

The Requesting Licensee	
Date of Application : _____	Application Reference Number : _____
Estate/street name and block number : _____	
Lead-In Manhole number : _____	
Number of Connection Ducts required : _____	
No of Cables (inc type, sizes and pairs) : _____	
No of Building Lead-In Ducts required : _____	
For access to MDF, TER or riser number : _____	
(Requesting Licensee must attach a plan map indicating the manhole location.)	
On Behalf of the Requesting Licensee	
Sign: _____	Name of Requesting Licensee: _____
Name: _____	(Company name)
Designation: _____	Requesting Licensee BRN: _____
Department: _____	
Contact No: _____	
Fax Number: _____	Company Stamp: _____
Processing Status	
Received Date : _____ Queue Status : _____ Processed Date : _____	



Attachment B Request for physical access to Building Lead-In Duct and/or Lead-In Manhole

The Requesting Licensee
<p>Date of Application: _____ Application Reference Number: _____</p> <p>Approval for Physical Access is sought for the purpose of : _____</p> <p>[Reason] _____</p> <p>Manhole number: _____</p> <p>Requested Date / Time of Access: _____</p> <p>Estimated Duration of Access: _____</p> <p>Name of Person(s) for which Physical Access is requested. (Please attach separate sheet if space is insufficient).</p> <p>1. _____ [Name of Senior Person & NRIC No, or Passport No & Work Permit No (where applicable)]</p> <p>2. _____ [Name & NRIC No, or Passport No & Work Permit No (where applicable)]</p> <p>3. _____ [Name & NRIC No, or Passport No & Work Permit No (where applicable)]</p> <p>4. _____ [Name & NRIC No, or Passport No & Work Permit No (where applicable)]</p>
On Behalf of the Requesting Licensee
<p>Sign: _____ Name of Requesting Licensee: _____ (Company name)</p> <p>Name: _____</p> <p>Designation: _____ Requesting Licensee BRN: _____</p> <p>Department: _____</p> <p>Contact No: _____</p> <p>Fax Number: _____ Company Stamp: _____</p>
CityNet's Reply to the Requesting Licensee
<p><input type="checkbox"/> Application returned <input checked="" type="checkbox"/> – illegible/incomplete</p> <p><input type="checkbox"/> Not approved Reason for rejection: _____</p> <p><input type="checkbox"/> Approved subject to details and conditions given in the attached Letter of Authorisation</p>
On Behalf of CityNet
<p>Sign: _____ Contact Number: _____</p> <p>Name: _____ Fax Number: _____</p> <p>Date: _____</p>
Processing Status
<p>Received Date : _____ Queue Status : _____ Processed Date : _____</p>



Attachment C Request for emergency physical access to Building Lead-In Duct and/or Lead-In Manhole

The Requesting Licensee
<p>Date of Application: _____ Application Reference Number: _____</p> <p>Approval for Emergency Physical Access is sought for the purpose of : _____</p> <p>[Reason]</p> <p>Manhole number: _____</p> <p>Requested Date / Time of Access: _____</p> <p>Estimated Duration of Access: _____</p> <p>Name of Person(s) for which Emergency Physical Access is requested. (Please attach separate sheet if space is insufficient).</p> <p>1. _____ [Name of Senior Person & NRIC No, or Passport No & Work Permit No (where applicable)]</p> <p>2. _____ [Name & NRIC No, or Passport No & Work Permit No (where applicable)]</p> <p>3. _____ [Name & NRIC No, or Passport No & Work Permit No (where applicable)]</p> <p>4. _____ [Name & NRIC No, or Passport No & Work Permit No (where applicable)]</p>
On Behalf of the Requesting Licensee
<p>Sign: _____ Name of Requesting Licensee: _____ (Company name)</p> <p>Designation: _____ Requesting Licensee BRN: _____</p> <p>Department: _____</p> <p>Contact No: _____</p> <p>Fax Number: _____ Company Stamp: _____</p>
CityNet's Reply to the Requesting Licensee
<p><input type="checkbox"/> Application returned – illegible/incomplete</p> <p><input type="checkbox"/> Not approved Reason for rejection: _____</p> <p><input type="checkbox"/> Approved subject to details and conditions given in the attached Letter of Authorisation</p>
On Behalf of CityNet
<p>Sign: _____ Contact Number: _____</p> <p>Name: _____ Fax Number: _____</p> <p>Date: _____</p>
Processing Status
<p>Received Date : _____ Queue Status : _____ Processed Date : _____</p>



