

Dated

BETWEEN

**NETLINK MANAGEMENT PTE. LTD.
(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)**

AND

██████

CUSTOMISED AGREEMENT

PROVISION OF CO DIVERSITY FOR NON-RESIDENTIAL END-USER CONNECTION AND NON-BUILDING ADDRESS POINT CONNECTION

This CUSTOMISED AGREEMENT is made on

between:

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

AND

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

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

WHEREAS:

- A. NLT has been granted a licence to provide facilities-based operations ("**FBO Licence**") by the Info-communications Media Development Authority of Singapore ("**IMDA**") under Section 5 of the Telecommunications Act 1999 ("**Act**") and is a designated public telecommunication licensee under Section 6 of the Act. NLT operates subject to the authority of and regulation by IMDA.
- B. Under the terms of NLT's FBO Licence, NLT is required to offer certain Mandated Services to Requesting Licensees pursuant to the terms of the Approved ICO.
- C. The RL has signed an agreement on terms of the Approved ICO with NLT ("**RL's ICO Agreement**").
- D. The Parties hereby agree to enter into this Customised Agreement (the "**Agreement**"), which is separate from and independent of the RL's ICO Agreement, to regulate Parties' respective obligations and responsibilities with regard to the provision of COD Connections (as defined below) by NLT in respect of existing or future Non-Residential End User Connections and Non-Building Address Point Connections during the term of this Agreement.

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

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

"**COD Connection**" means, in respect of a Primary Connection, the provision of one (1) separate fibre strand that is deployed from a different Central Office to a separate TP at the same location where the Primary Connection terminates.

"**Code**" means the NetCo Interconnection Code 2020 issued by the Authority pursuant to section

26(1) of the Act, which came into operation on 22 April 2020, or its successor code of practice, and as may be amended from time to time;

“**Cost-Oriented Basis**” means a thirty (30) percent mark-up on NLT’s staff related costs and a ten (10) percent mark-up on all other costs;

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

“**Early Termination Charge**” means the charge described in **paragraph 1.8 of Annex 1**;

“**Effective Date**” means the date on which the Authority approves or is deemed to have approved this Agreement;

“**Enterprise Customer**” means any Direct End-User to whom the RL supplies an Enterprise Service;

“**Enterprise Service**” means the provision of one (1) fibre-based broadband enterprise connection by the RL to a Direct End-User at a Non-Residential Premise or NBAP location by utilizing a COD Connection provided by NLT under this Agreement;

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

“**Indoor Connection**” means a COD Connection from Non-Residential sites located indoors (e.g. within residential or commercial buildings, or multi-storey carparks);

“**Indoor TP**” means a TP located indoors at a Non-Residential site.

“**Outdoor TP**” means a TP located at a NBAP remote site located outside of residential and commercial buildings.

“**Monthly Recurring Charge**” means the monthly charge that is payable in respect of each COD Connection, and that is set out in **Annex 2**;

“**Non-Building Address Point Connection**” or “**NBAP Connection**” means a passive optical fibre cable from a designated NLT Central Office to an NBAP Point Termination Point provisioned by NLT pursuant to Schedule 3 of the ICO Agreement;

“**Outdoor Connection**” means a COD Connection from NBAP remote sites located outside of residential and commercial buildings (e.g. lamp posts);

“**Primary Connection**” means a Non-Residential Connection or NBAP Connection which has been requested prior to or contemporaneously with the submission of the RL’s request for a COD Connection in accordance with the terms and conditions specified herein;

“**Requesting Licensees**” means Qualifying Persons who had executed an ICO Agreement on terms of the Approved ICO with OpenNet Pte. Ltd. (“**OpenNet**”) prior to 1 October 2014 and had executed a novation agreement dated 1 October 2014 to novate the ICO Agreement from OpenNet to NLT, or who had entered into an ICO Agreement with NLT;

“**Standard Installation Charge**” means the one-time installation charge set out in **Annex 2**; and

“**Term**” means the term of this Agreement, as described under **Clause 7.2** below.

1.2 Interpretation

In this Agreement:-

- 1.2.1 unless otherwise defined herein, all terms and references defined in NLT's Interconnection Offer as approved by the Authority ("**Approved ICO**") (as set out on the IMDA webpage <https://www.imda.gov.sg/regulations-and-licensing-listing/nationwide-broadband-network/netlink-trusts-interconnection-offer-2017> or any successor webpage and as may be amended from time to time) shall have the same meaning and construction when used in this Agreement;
- 1.2.2 unless otherwise defined herein, the definition of terms shall apply equally to the singular and plural forms of the terms defined, and any pronoun shall include the corresponding masculine, feminine and neuter forms;
- 1.2.3 unless the context otherwise requires, any definition or reference to any instrument, statute or statutory provision shall be construed as referring to such instrument, statute or statutory provision as from time to time amended, supplemented, extended, consolidated or replaced, and subject to any restrictions on such amendments, supplements, extensions, consolidations or replacements, and any orders, regulations, instruments or other subordinate legislation made thereunder;
- 1.2.4 the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- 1.2.5 unless otherwise provided herein or the context otherwise requires, all references to clauses, schedules, recitals and annexes are references to the clauses, schedules, recitals and annexes of this Agreement;
- 1.2.6 the words "herein", "hereinafter", "hereof" and "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement;
- 1.2.7 an expression importing a natural person shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns (as the case may be), and pronouns shall have a similarly extended meaning. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;
- 1.2.8 dates and times refer to Singapore time;
- 1.2.9 the schedules and/or annexes to this Agreement form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
- 1.2.10 the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; and
- 1.2.11 any act or obligation to be done or performed under this Agreement which is required or falls to be done or performed on a stipulated day, shall be done or performed on the next succeeding Business Day, if the day upon which that act or obligation is required or falls to be done or performed falls on a day which is not a Business Day.

2. NLT'S OBLIGATIONS

- 2.1 Upon request made by the RL in accordance with the terms and conditions specified herein, NLT shall provide COD Connections during the Term, provided always that the COD Connections will only be used by the RL for the provision of Enterprise Services.
- 2.2 The location of the CO in relation to each COD Connection to be provided under this Agreement shall be determined by NLT at its sole discretion.

3. RL'S OBLIGATIONS

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

4. CONFIDENTIALITY

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

5. PROTECTION OF NETWORKS

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

6. BILLING INFORMATION

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

7. TERM AND TERMINATION

- 7.1 This Agreement shall be submitted to the Authority for approval and shall commence on the date the Authority approves or is deemed to have approved this Agreement (the "**Effective Date**").
- 7.2 This Agreement shall expire twenty-four (24) calendar months after the Effective Date of this Agreement (the "**Term**"). Parties may agree in writing to renew this Agreement on such terms and conditions as agreed between the Parties subject at all times to the prior approval of the Authority. Upon request for renewal by the RL, which should be made at least three (3) months prior to the expiry of the Agreement, Parties shall negotiate in good faith such terms and conditions to renew this Agreement and to conclude such negotiation prior to the expiry of the Agreement, subject to the Authority's prior approval.
- 7.3 Unless otherwise specified in the Annex hereto, either Party may terminate this Agreement pursuant to the provisions of Clause 12.1 of the main body of Part 2 of the Approved ICO (which

are incorporated pursuant to Clause 9.1 below). In addition, either Party may terminate this Agreement by giving to the other Party 30 days' written notice or such shorter notice as may be directed or requested by the Authority.

8. LIMITATION OF LIABILITY

8.1 This **Clause 8** shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, willful or deliberate breach, breach of statutory duty or any other cause) of a Party to the other Party under or in relation to this Agreement and in relation to any act, omission or event relating to or arising out of this Agreement.

8.2 Subject to **Clause 8.4**, neither party shall be liable to the other Party, whether in contract, in tort, under statute or otherwise, for the following:

a. any direct or indirect loss of profits, revenue, business, anticipated savings, wasted expenditure or goodwill; or

b. any consequential or indirect liability, loss or damage,

sustained by and arising from or in connection with this Agreement.

8.3 Subject to **Clause 8.4**, each Party's aggregate liability in any given year (commencing on the Effective Date of this Agreement and each anniversary thereof) to the other Party for breach of any of their obligations or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), shall be limited to the aggregate Monthly Recurring Charge (as set out in Annex 2 of this Agreement) paid or payable by the RL during the twelve (12) months prior to the event giving rise to the liability.

8.4 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury. Nothing in this Clause 8 excludes or restricts:

a. either Party's liability for fraud, wilful default and/or gross negligence;

b. the RL's liability for not using the CO Diversity Connections strictly in accordance with **paragraph 1 of Annex 1**; and

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

9. MISCELLANEOUS

9.1 Incorporation of Terms of Approved ICO

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

9.2 Release, Waiver or Compromise

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

9.3 Prohibition against Assignment and Sub-Licensing

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

9.4 Amendment

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

9.5 Invalidity and Unenforceability

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

9.6 Counterparts

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

9.7 Governing Law and Submission to Jurisdiction

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

9.8 Liability of the Trustee

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

IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning.