Attachment D Letter of Authorisation for physical access to Building Lead-In Duct and/or Lead-In Manhole

LETTER OF AUTHORISATION

This Letter of Authorisation is issued in conjunction with the final approval given to the request application via reference _____ date _____

It must be carried in the possession of the senior person at all time during the duration of access granted to Building Lead-In Duct and/or Lead-In Manhole as indicated below:

Location of Manhole, and Manhole number for access : _____	
Name of Person(s) granted to access :	
1. _____ [Name of Senior Person & NRIC No / Passport No]	
2. _____ [Name & NRIC No / Passport No]	
3. _____ [Name & NRIC No / Passport No]	
4. _____ [Name & NRIC No / Passport No]	
Approved Date of Access: _____	
Approved Time of Access: _____	
Approved Duration of Access: _____	
On Behalf of CityNet	
Sign: _____	Contact Number: _____
Name: _____	Fax Number: _____
Date: _____	



Attachment E Master list for physical access to Building Lead-In Duct and/or Lead-In Manhole

S/n	Name	Company Name / Requesting Licensee A's Contactor Name	NRIC / Passport No.	SIC/ SOC No.	SIC/ SOC expiry date	Contact Tel No.	Fax No.
1	Richard Tan	Requesting Licensee A	1234567C	8888999	30/12/2009	68888999	62899848
2	Yeh Sing Ping	Pipe Construction Pte Ltd	3333444A	7777788	12/11/2009	67777888	62885678
	<i>Two examples for reference.</i>						



Attachment F Work method statement guidelines

The Requesting Licensee's work method statement must:

- (a) describe in sufficient detail, either in pictorial or photographic form, where the Requesting Licensee intends to install its equipment (including cables).
- (b) indicate the position of the Requesting Licensee's installation or work area relative to CityNet's existing plant (including cables and fixtures) at the site;
- (c) identify the equipment, plant, fixtures and cables that will be directly affected during its installation; and
- (d) describe in sufficient detail, either in pictorial or photographic form, how the Requesting Licensee proposes to prevent damage to the equipment, plant, fixtures and cables.



Schedule 4 Billing and Charges

1 General

This Billing Schedule describes the general billing and settlement procedures in respect of Charges for Services provided under this RAO Agreement and recoupable costs, as well as the procedures for settling any disputes relating to Billing. More detailed Billing requirements relating to individual services are contained in the individual service Schedules where relevant.

2 Charges

- a) The Parties agree to pay the following Charges where applicable in accordance with clauses 5 and 6 of the main body of this RAO Agreement, and the Billing and settlement requirements set out in this Schedule.
- b) Except where otherwise indicated, if Charges are expressed to be estimates in this Schedule or elsewhere in this RAO Agreement, CityNet reserves the right to adjust these Charges from time to time subject to approval from the Authority, and the Parties agree to pay the Charges as adjusted from time to time.
- c) For the avoidance of doubt, if CityNet incurs additional costs in relation to the provision of Services set out in this RAO Agreement to the Requesting Licensee which cannot otherwise be recovered by CityNet as a Charge under this Schedule, CityNet may recover these costs from the Requesting Licensee in accordance with the procedures set out in the relevant Schedule.
- d) Where CityNet has to determine Charges payable by the Requesting Licensee in this Schedule on a one-time and case-by-case basis, CityNet shall determine the Charges in accordance with the provisions of this RAO Agreement. Where the Requesting Licensee disputes CityNet's determination of such Charges, the parties shall resolve such dispute in accordance with Schedule 5 of the RAO Agreement.

3 Billing and settlement

- a) CityNet will issue invoices to the Requesting Licensee on a monthly basis in arrears in accordance with this clause 3.
- b) Within thirty (30) calendar days of the end of each calendar month, CityNet will invoice the Requesting Licensee for:
 - i all Charges incurred by the Requesting Licensee during that calendar month;



- ii any additional costs recoverable in accordance with this RAO Agreement; and
 - iii any GST payable in connection with those Charges or costs.
- c) CityNet must calculate the Charges payable by the Requesting Licensee during each calendar month in accordance with the principles set out in this Schedule 4.
- d) Where a variation in the arrangements established by this RAO Agreement results in Charges becoming payable in respect of a particular Building Lead-in Duct or Lead-in Manhole for part of a calendar month, CityNet will invoice to the Requesting Licensee on a pro-rated daily basis in respect of the Charges for those Building Lead-in Ducts and Lead-in Manholes.
- e) CityNet will ensure that:
 - i the Charges set out in each invoice are quoted in Singapore Dollars;
 - ii each invoice contains such information as is reasonably required to identify the goods or services to which the Charges relate; and
 - iii each invoice issued under this clause 3 is a tax invoice for the purposes of the GST Act.