NETLINK MANAGEMENT PTE. LTD.
(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)

Signed by _____)
(Name of Signatory))

for and on behalf of **NETLINK MANAGEMENT**)
PTE. LTD. (IN ITS CAPACITY AS TRUSTEE OF)
NETLINK TRUST))

in the presence of:)

(signature)
Designation:

(signature of witness)

Name of Witness:
Designation:

Signed by _____)
(Name of Signatory))

for and on behalf of **NETLINK MANAGEMENT**)
PTE. LTD. (IN ITS CAPACITY AS TRUSTEE OF)
NETLINK TRUST))

in the presence of:)

(signature)
Designation:

(signature of witness)

Name of Witness:
Designation:



Signed by _____)
(Name of Signatory))

for and on behalf of _____)
_____)

in the presence of:)

(signature)
Designation:

(signature of witness)

Name of Witness:
Designation:

ANNEX 1

1. PROVISION OF COD CONNECTIONS

- 1.1. The RL acknowledges and agrees that the COD Connections provided under this Agreement shall be used by the RL only for the provision of Enterprise Services.
- 1.2. The RL shall not extend any COD Connection beyond the service boundary. In determining the boundary, the Classification Guidelines issued by NLT on 20 September 2013 (as may be updated by NLT from time to time) shall apply. The RL shall not use the COD Connection for the purpose of reselling or aggregating end-user data traffic.
- 1.3. NLT shall install an Indoor or Outdoor TP in respect of each COD Connection.
- 1.4. The RL shall procure that no Enterprise Customer shall use the COD Connections to subsequently resell or otherwise supply broadband services to Residential End-Users or Non-Residential End-Users, or to any NBAP location.
- 1.5. The RL shall not at any time be entitled to change the Primary Connection in respect of which the COD Connection is originally provisioned. For the avoidance of doubt, each COD Connection shall only support the Primary Connection identified in the relevant Request submitted under **paragraph 2.1** below, and the RL is not permitted to redeploy the same COD Connection to support another Primary Connection.
- 1.6. Further to **paragraph 1.5** above and subject to **paragraphs 1.9 and 1.10** below, in the event of the relocation of a Primary Connection, the RL shall terminate the corresponding COD Connection as soon as reasonably practicable by submitting an application for the termination of the said COD Connection by completing and emailing a completed form set out in **Annex 3**, which may be amended by NLT from time to time. For the avoidance of doubt, the RL shall submit a new Request for a COD Connection if the RL requires the relocated Primary Connection to be supported by a COD Connection.
- 1.7. The RL shall submit no more than one (1) Request for the provisioning of a COD Connection on each Business Day. Notwithstanding the foregoing, NLT shall at its sole discretion determine the actual number of Requests for COD Connections to be processed on each Business Day.

Minimum Connection Term

- 1.8. Each COD Connection activated by the RL shall be subject to a minimum contract term of twelve (12) months, commencing from the Ready For Service ("**RFS**") date as advised by NLT (the "**Minimum Connection Term**").
- 1.9. The termination of any active COD Connection by the RL before the expiry of the Minimum Connection Term shall be subject to an Early Termination Charge that is equivalent to the total aggregate Monthly Recurring Charge which would have been payable during the remainder of the Minimum Connection Term for the terminated COD Connection.

Termination of COD Connections

- 1.10. In the event of termination of a COD Connection by the RL during the Term, the RL shall arrange for the Removal by NLT of the TP or any part of the Network as currently installed, and the RL shall bear the Reinstatement Charges set out in **Annex 2**.