4 Payment

- a) Subject to clause 7, the Requesting Licensee must pay to CityNet the full amount set out in an invoice within thirty (30) calendar days of receiving that invoice (the **Due Date**).
- b) If the Requesting Licensee raises a Billing Dispute in accordance with clause 7, then the Requesting Licensee:
 - i may withhold payment of the disputed amount identified in the Billing Dispute Notice until that Billing Dispute is resolved; and
 - ii must pay the undisputed amount set out in the invoice by the Due Date.
- c) All payments made by the Requesting Licensee in respect of invoices must be:
 - i paid by cheque, banker's draft, cashier's order or electronic funds transfer directly to CityNet's nominated bank



- ii account or by such other means that may be agreed between the parties;
 - iii paid without any set-off or counter-claim, and free of any withholding or deduction; and
 - iv accompanied by sufficient information as is reasonably required by CityNet to properly allocate payments received.
- d) Each invoice payment made by the Requesting Licensee will be treated as being received by CityNet when that payment is credited to CityNet's nominated bank account.
- e) If an invoice payment made by the Requesting Licensee is dishonoured, then that payment will be treated as not having been received by CityNet until it is successfully re-credited to CityNet's nominated account.
- f) In addition to charging interest in accordance with this Schedule or exercising any other rights CityNet has at law or under this RAO Agreement, where an undisputed amount is outstanding and remains unpaid for more than seven (7) calendar days after it is due for payment, CityNet reserves the right to take action, without further notice to the Requesting Licensee, to recover any such amount as a debt due to CityNet. CityNet will not, however, take such action if it amounts to suspension or termination of this RAO Agreement without following the procedures outlined in clauses 10 and 11 respectively of the main body of this RAO Agreement.

5 Interest

- a) If the Requesting Licensee does not pay any sum payable under this RAO Agreement by its Due Date, the Requesting Licensee will pay interest on the amount from time to time outstanding in respect of that overdue sum.
- b) Interest under clause 5a) will be payable for the period beginning on Due Date and ending on the date of its receipt by CityNet (both before and after judgement).
- c) Interest under clause 5a) will accrue on the overdue sum at the fluctuating rate per annum (as determined by CityNet) equal to the sum of two per cent and the arithmetic mean (rounded up, if necessary, to the next 1/16 per cent) of the respective Prime Lending Rates of the Reference Banks prevailing from time to time during that period.
- d) Where interest is due under clause 5a) CityNet may add the amount of such interest to its next invoice.

6 Invoice errors



- a) If the Requesting Licensee discovers an error in an invoice given by CityNet under this Schedule 4, it will notify CityNet.
- b) CityNet will make any adjustment necessary to correct an error notified by the Requesting Licensee under clause 6a), in CityNet's next invoice.
- c) If CityNet has omitted charges or miscalculated Charges from an invoice, CityNet may include or amend (respectively) those charges in a later invoice, as long as CityNet is able to substantiate these Charges to the Requesting Licensee and the inclusion or amendment is made within six (6) months of the issuing of the invoice.
- d) If the Requesting Licensee makes an overpayment in error, it will notify CityNet within thirty (30) calendar days of the date on which the overpayment was made, and CityNet will return the amount overpaid to the Requesting Licensee after verifying the error.
- e) Notwithstanding any other provision in this RAO Agreement, interest will not accrue or become payable in respect of sums added to an invoice in error. If interest is paid in respect of such sums, it will be repaid immediately upon detection of the error.

7 Dispute of invoice

- a) If the Requesting Licensee considers that an invoice issued by CityNet under this RAO Agreement contains an error, then the Requesting Licensee may raise a dispute (a **Billing Dispute**) by providing a notice to CityNet setting out:
 - i the reasons why the Requesting Licensee has raised a Billing Dispute;
 - ii the amount in dispute; and
 - iii details required to identify the relevant invoice and Charges in dispute including:
 - A the account number;
 - B the invoice reference number;
 - C the invoice date;
 - D the invoiced amount; and
 - E the detailed billing verification information as specified in the individual service Schedules.

(a **Billing Dispute Notice**).



- b) Billing Disputes must be raised within fourteen (14) calendar days of the date of the relevant invoice.
- c) The Parties must use their reasonable endeavours to resolve a Billing Dispute within thirty (30) calendar days of the date of the Billing Dispute Notice, or such other period that may be agreed in writing by the Parties.
- d) If the Parties are unable to resolve a Billing Dispute within thirty (30) calendar days of the date of the Billing Dispute Notice (or such other period that has been agreed between the parties), the Billing Dispute may be escalated by either Party for resolution by a representative of each Party who has authority to settle the Billing Dispute.
- e) Each such representative appointed under clause 7d) must:
 - i have a higher level of management responsibility than the persons with direct responsibility for billing administration; and
 - ii meet as often as they reasonably deem necessary in order to discuss the Billing Dispute and negotiate in good faith in an effort to resolve the Billing Dispute.
- f) For the avoidance of doubt, and as stipulated in Schedule 5, Billing Disputes may not be referred to the general Dispute Resolution Procedures provided in that Schedule.
- g) If a Billing Dispute is resolved and it is determined that:
 - i the Requesting Licensee has overpaid CityNet in respect of the relevant invoice, then CityNet will, within thirty (30) calendar days of that resolution refund that overpaid amount to the Requesting Licensee; and
 - ii the Requesting Licensee has underpaid CityNet in respect of the relevant invoice, then the Requesting Licensee will, within thirty (30) calendar days of that resolution pay that outstanding amount to CityNet and pay interest on that amount in accordance with clause 5c) for each day from the Due Date to the date on which the payment is actually made.

8 Joint Investigation of Invoice Discrepancies

- a) A Party may request a joint investigation of invoice discrepancies after that Party has conducted comprehensive internal investigation, including an examination of its own Billing System.

9 Billing Representatives



- a) Enquiries relating to Billing, collecting and settlement arrangements may be directed to either of these nominated Billing Representatives. Billing Dispute Notices must be sent to these representatives:

[CityNet:]

[Requesting Licensee:] BlueTel Networks Pte Ltd
9 Tai Seng Dr #02-02J Geo-tele Centre
Lobby B Singapore 535227
Attn: Mr. Kho Kim Seok

- b) Either Party may at any time nominate another Billing Representative, provided that fourteen (14) calendar days' prior notification of such appointment is given.



Annex 1 Charges for Building Lead-in Ducts, Lead-in Manholes and Access to Mandated Services

Description	Basis of Charge	Charge (\$S)
BUILDING LEAD-IN DUCTS & LEAD-IN MANHOLES		
Ordering and provisioning		
Application Charge (excluding site survey)	per Application	\$88.21
Application Charge where the Application is rejected in accordance with Schedule 2	per Application	\$15.63
Modifications		
Modification of Underground Equipment	per Lead-In Manhole access request	Case-by-case Charge
Shared use of Building Lead-in Ducts		
Lead-in Duct – CBD	per cable metre per year	\$2.94
Lead-in Duct – non-CBD commercial area	per cable metre per year	\$2.85
Lead-in Duct – non-CBD residential	per cable metre per year	\$3.21
Access to Lead-in Manholes		
Lead-in Manholes – CBD	per Connection Duct per year	\$53.38
Lead-in Manholes – non-CBD commercial area	per Connection Duct per year	\$65.76
Lead-in Manholes – non-CBD residential high rise	per Connection Duct per year	\$105.04
Lead-in Manholes – non-CBD residential (landed)	per Connection Duct per year	\$81.58



Construction of Connection Duct		
110mm diameter Connection Duct construction	per metre	\$1,449.00
Additional roadwork opening fee (where applicable)	per modification	\$165.00
Site surveys		
Site survey or meeting	per half day	\$257.58
Site survey or meeting	per full day	\$515.15
Contractor cost for Lead-in Manhole site survey	per half day	\$260.70
Contractor cost for Lead-in Manhole site survey	per full day	\$339.90
Administrative		
Physical access and emergency access	per request	\$13.79
Administrative fee to update Master List	per form	\$13.79
Reconnection	per request	Case-by-case Charge
Termination (including recovery of Underground Equipment and repair works where relevant)	per termination request or expiry of licence	Case-by-case Charge
ACCESS TO MANDATED SERVICES		
Application Charge	per Application	\$43.21
Application Charge where the Application is rejected in accordance with Schedule 3	per Application	\$15.63
Project Study (per application for Access to Mandated Services)	Per Application	Case-by-case Charge
Shared use of Central Office Lead-in Ducts		
Lead-in Duct – CBD	Per cable metre per year	\$2.14
Lead-in Duct – Non-CBD	Per cable metre per year	\$2.23
Access to Central Office Lead-in Manholes		



Lead-in Manholes – CBD	Per duct bore per year	\$68.25
Lead-in Manholes – Non-CBD	Per duct bore per year	\$69.90
Site Preparation & Installation		
Site Preparation Work – for M&E works etc	Per Application	Case-by-case Charge
Fire Safety Bureau Charges (where applicable)	Per Application	Case-by-case Charge
Building & Construction Authority Charges (where applicable)	Per Application	Case-by-case Charge
Administrative		
Physical access and emergency access	per request	\$13.79
Administrative fee to update Master List	per form	\$13.79
Termination (including recovery of Equipment, Cable Trays, M&E works (where applicable))	per termination request or expiry of licence	Case-by-case Charge



Schedule 5 Dispute Resolution

1 General

- a) The terms and conditions in this Schedule 5 apply to any dispute (other than Billing Disputes, which are to be dealt with in accordance with Schedule 4) that may arise between the Parties under or in connection with this RAO Agreement.
- b) Each Party will continue to fulfil its obligations under this RAO Agreement during the pendency of a dispute or any procedures in this Schedule.
- c) Any time limits or provisions contained in this Schedule may only be varied by agreement of the Parties.
- d) Neither Party may use or rely on any documents or information exchanged between the Parties in connection with a Dispute for any purpose other than in connection with the resolution of that Dispute.
- e) The procedures set out in this Schedule 5 are without prejudice to any other rights and remedies that may be available to a Party in respect of any breach, or non-performance, of any provision of this Agreement by the other Party.

2 Initial escalation procedures

- a) The Parties will initially raise issues arising under this RAO Agreement with each other by exchanging correspondence setting out clearly and in reasonable detail the basis and justification of the dispute.
- b) If the Parties do not reach an agreement on an issue raised through correspondence under clause 2a) within ten (10) Business Days, either Party may give ten (10) Business Days' written notice (**Notice Period**) to the other Party of the first Party's intention to escalate the issue and outlining the details of the issue.
- c) If the issue is not resolved prior to the expiry of the Notice Period, then either Party may notify the other Party (**Receiving Party**) that it wishes to refer the issue to:
 - i) an inter-working group established under clause 3;
 - ii) dispute resolution by the Authority under clause 4;
 - iii) mediation conducted in accordance with clause 5; or
 - iv) arbitration conducted in accordance with clause 6.



- d) If both Parties agree on the forum of dispute resolution under clause 2c), the issue will be referred to such forum in accordance with the applicable provisions of this Schedule.
- e) If the Parties cannot agree on the forum for dispute resolution under clause 2c), the issue will be referred to the Authority for dispute resolution under clause 4.
- f) If the Authority declines to intervene to resolve an issue referred to it:
 - i the Parties may, by mutual agreement, refer the dispute to another forum listed in clause 2c); or
 - ii either party may submit the matter to be determined by a court of competent jurisdiction.

3 Inter-Working Group

- a) In the event that a dispute is referred to an inter-working group under clause 2d) or 2f)i), the Parties will promptly form a committee with an equal number of appropriate representatives from each Party (**Inter-Working Group**).
- b) The Inter-Working Group to which an issue has been raised will meet within ten (10) Business Days of the receipt by the Receiving Party of a notice under clause 2d) or 2f)i).
- c) If the Inter-Working Group has not resolved an issue within twenty (20) Business Days after it first meets to review that issue under clause 3(b):
 - i either Party may refer the dispute to the Authority in accordance with section 6.6 of the Code, such dispute to be resolved in accordance with clause 4 of this Schedule;
 - ii the Parties by mutual agreement may refer the dispute to mediation, in accordance with clause 5 of this Schedule or arbitration in accordance with clause 6 of this Schedule.

4 Authority dispute resolution

- a) The resolution of a dispute referred to the Authority will be conducted in accordance with the Code and be subject to any binding resolution imposed on the Parties by the Authority.
- b) If the Authority does not have the power under the Act or the Code, or is unwilling to resolve the dispute, the Authority will notify the Parties forthwith, and the provisions of clause 2(f) shall apply.

5 Mediation



5.1 General

- a) A dispute will only be referred to mediation if the provisions in clause 2 have been complied with.
- b) Any referral of a dispute to mediation must be made by notice, including a statement of the matters in the dispute.
- c) The mediation must be conducted in accordance with the Mediation Rules of the Singapore Mediation Centre for the time being in force which rules are incorporated by reference into this clause 5. In the event of any inconsistency between this clause 5 and the Mediation Rules, the provisions of this clause 5 shall prevail.

5.2 Conduct of mediation

- a) Mediations will be conducted in private.
- b) In addition to the qualifications of the mediator contemplated by the Mediation Rules of the Singapore Mediation Centre, the mediator should:
 - i have an understanding of the relevant aspects of the telecommunications industry (or have the capacity to come to such an understanding quickly); and
 - ii not be an officer, director or employee of a telecommunications company or otherwise have a potential for conflict of interest.
- c) The Parties must notify each other no later than forty-eight (48) hours prior to mediation of the names of their representatives who will attend the mediation. Nothing in this clause is intended to suggest that either Party may refuse the other Party's chosen representatives or limit either Party's representatives from attending the mediation.

5.3 Outcome of mediation

- a) The mediation will terminate in accordance with the Mediation Rules of the Singapore Mediation Centre.
- b) The Parties will bear their own costs of the mediation including the costs of any representatives and will each bear half the costs of the mediator.
- c) Any agreement from mediation will bind the Parties on its terms.
- d) Mediation settlement agreements and the information in them may only be published or publicised only with the consent of all Parties and in terms agreed to by the Parties.



- e) If the Parties fail to reach an agreement in a mediation held under this clause, they may, by mutual agreement, refer the matter to arbitration under clause 6.

6 Arbitration

6.1 General

- a) A dispute will only be referred to arbitration if the provisions in clause 2 have been complied with.
- b) A dispute referred to arbitration in accordance with this Schedule 5 will be referred to, and finally resolved, by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre (**SIAC Rules**) for the time being in force, which rules are incorporated by reference to this clause 6. In the event of any inconsistency between the SIAC Rules and this clause 6, the provisions of this clause 6 shall prevail.
- c) Once a dispute is referred to arbitration, it may not be referred to mediation.

6.2 Conduct of arbitration

- a) The arbitral tribunal will consist of one arbitrator to be appointed by agreement of the Parties. The arbitrator:
 - i will have the appropriate qualifications and experience to arbitrate the dispute, including knowledge of the telecommunications industry and legal qualifications;
 - ii need not be a Singapore citizen or resident; and
 - iii will not be an officer, director, or employee of a telecommunications company or otherwise have a potential for conflict of interest.
- b) If the Parties fail to appoint an arbitrator within ten (10) Business Days of referral of a dispute to arbitration, the arbitrator will be appointed by the Chairman of the Singapore International Arbitration Centre.
- c) The following procedure will apply to the arbitration:
 - i the Parties will present written submissions to the arbitrator and each other within fifteen (15) Business Days of the appointment of the arbitrator;
 - ii each Party may respond to the other Party's submission in writing within fifteen (15) Business Days of the date of the other Party's submission.



- d) At the request of either Party, and subject to the Parties agreeing or the arbitrator deciding within five (5) Business Days of the last written submission, the arbitration may be conducted by documents only.
- e) If clause 6.2d) does not apply, an arbitral hearing will be held within fifteen (15) Business Days of the last written submission.
- f) Should a hearing be held:
 - i) each Party will have the right to appoint one expert to appear at the arbitral hearing and will have the opportunity of making an oral submission; and
 - ii) the Arbitration will be conducted in private.
- g) The procedure of the arbitral hearing will be determined by the arbitrator (including number and duration of oral submissions by the Parties and nominated experts) but in any case, the arbitral hearing will last no longer than three (3) Business Days.
- h) The arbitrator will not have the power to appoint any experts.
- i) The arbitrator will deliver his or her award within fifteen (15) Business Days of the arbitral hearing or of the last written submission where the arbitration is by documents only.
- j) Every dispute referred to arbitration will be arbitrated separately such that time limits for each dispute are complied with.
- k) The arbitrator's decision will be binding on the Parties (in the absence of manifest error of fact or law).



Execution page

Executed as an agreement

SIGNED for CityNet Infrastructure Management Pte Ltd. acting in its capacity as trustee-manager of NetLink Trust by its authorised representative:



Signature of authorised representative

WITNESSED by:



Signature of witness



Name of authorised representative (print)



Name of witness (print)

SIGNED for [Requesting Licensee] by its authorised representative:

BlueTel Networks Pte Ltd



Signature of authorised representative

WITNESSED by:



Signature of witness

Kho Kim Seok

Name of authorised representative (print)

Wee Woon Tian

Name of witness (print)