2. PROCEDURE FOR REQUEST FOR SERVICES

- 2.1. The RL shall submit a written request for a COD Connection with respect to a Primary Connection by completing and emailing a completed form in the format set out in **Annex 3**.
- 2.2. Subject to the charges set out in **Annex 2** and herein, NLT shall conduct a site survey to assess the cable routing and other works required for the order related to each COD Connection. NLT shall provide the RL with a quotation ("**Quotation**") of the total applicable one-time Installation Charge (comprising the Standard Installation Charge and any additional charges as described under **this Annex 1**) ("**OTC**") prior to fulfilling the said order. NLT shall also determine and notify the RL of the estimated service activation period in respect of each COD Connection.
- 2.3. NLT shall commence the fibre deployment from NLT's designated Central Office to the TP location of the Primary Connection specified by the RL subject to the following conditions:
 - 2.3.1. The RL agrees to the applicable OTC communicated by NLT in the Quotation referred to in **paragraph 2.2** above.
 - 2.3.2. The RL must provide its acceptance of the service activation period indicated by NLT and the Quotation to NLT within twenty (20) Business Days of receiving the Quotation ("**Acceptance Period**"), save that NLT shall grant an additional ten (10) Business Days to accept the service activation period upon receipt of the RL's written request for the same no later than five (5) Business Days before the expiry of the Acceptance Period. In the event that the RL fails to formally accept the service activation period within the aforementioned periods, the Request shall be deemed cancelled and the RL shall be liable for Cancellation Charges stipulated in **Annex 2** to the Agreement.
 - 2.3.3. The RL shall assist NLT by providing access to the necessary existing facilities within the relevant Building or NBAP location for the deployment of the COD Connection which may include (but are not limited to) the cable trunking leading to the Indoor and/or Outdoor TP location. For the avoidance of doubt, all other costs arising from the COD Connection as incurred by NLT (including but not limited to creation of access panel opening or panel, installation of cable tray, other relevant work and security escort services) shall be separately chargeable by NLT and paid for by the RL.
 - 2.3.4. In the event that NLT is unable to deploy the COD Connection using existing facilities, NLT shall revise the Quotation to include NLT's charges for building new facilities, which shall be calculated on a Cost-Oriented Basis, and the revised Quotation shall be submitted for the RL's approval. The RL must provide its acceptance of the revised Quotation within twenty (20) Business Days of receiving the revised Quotation, save that NLT shall grant an additional ten (10) Business Days to accept the revised Quotation upon receipt of the RL's written request for the same no later than five (5) Business Days before the expiry of the Acceptance Period. In the event that the RL fails to formally accept the revised Quotation within the aforementioned periods, the Request shall be deemed cancelled and the RL shall be liable to pay the Cancellation Charges stipulated in **Annex 2**, and all costs that NLT has already incurred under the original Quotation accepted by the RL under **paragraph 2.3.1** above
 - 2.3.5. The RL shall take all steps that may be necessary (including but not limited to the execution of deeds of transfer) to ensure that ownership of the ducts and manholes through which NLT's fibre cables are laid for the purposes of providing the COD Connections vests in NLT at no additional cost to NLT.
- 2.4. The RL shall not be permitted to submit any self-provide order under this Agreement.

No Service Level Guarantees

- 2.5. NLT shall not offer any Service Level Guarantee in relation to the provision and maintenance of COD Connections under this Agreement. For the avoidance of doubt, NLT shall not be obliged to give priority to the restoration of either the COD Connection or the Primary Connection during the restoration of any network outage.
- 2.6. In the event that the RL cancels the request for a COD Connection after the commencement of the site survey referred to in **paragraph 2.2** of this **Annex 1** and before agreeing to the OTC, the aforementioned request will be deemed to have been cancelled and the RL shall be liable for the Cancellation Charge stipulated in **Annex 2** to the Agreement.
- 2.7. NLT shall provision the COD Connections on a best effort basis, and nothing in this Agreement shall be construed as a warranty or promise to meet any service activation period. The estimated period required by NLT to provision a COD Connection using the existing NLT infrastructure is 1 calendar month, and approximately 3 calendar months are required to provision a COD Connection where there is no existing NLT infrastructure. The RL acknowledges and accepts that the aforementioned timelines are purely indicative, and that the actual time required to provision each COD Connection shall depend on the time taken for RL to accept the Quotation, the availability of access to the TP location, actual site conditions, the grant of the necessary licences, permits, consents, waivers and authorization by the relevant building management or any other party, and any unforeseen circumstances beyond the control of NLT.

3. FEES & CHARGES

- 3.1. The fees set out in **Annex 2** herein shall apply for all COD Connections provided by NLT pursuant to this Agreement. In the event that any charges for Services related to the provision of COD Connections are not stipulated in **Annex 2**, the charges for such Services in relation to the Primary Connections (under Schedule 2, 3, 10 and 11 of the Approved ICO), as set out in Schedule 15 of the Approved ICO, shall apply.
- 3.2. The fees set out in **Annex 2** and herein shall be valid until the occurrence of the earlier of the following events:
 - (a) the expiration or early termination of the Term; or
 - (b) until such time the Authority reviews the prices of the Mandated Services offered by NLT pursuant to the terms of the Approved ICO. In the event there is any change to such prices that affects the fees set out in **Annex 2** and herein, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further COD Connections at the fees set out in **Annex 2**. The RL acknowledges that there may be a need to enter into a new agreement on revised tariffs and terms and conditions approved by the Authority at the relevant time, in which case this Agreement shall be terminated by mutual agreement without liability on the part of either Party, save for any payments which have accrued at the time of termination.

4. REPORTS AND RECORD-KEEPING

- 4.1. The RL shall maintain accurate records of all matters relating to the COD Connections provided under this Agreement, and shall:
 - 4.1.1. Upon request by NLT, submit supporting evidence showing that the COD Connections are used only for the provision of Enterprise Services.

5. ADDITIONAL TERMS AND CONDITIONS

- 5.1. The fault reporting and clearing procedures as set out in Schedule 2 or Schedule 3 of the Approved ICO shall apply for COD Connections, subject to the procedures set out in this paragraph and **paragraph 5.2** below. The RL shall email NLT NOC to report the fault relating to the COD Connection provisioned under this Agreement, and RL shall also indicate the Order Request Identifiers issued to the COD Connection, in the email.
- 5.2. For the avoidance of doubt, it is the RL's responsibility to maintain its own backup equipment and network link between the COD Connection and the Primary Connection. The Parties hereby agree that, in the event of an outage, NLT shall not have any obligation to give priority to the restoration of either the affected COD Connection or the corresponding Primary Connection when rectifying the outage. In addition, NLT shall not have any obligation to provide priority recover to the COD Connection and the Primary Connection that are affected by an outage.
- 5.3. All COD Connections which are active or in-service on the last day of the Term shall be terminated upon the expiry or early termination of the Term, following which **paragraph 5.4** below shall apply.
- 5.4. Upon expiry or termination of this Agreement, all COD Connections shall be terminated and the RL shall arrange for the Removal by NLT of the TP or any part of the Network as currently installed, and shall bear the Reinstatement Charges set out in **Annex 2**. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of this Agreement.
- 5.5. All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. Wherever possible, NLT shall use its existing ducts and manholes to fulfil a Request. Where, in NLT's sole opinion, NLT's existing ducts and/or manholes are unable to fulfil a Request, NLT shall in its sole discretion determine whether the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes.
- (a) In the event that NLT in its sole discretion determines that the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes, NLT shall notify the RL of the same. Upon the RL's confirmation that NLT should nonetheless fulfil the Request, NLT shall dig, trench, construct and install such new ducts and/or manholes as NLT in its sole discretion deems necessary to fulfil the Request, and shall further be entitled to charge the RL for all works undertaken and all costs and expenses incurred in this relation to such new ducts and/or manholes. For the avoidance of doubt, such new ducts and/or manholes shall belong to NLT.
- (b) In the event that NLT in its sole discretion determines that new ducts and/or manholes cannot be dug, trenched, constructed and/or installed to fulfil the Request, NLT shall notify the RL that NLT will require the assignment and/or transfer of the RL's existing ducts and/or manholes to fulfil the Request. Upon the RL's confirmation that NLT should nonetheless fulfil the Request, Parties shall negotiate in good faith for the said assignment and/or transfer of the RL's existing ducts and/or manholes and effect the same by entering into an agreement which shall include the following terms:
- (i) The ducts and/or manholes to be assigned and/or transferred to NLT free and clear of any and all encumbrances;
- (ii) The price payable by NLT to the RL for the said ducts and/or manholes;
- (iii) That the RL warrants that the relevant ducts and/or manholes are in good working condition, and are free from defect, deformity, damage, breakage and/or blockage; and
- (iv) That the RL shall do and cause to do all such acts, deeds and things for the purpose of assigning or transferring the relevant ducts and/or manholes in the name and in favour of NLT.

For the avoidance of doubt, there shall be separate agreements for each Request that needs to be fulfilled by the assignment and/or transfer of the RL's existing ducts and manholes.

- 5.6. The rights and remedies of NLT provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 5.7. Regardless of termination or expiration of the Agreement the rights and obligations of the Parties under the provisions of the Agreement which by their context, intent and meaning would reasonably be expected to survive the termination or expiration of the Agreement or any part thereof, will so survive including but not limited to Clauses 4 (Confidentiality), Clause 8 (Limitation of Liability), 9.2 (Release, Waiver or Compromise), 9.5 (Invalidity and Unenforceability), 9.7 (Governing Law and Submission to Jurisdiction) and 9.8 (Liability of the Trustee) of the Agreement, and **paragraphs 4.1, 5.4 and 5.6** of this **Annex 1**.

ANNEX 2
CHARGES

The charges payable by the RL for the COD Connections provided under this Agreement are set out below, subject to **paragraph 3.1 of Annex 1**.

S/N	Description of Charges	Amount				
1	Monthly Recurring Charge ("MRC")	\$384 per COD Connection				
2	Standard Installation Charge	\$3,000 per COD Connection for installations using existing facilities at Primary Connection end. Where new facilities are required and/or the installation involves additional works including but not limited to digging and/or trenching, additional charges shall be imposed on a Cost-Orientated Basis on top of the Standard Installation Charge of \$3000 per COD Connection.				
3	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for each COD Connection				
4	Cancellation Charges after commencement of site survey and before acceptance of OTC	\$76 per site survey				
5	Cancellation Charges Due to Failure to provide acceptance of service activation period and agreement to pay OTC within ten (10) Business Days of Receipt of NLT's notification of the total applicable OTC	\$76 per site survey				
6	Cancellation Charges before RFS but after acceptance of OTC	\$76 per site survey + any other incidental cost on a Cost-Oriented Basis				
7	Reinstatement Charges for the removal of Indoor TP or any part of the Network upon service termination	\$190 per COD Connection				
	Reinstatement Charges for the removal of Outdoor TP or any part of the Network upon service termination	Cost-Oriented Basis per COD Connection				
8	Fault Identification Charge There will be a minimum charge per visit up to the first two hours as listed below. <table border="1" style="margin-left: auto; margin-right: auto; width: 60%;"> <thead> <tr> <th style="text-align: center;">DESCRIPTION</th> <th style="text-align: center;">CHARGES (\$\$)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Minimum Charge (per visit up to first two hours)</td> <td style="text-align: center;">\$64</td> </tr> </tbody> </table> Subsequent hourly blocks will be charged according to the rates listed below.		DESCRIPTION	CHARGES (\$\$)	Minimum Charge (per visit up to first two hours)	\$64
DESCRIPTION	CHARGES (\$\$)					
Minimum Charge (per visit up to first two hours)	\$64					

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00 am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

For avoidance of doubt, the maximum quantum for the Fault Identification Charge will be based on the first four (4) hours of fault investigation.

ANNEX 3**ANNEX 3 - REQUEST FORM FOR CO DIVERSITY SERVICE**

Requesting	Date of Application (DD/MM/YYYY):	
	Application Reference Identifier:	
	Installation Address:	
	Main Circuit Order Reference Identifier:	
	CO Diversity Order Reference Identifier:	
	<i>Note: For request of CO Diversity, NetLink Trust will provide the CO Diversity ORI once the application is accepted.</i>	
	Type of Application	<input type="checkbox"/> Request of CO Diversity <input type="checkbox"/> Termination of CO Diversity

Requesting Licensee	<p>We accept NetLink Trust's Terms and Conditions for CO Diversity Connection, including any amendments NetLink Trust may make from time to time to those terms and conditions.</p> <p>We confirm that all the information herein given is true and correct.</p>	
	Company Name:	
	Name:	
	Designation:	
	Contact Details: <i>Note: Please indicate your contact name and email address.</i>	
	Sign:	
	Company Stamp:	

NetLink Trust	<input type="checkbox"/> Application accepted	Date (DD/MM/YYYY): Digging & Trenching Charges (If Any): Quotation Number (If Any):
	<input type="checkbox"/> Application rejected	Date: Reason for Rejection:
	Verified by:	Staff Name: Department:

Requesting Licensee	We *agree / disagree with the digging and trenching work charges as per attached quotation(s).	
	Company Name:	
	Name:	
	Designation:	
	Contact Details: <i>Note: Please indicate your contact name and email address.</i>	
	Signature:	
	Company Stamp:	

NetLink Trust	Order Completion Details:	Date of Completion (DD/MM/YYYY): Remarks (If any):
	Billing Details:	One Time Charge: S\$ Month Recurring Charge: S\$ Bill Start Date (DD/MM/YYYY):
	Verified by:	Staff Name: Department: