

Dated

BETWEEN

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

AND

[REDACTED]

CUSTOMISED AGREEMENT

**FOR PROVISION OF POINT-TO-POINT CONNECTION TO SUPPORT DEVELOPMENT/DEPLOYMENT
OF NQSN FOR COMMERCIAL PURPOSE**

This **CUSTOMISED AGREEMENT (“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 [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 (“**IMDA**”) under Section 5 of the Telecommunications Act 1999 (“**Act**”) and is a designated a 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 are desirous of entering into this Customised Agreement to regulate Parties’ respective obligations and responsibilities with regard to the provision of Point-to-Point Connections (as defined below) in support of the RL’s development/deployment of interoperable quantum-safe networks (“**NQSN**”) for commercial purpose (“**Permitted Purpose**”) to the Direct End-User (as defined below).

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 Sundays or the gazetted public holidays in Singapore;

“**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;

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

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

“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;

“NQSN” refers to National Quantum-Safe Network which make use of quantum safe communication technologies to enhance network security between two physical locations (**namely, “A-end” and “B-end”**);

“NBAP” bears the meaning given to it in Schedule 18 of the Approved ICO;

“Non-Residential End-User” bears the meaning given to it in Schedule 18 of the Approved ICO;

“Point-to-Point Connection” means a fibre connection that is deployed between two physical points (namely, **“A-end”** and **“B-end”**) within NLT’s network;

“Ready for Service Date” or **“RFS Date”** means the date that NLT completes the installation of the Point-to-Point Connection as notified to the RL;

“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.

“Residential End-User” bears the meaning given to it in Schedule 18 of the Approved ICO;

“Term” means the term of this Agreement as described in clause 7 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, annexes and annexures are references to the clauses, schedules, recitals and annexures of this Agreement;
- 1.2.6 the words "herein", "hereinafter", "hereof" and "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement;
- 1.2.7 an expression importing a natural person shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns (as the case may be), and pronouns shall have a similarly extended meaning. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;
- 1.2.8 dates and times refer to Singapore time;
- 1.2.9 the schedules, annexes and/or annexures to this Agreement form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
- 1.2.10 the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; and
- 1.2.11 any act or obligation to be done or performed under this Agreement which is required or falls to be done or performed on a stipulated day, shall be done or performed on the next succeeding Business Day, if the day upon which that act or obligation is required or falls to be done or performed falls on a day which is not a Business Day.

2. NLT'S OBLIGATIONS

- 2.1 Upon a request made by the RL in accordance with the terms and conditions specified herein, NLT shall provision Point-to-Point Connections to the RL for the Permitted Purpose.

3. RL'S OBLIGATIONS

- 3.1 In consideration of NLT's agreement to provide the Service 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 NLT, subject to the Authority's approval.

4. CONFIDENTIALITY

- 4.1 Each Party hereby agrees that the confidentiality obligations set out in Clause 19 of Part 2 of the main body of the Approved ICO shall form an integral part of this Agreement and shall apply to the fullest extent, with the necessary modifications for application to this Agreement instead of an ICO Agreement.

- 4.2 Further to Clause 4.1 above, 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 Point-to-Point Connections, and adopt appropriate procedures to ensure that the information of the other Party is not used for the development or marketing of other telecommunication services or equipment by either Party or third parties.

5. PROTECTION OF NETWORKS

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

6. BILLING INFORMATION

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

7. TERM AND TERMINATION

- 7.1 This Agreement shall be submitted to the Authority for approval and shall come into effect only upon such approval by the Authority. The date on which the Authority's approval is granted or is deemed to have been granted shall hereinafter be referred to as the "**Effective Date**".
- 7.2 This Agreement shall expire thirty-six (36) months from the Effective Date of this Agreement ("Term") unless renewed in accordance with Clause 7.3 below.
- 7.3 The Parties may review the terms of this Agreement prior to the date of expiry of this Agreement and may renew this Agreement on such terms as Parties may agree, subject to the Authority's prior approval. Upon request for renewal by the RL, which should be made at least three (3) months prior to the expiry of the Agreement, Parties shall negotiate in good faith such terms and conditions to renew this Agreement and to conclude such negotiation prior to the expiry of the Agreement, subject to the Authority's prior approval.
- 7.4 Unless otherwise specified in the Annexes 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 Commencement 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 sum of S\$10,560.00 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 in connection with any non-compliance with the requirements set out under paragraph 1 of **Annex 1** when using the Service; 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 15, 16, 17 and 18 of the Approved ICO) 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. In the event of any inconsistencies between the provisions of this Agreement and the Approved ICO, the terms of this Agreement shall prevail to the extent of such inconsistencies.

9.2 Release, Waiver or Compromise

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

9.3 Prohibition against Assignment and Sub-Licensing

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

9.4 Amendment

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

Provision of Mandated Services as defined in the Code) as and when required by the Authority.

9.5 Invalidity and Unenforceability

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

9.6 Counterparts

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

9.7 Governing Law and Submission to Jurisdiction

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

9.8 Liability of the Trustee

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

ANNEX 1

1. PROVISION OF POINT-TO-POINT CONNECTION FOR PERMITTED PURPOSE

1.1 The RL shall submit all request(s) within twelve (12) months from the Effective Date of this Agreement using the form set out in Annex 3. For the avoidance of doubt, the RL shall not be permitted to submit a request under paragraph 1.1 after the date falling twelve (12) months from the Effective Date of this Agreement. Prior to NLT provisioning any Point-to-Point Connections under this Agreement, the RL shall submit supporting documentation demonstrating that:

1.1.1 each Point-to-Point Connection shall be used only for the Permitted Purpose as part of the order submission; and

1.1.2 each Point-to-Point Connection shall be used only for an activity and/or event for the Permitted Purpose as part of the order submission.

provided always that NLT reserves the right to reject the request if such documentation is found (at NLT's sole discretion) to be incomplete or insufficient.

1.2. In the event that NLT discovers that any information provided or representation made by any RL to NLT in the supporting documentation referenced at paragraph 1.1 above is materially untrue, misleading, and/or inaccurate, and/or NLT discovers that there has been unauthorized use by the RL of any Point-to-Point Connections which NLT has provisioned under this agreement, it shall be deemed a material breach of this Agreement and NLT shall be entitled to do any necessary acts to restrain the RL's use of any Point-to-Point Connections forming the subject of such breach by the RL.

1.3. The contract duration for each of the Point-to-Point Connection provisioned under this Agreement will be for twenty-four (24) months from the Ready for Service Date ("**RFS Date**") as advised by NLT ("Connection Period"). The termination of an active Point-to-Point Connection before the expiry of the Connection Period shall be subject to an Early Termination Charge ("ETC") that is equivalent to the total aggregate Month Recurring Charge ("MRC") which would have been payable during the remainder of the Connection Period for that Point-to-Point Connection.

1.4. The RL shall procure that no Direct End-User shall use the Point-to-Point Connection to subsequently resell or otherwise supply dark fibre or broadband services to Residential End-Users or Non-Residential End-Users, or to any NBAP location. Should NLT discover that an RL is in breach of this condition, it shall be deemed a material breach of this Agreement and NLT shall be entitled to terminate any such Point-to-Point Connections being the subject of such breach at the cost of the RL in breach.

1.5 NLT undertakes to provision, repair and maintain the Point-to-Point Connections in accordance with the terms of this Agreement.

2. MARKETING RIGHTS

2.1 In consideration for the provision of the Point-to-Point Connection under this Agreement, the RL shall at no cost to NLT:

2.1.1 procure for NLT all necessary rights that would allow NLT and its related/affiliated entities to publicise or cite NLT's involvement in the NQSN, including but not limiting to (a) a royalty-free licence to use in Singapore the intellectual property rights belonging to NQSN that subsists in logos, photographs, artwork, written publications, and videos related to the NQSN activities, and (b) the right to describe

the full extent of NLT's participation in the NQSN activities in any medium, including but not limited to NLT and/or NetLink NBN Trust's social media platforms, annual reports, websites, press releases, videos and trade publications;

2.1.2 procure that the name and/or trademarks of NLT and/or NetLink NBN Trust (the "**NetLink Marks**") to be prominently mentioned and/or displayed during the Term in all displays, banners and publicity materials issued by the RL in relation to each of the NQSN Activities; and

2.1.3 promptly notify NLT of any unauthorized use of its name and/or trade marks of which RL becomes aware and assist NLT and its Related Corporations in enforcement of its rights in name and/or trademarks.

2.2 Upon request by the RL, NLT shall grant a royalty-free time-limited licence to the RL, for the use of the NetLink Marks in accordance with paragraph 2.1.2 of this **Annex 1**.

3. APPLICABLE ONE TIME CHARGE AND MONTHLY RECURRING CHARGE

3.1. For each Point-to-Point Connection provisioned under this Agreement, the One Time Charge ("OTC") per Point-to-Point Connection with fibre length up to 80 metres from the FTTB Node to the TP shall be \$1,500 as provided in **Annex 2**. Where the fibre length from the existing facilities at each end exceeds 80 metres and/or where digging and/or trenching works are required, additional charges shall be imposed on a Cost-Oriented Basis and paid for by the RL.

3.2. The Charges as set out in **Annex 2** shall be applicable to each Point-to-Point Connection provisioned under this Agreement. The MRC for each Point-to-Point Connection shall be waived for the first twelve (12) months, commencing from the RFS Date as advised by NLT. Following which, the applicable MRC stated in **Annex 2** shall be applicable for the remaining Term.

4. PROCEDURE FOR REQUEST FOR THE SERVICE

4.1. The RL shall submit the request for the Point-to-Point Connection ("Request") using the form in Annex 3 via email. The RL shall indicate the prefix "NQSN-COM-Request" at application reference identifier ("ARI"). The supporting documentation shall be emailed to the relevant NLT's Account Manager on the same day citing the order submission number.

4.2 Within one (1) Business Day of receiving a Request, NLT will notify the RL on whether the Request has been accepted or rejected by NLT. Where the Request has been rejected, NLT shall inform the RL of the reason for the rejection.

4.3 Where the Request is accepted by NLT, NLT shall conduct a desktop study to evaluate the feasibility of supplying the Point-to-Point Connection, and shall issue a desktop study report on the details of the proposed deployment of the Point-to-Point Connection, which may include (but is not limited to) the following information:

- (a) Distance of the proposed fibre route;
- (b) The theoretical signal loss applicable for the proposed fibre route; and
- (c) High-level routing information (hereinafter referred to as the "**Routing Information**"), where expressly requested by the RL.

For the avoidance of doubt, the RL shall submit the request for the Routing Information within one (1) Business Day from the date on which the RL is notified of the acceptance of the Request in accordance with paragraph 4.3 above. The applicable one-time charge for Routing Information stated in **Annex 2** shall be applicable.

4.4 The Routing Information shall be provided to the RL subject to the following conditions:

- (a) the RL acknowledges and agrees that the Routing Information shall comprise NLT's confidential information and shall be accorded the appropriate treatment as set out under Clause 4 of this Agreement;
- (b) All rights or title to the Intellectual Property subsisting in Routing Information shall vest in and shall be the sole and exclusive property of NLT;
- (c) NLT hereby grants the RL a royalty-free and non-exclusive licence to use the Routing Information during the term of this Agreement for purposes which are directly related to the planning of RL's network, and to the disclosure of the high level fibre routing of a Point-to-Point Connection to the relevant Direct End-User;
- (d) the RL is strictly prohibited from reproducing the Routing Information in any medium and/or sharing the Routing Information with any third party for any reason whatsoever without NLT's prior written consent;
- (e) The Routing Information provided to the RL shall be correct as of the date of the desktop study referred to in paragraph 4.3 above, and may subsequently be subject to change due to cable diversions and other network maintenance activities carried out after the date of the desktop study. For the avoidance of doubt, NLT shall not have any continuing obligation to provide the RL with updated Routing Information;
- (f) NLT makes no guarantee, representation or warranty as to, and shall bear no liability for, the Routing Information including, but not limited to, guarantees, representations and warranties of any kind, implied, express or statutory regarding the truth, adequacy, originality, accuracy, timeliness, completeness, reasonableness, freedom from computer virus, non-infringement, suitability, satisfactory quality or fitness for any particular purpose or any representations or warranties arising from usage, custom or trade or by operation of law and NLT expressly disclaims liability for any errors in, or omissions from, the Routing Information; and
- (g) NLT shall not have any obligation to supply the RL with Routing Information that serve restricted and/or sensitive locations that include but are not limited to:
 - (a) Any "protected infrastructure" defined and protected under the Infrastructure Protection Act 2017 (No. 41 of 2017);
 - (b) Military camps;
 - (c) Naval Bases;
 - (d) Research Facilities;
 - (e) Government Buildings;
 - (f) Home Team Academy;
 - (g) New Phoenix Park;
 - (h) Air Bases;

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

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

- 4.5 In the event that the RL does not accept the desktop study report within ten (10) Business Days, the Request shall be deemed cancelled, and the Cancellation Charges shall be waived under this Agreement.
- 4.6 In the event that the RL accepts the desktop study report, and decides to proceed with the Request, the RL shall notify NLT of its acceptance via email within ten (10) Business Days.
- 4.7 Subject to the RL's acceptance of the desktop study report and any charges to be imposed by NLT on the RL on a Cost-Oriented Basis, NLT shall conduct a site survey to assess the cable routing for each Point-to-Point Connection. NLT shall thereafter provide a quotation of any additional cost (e.g. special trunking and scaffolding) to carry out the installation work arising from the need to access rooftop sites and/or deploy specialised equipment ("**Quotation**"), as well as the estimated service activation period for each Point-to-Point Connection, prior to fulfilling the said order.
- 4.8 NLT shall commence the fibre deployment subject to the following conditions:
 - 4.8.1 The RL agrees to the other costs indicated in the Quotation proposed by NLT pursuant to paragraph 4.7 above;
 - 4.8.2 The RL must provide its acceptance of the service activation period indicated by NLT and the Quotation to NLT within ten (10) Business Days of receipt of the Quotation. In the event that the RL fails to formally accept the service activation period within the aforementioned periods, the Request shall be deemed cancelled;
 - 4.8.3 The RL shall assist NLT by providing access to the necessary existing facilities within the relevant Building for the deployment of the Point-to-Point Connection which may include (but are not limited to) the cable trunking leading to the TP location. For the avoidance of doubt, all other costs arising from the Point-to-Point 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;
 - 4.8.4 In the event that NLT is unable to deploy the Point-to-Point 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 ten (10) Business Days. In the event that the RL fails to formally accept the revised Quotation within the aforementioned period, the Request shall be deemed cancelled and all incidental costs that NLT has already incurred under the original Quotation accepted by the RL **under paragraph 4.8.2** above; and

4.8.5 The RL shall secure access for NLT to carry out any works and to liaise with building management where necessary.

4.9 NLT will use optical fibre cable based on the ITU-T G.652D standard for outdoor installations and the ITU-T G.657A standard for in-building installations (where applicable) to deliver the Point-to-Point Connection.

4.10 NLT will test the optical fibre cable from the A-end address to the B-end address to ensure that the Point-to-Point Connection falls within the specified optical performance. Testing will be conducted at wavelengths of 1310nm, 1490nm and 1550nm.

4.11 NLT shall ensure that the optical power loss does not exceed -0.4dB per km and -0.5dB per connector.

5. FEES & CHARGES

5.1 The fees set out herein and in **Annex 2** shall apply for the Service requested under this Agreement.

5.2 The fees set out in **Annex 2** shall be valid until the occurrence of the earlier of the following events:

(a) the expiration of the Term; and

(b) until such time the Authority reviews the prices of the Mandated Services offered by NLT pursuant to the terms of the Approved ICO. In the event there is any change to such prices that affects the fees set out in **Annex 2**, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any of the Service 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 that both Parties shall settle any payments which have accrued at the time of termination.

5.3 NLT will review the fees set out in **Annex 2** periodically and may revise the fees at its discretion following such review, subject to IMDA's approval. In the event there is a fee revision approved by IMDA, NLT shall notify the RL of the revised fees in writing and the revised fees shall take effect two (2) months from the date of such notification, subject to any direction by IMDA.

6. FAULT REPORTING

6.1. The RL shall report all faults by filling in the form set out in **Annex 4** of this Agreement and emailing the same to NLT's Fault Team at [REDACTED]. The RL must then follow up with a telephone call to Fault Team at telephone no. [REDACTED]

6.2. Upon receipt of a fault report from the RL in accordance with paragraph 6.1 above, NLT shall investigate the cause of the fault and shall provide update to RL on the status of the fault rectification.

6.3. The process for fault investigation shall be as follows:

(a) For each of the three (3) wavelengths of 1310nm, 1490 nm and 1550nm where applicable, the optical power shall be measured in accordance with paragraph 4.10 above, and

(b) If the power loss does not exceed the limit specified in paragraph 4.11 above, then the following steps shall be carried out before a finding of "no fault found" will be recorded:

- i. Determine that the patching at the respective FTTB nodes and the patch cords are properly installed;
- ii. Determine that there is no macro bending that produces high loss; and
- iii. Determine that there is no dirty/damaged connector.

6.4. If, following the investigation, NLT determines that:

- (a) There is no fault in NLT's Network; or
- (b) The fault resides in NLT's Network and such fault is not evidently caused by NLT or its contractors or NLT's Network or equipment,

upon completion of the fault investigation by NLT, NLT shall charge the RL the fault investigation charge specified in **Annex 2**.

6.5 If it is necessary to carry out any planned service interruption, including but not limited to planned repair, or replacement or upgrade to any equipment or facility forming part of the Point-to-Point Connection, NLT Trust shall provide the RL with at least four (4) weeks' written notice in advance of such interruptions, repairs or upgrades, and NLT shall inform RL of the estimated period of service interruption. In the event that it is necessary for the planned service interruption to be postponed, NLT shall provide the RL with no less than one (1) week's written notice prior to the original scheduled commencement date of the service interruption. Where, for reasons beyond its control, NLT is unable to give advance notice to the RL as required by this paragraph 6.5 (e.g. where the service interruption or postponement thereof is necessitated by site works carried out by Third Parties and such Third Parties do not give NLT sufficient advance notice), NLT shall notify the RL of the service interruption, or postponement thereof (as the case may be), as soon as practicable and shall inform the RL of the duration of service interruption in accordance with the requirements for an urgent service interruption as set out in paragraph 6.7 below. NLT shall use its best endeavours to minimise any service disruption to the RL.

6.6 If it is necessary to carry out an urgent service interruption, including but not limited to circumstances in which it is necessary for a planned service interruption to be postponed or brought forward, and NLT is unable to give advance notice to the affected RL as required under paragraph 6.6 above for reasons beyond NLT's control, NLT shall notify the said RL as soon as practicable of: (i) the commencement date and time of the urgent service interruption; (ii) the estimated duration and end date of the urgent service interruption; and (iii) the reason for such urgent service interruption. NLT shall also notify the RL as soon as the urgent service interruption has ended. NLT shall use its best endeavours to minimise any service disruption to the RL.

7. REPORTS AND RECORD-KEEPING

7.1. The RL shall maintain accurate records of all matters relating to the Point-to-Point Connections provided under this Agreement, and shall:

7.1.1. Provide NLT with all reasonable assistance (including but not limited to, obtaining the necessary approvals, permits and consents to access any areas within the relevant building) to reconcile the number of Point-to-Point Connections through site visits and/or such other methods as determined by NLT at its sole discretion from time to time; and

7.1.2. Submit supporting evidence showing that each Point-to-Point Connection is used only for the use of NQSN commercial purpose.

8. SERVICE LEVEL GUARANTEES

- 8.1. NLT will provide the service level guarantees set out below (collectively the “**Service Level Guarantees**”):
- 8.1.1. NLT shall offer a service level availability of 99.99% per month for each Point-to-Point Connection;
and
 - 8.1.2. NLT shall endeavour to restore any fault within a standard recovery time of six (6) hours.
- 8.2. If NLT fails to meet the service level availability set out in paragraph 8.1.1 above for a particular month and such failure is solely caused by NLT, its contractors and/or suppliers, NLT shall offer to rebate the RL ten per cent (10%) of the Applicable MRC for each affected Point-to-Point Connection. The calculation of the rebate shall be determined according to the rules set out in Annex 5 of this Agreement.
- 8.3. If NLT fails to meet the standard recovery time set out in paragraph 8.1.2 above and such failure is solely caused by NLT, its contractors and/or suppliers, NLT shall provide a remedy in the form of a rebate to the RL, and the rebate shall be determined according to the rules set out in Annex 5 of this Agreement.
- 8.4. A claim by the RL shall be made in writing within thirty (30) Calendar Days of the completion of the relevant calendar month on which the Service Level Guarantees are measured. The amount in respect of any claim shall be paid to the RL in the form of a rebate. The RL acknowledges that a failure to make a claim within the specified timeframes under this paragraph means that the RL waives any entitlement to the relevant rebate. NLT will respond within (30) Calendar Days from the date of claim stating whether the claim by the RL: is (a) valid for rebates; or (b) is an invalid claim. Where NLT assessed that the RL’s claim is invalid, NetLink Trust will explain its basis or require the RL to provide additional information. For valid claims submitted within the timeframe, NLT shall provide the rebate in its next invoice.
- 8.5. If the RL is entitled to a rebate pursuant to the claim made under paragraph 8.4, NLT shall issue a credit note for the amount of the rebate due to the RL within thirty (30) Calendar Days of the date of the RL’s claim.
- 8.6. The Service Level Guarantees and rebates provided by NLT are of an ex-gratia nature and personal to the RL and are non-transferable.
- 8.7. Notwithstanding anything in this Agreement, the Service Level Guarantees shall not apply in any of the following circumstances:
- (a) fault due to any equipment, wiring and/or cabling owned or operated by the RL or on behalf of the RL;
 - (b) restoration of the Point-to-Point Connection where any site-coordination meeting, fault investigation, Joint Investigation Meeting or fault identification coordination meeting is involved, except where (i) the fault was caused by NLT; and (ii) the RL has not contributed to any delay in setting up the meeting. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by NLT, the time taken from the start of arranging any site-coordination meeting, fault investigation, Joint Investigation Meeting or fault identification coordination meeting up to the end of the meeting, shall always be excluded;
 - (c) NLT is unable to obtain or maintain any licence or permission necessary to the restoration of the Point-to-Point Connection despite using its best endeavours to obtain expeditiously or maintain such licence or permission. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by NLT, the time taken by NLT to obtain or maintain any licence or permission necessary to the restoration of the Point-to-Point Connection shall always be excluded.

Provided that in the event that the RL raises a dispute as to whether NLT has used its best endeavours to obtain or maintain the licence/permission, NLT will provide evidence that it has used such best endeavours;

- (d) NLT has difficulty accessing the TP location despite using its best endeavours to expeditiously remedy the access difficulties, provided always that in the event there is a dispute as to whether NLT has used its best endeavours to expeditiously remedy the access difficulties, NLT will provide evidence that it has used such best endeavours;
- (e) delay in the restoration of the Point-to-Point Connection caused by events beyond the reasonable control of NLT and its suppliers and contractors;
- (f) delay in the restoration of the Point-to-Point Connection caused by RL 's failure to provide access to the necessary existing facilities within the relevant Building for the deployment of the Point-to-Point Connection;
- (g) fault is reported by the RL but no fault is found or confirmed after due and careful investigation, and verification by NLT;
- (h) NLT is required to carry out service interruption, and RL has been given prior written notification of the same;
- (i) NLT is required to carry out fibre diversion at the request of the Government Agencies, private developers or other relevant parties and the RL has been given prior written notification of the same; and
- (j) where the RL or MCST (of the development where the Point-to-Point Connection is to be provisioned) requires customised arrangements or conditions to be fulfilled before access is granted to NLT, but such exclusion shall only be limited to the time taken for access to be granted to NLT.

8.8. Notwithstanding anything in this Agreement, NLT shall not be bound by the aforementioned indicative timelines, and the RL shall not be entitled to make any claims arising out of the failure of NLT to meet the service activation period in relation to any request for a Point-to-Point Connection provided by NLT under this Agreement.

8.9. If duplicate claims for the same failure to meet the Service Level Guarantees are made under paragraph 8.4 and NLT subsequently issues credit notes for the amount of the rebates claimed, NLT shall notify the RL accordingly within thirty (30) Calendar Days on which the most recent credit note was issued, and shall be entitled to recover from the RL an amount that is equivalent to the duplicate rebates credited to the RL.

8.10. The RL shall ensure that claims submitted pursuant to paragraph 8.4 are clearly distinguished from the RL's claim for rebates under the Approved ICO. NLT shall not be liable for any discrepancies in the rebate provided to the RL arising from the RL 's failure to comply with this paragraph.

8.11. NLT will review the Service Level Guarantees periodically and may revise the Service Level Guarantees, the corresponding rebates set out in paragraphs 8.2 and 8.3 of this **Annex 1**, and the rules described **Annex 5**, at its discretion following such review, subject to IMDA's approval. In the event that IMDA approves the aforementioned revision of the Service Level Guarantees and corresponding rebates, NLT shall notify the RL of the revisions in writing and the revisions shall take effect two (2) calendar months from the date of such notification, subject to any direction by IMDA.

9. ADDITIONAL TERMS AND CONDITIONS

- 9.1. The RL shall obtain all necessary approvals, permits and consents (including approvals from the relevant building manager) at its own cost to facilitate NLT's access to all necessary areas within the relevant Building, and all works relating to the Connection (including but not limited to any subsequent repair, replacement or upgrade to any equipment or facility forming part of the Point-to-Point Connection).
- 9.2. Upon termination of an existing Point-to-Point Connection at any time, the RL shall arrange for the Removal of the TP or any part of the Network as currently installed, and shall bear the charges as specified in Annex 2 relating to any reinstatement work to be performed by NLT in relation to the Removal at the RL's request.
- 9.3. 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.

- 9.4. 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).
- 9.5. Regardless of termination or expiration of this Agreement, the rights and obligations of the Parties hereunder which by their context, intent and meaning would reasonably be expected to survive the termination or expiration of this Agreement or any part thereof, will so survive including but not limited to Clauses 4 (Confidentiality), 8 (Limitation of Liability), 9.2 (Release, Waiver or Compromise), 9.5 (Invalidity and Unenforceability), 9.8 (Governing Law and Submission to Jurisdiction) and 9.9 (Liability of the

Trustee) of the Agreement and Paragraphs 7.1, 9.2 and 9.4 of this **Annex 1**.

ANNEX 2
CHARGES

1. Monthly Recurring Charge and One-Time Installation Charge

Description of Charges	Amount
Monthly Recurring Charge ("MRC")	<p>For the first twelve (12) months from RFS Date, MRC per Point-to-Point Connection shall be waived.</p> <p>\$880 per Point-to-Point Connection shall apply thereafter for the remaining Term</p>
One-Time Installation Charge ("OTC")	<p>OTC per Point-to-Point Connection with fibre length up to 80 metres using existing facilities at each end shall be \$1,500.</p> <p>Where the fibre length from the existing facilities at each end exceeds 80 metres and/or where digging and/or trenching works are required, additional charges should be imposed on a Cost-Oriented Basis and paid for by the RL.</p> <p>All other costs arising from the Point-to-Point 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 charged by NLT on a Cost-Oriented Basis and paid for by the RL pursuant to paragraph 4.8.3 of Annex 1.</p>

2. Cancellation Charges

Description	Desktop Study	Site Survey Charge	Incidental Charge
Cancellation Charges due to RL's rejection of desktop study report	\$50 per Request	Not applicable	Not applicable
Cancellation Charges after acceptance of desktop study report and before commencement of site survey	\$50 per Request	Not applicable	Not applicable
Cancellation Charges after acceptance of desktop study and commencement of site survey and before acceptance of the Quotation	\$50 per Request	\$76 per site survey	Not applicable
Cancellation Charges after acceptance of the Quotation by the RL	\$50 per Request	\$76 per site survey	On a Cost-Oriented Basis

3. Other Charges

Description	Charge (\$\$)
High level routing information pursuant to paragraph 4.3 of Annex 1	\$275 per Request
Charges for Removal of TP and other reinstatement works upon termination of existing Point-to-Point Connection pursuant to paragraph 9.2 of Annex 1	\$190 for each Point-to-Point Connection
Early Termination Charge (“ETC”)	Total aggregate MRC payable for the remaining Connection Period for each Point-to-Point Connection

4. Fault Identification Charge

Description	Charge (\$\$)
Minimum charge (per visit up to first two hours)	\$64

Subsequent hourly blocks will be charged according to the rates listed below.

Period	Time	Rate (\$\$/hr)
Monday to Friday	9.00 am to 5.00 pm	\$20
Monday to Friday	After 5.00 pm to 9.00 am the next day	\$30
Saturday	9.00 am to 1.00 pm	\$20
Saturday	After 1.00 pm to 12.00 am the next day	\$30
Sundays and Public Holidays	12.00 am to 9.00 am 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.

Cancellation charge for fault reported

Description of Charge	Charge (\$\$)
Cancellation of fault reported	\$10 per Request

ANNEX 3**REQUEST FORM FOR POINT-TO-POINT CONNECTION FOR NQSN Commercial**

Date of Application (dd/mm/yyyy):	
Application Reference Identifier:	
Section A: Particulars of End User	
End User Name:	End User Designation. :
End User Company Name:	
End User E-mail Address:	End User Contact No: (Mobile) (Office)

Section B: Particulars of Point-to-Point Connection Request for NQSN Commercial	
Supporting Documentation for NQSN Commercial:	
A-End Address: Postal Code ()	B-End Address: Postal Code ()
Expected distance/ dB loss between A-End and B-End:	
Request for Activation date (dd/mm/yyyy):	
Remarks:	

Section C: Undertaking		
*I/We accept the NetLink Trust's Terms and Conditions for Point-to-Point Connection, including any amendments NetLink Trust may make from time to time to those terms and conditions. *I/We confirm that all the information herein given is true and correct.		
Signed for on behalf of the applicant by its Authorised Officer:		
_____	_____	_____
Signature of Authorised Officer	Date (dd/mm/yyyy)	*Firm/Company Stamp (if applicable)

For Official Use Only

Order Taking	
<input type="checkbox"/> Application accepted	Date:
Order Reference Identifier:	
Service Reference:	
<input type="checkbox"/> Application rejected	Date:
Reason for rejection:	
Documents verified & submitted by:	

NetLink Trust Personnel / Signature	
Order Completed	
<input type="checkbox"/> Order Completed	Date of Completion:
	Date of Notification:
Remarks:	
Verified by:	

NetLink Trust Personnel / Signature	

ANNEX 4**REQUEST FORM FOR TROUBLE TICKET**

Date of Application (dd/mm/yyyy):		
Section A: Particulars of End User		
End User Name:		End User Designation :
End User Company Name:		
End User E-mail Address:	End User Contact No: (Mobile) (Office)	

Section B: Particulars of Point-to-Point Connection Request
ORI which End User want to file a Trouble Ticket:
Remarks:

Section C: Undertaking						
*I/We accept the NetLink Trust's Terms and Conditions for Point-to-Point Connection, including any amendments NetLink Trust may make from time to time to those terms and conditions. *I/We confirm that all the information herein given is true and correct.						
Signed for on behalf of the applicant by its Authorised Officer:						
<table border="1"> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature of Authorised Officer</td> <td>Date (dd/mm/yyyy)</td> <td>*Firm/Company Stamp (if applicable)</td> </tr> </table>	_____	_____	_____	Signature of Authorised Officer	Date (dd/mm/yyyy)	*Firm/Company Stamp (if applicable)
_____	_____	_____				
Signature of Authorised Officer	Date (dd/mm/yyyy)	*Firm/Company Stamp (if applicable)				

For Official Use Only

Trouble Ticket taking	
<input type="checkbox"/> Application accepted	Date:
Trouble Ticket Identifier:	
<input type="checkbox"/> Application rejected	Date:
Reason for rejection:	
Documents verified & submitted by:	
_____ NetLink Trust Personnel / Signature	

Trouble Ticket Rectified	
<input type="checkbox"/> Trouble Ticket Rectified	Date of Rectification:
Start Date :	
Start Time :	
End Date :	
End Time :	
Remarks:	
Verified by:	
<hr/>	
NetLink Trust Personnel / Signature	

ANNEX 5**SERVICE LEVEL GUARANTEES REBATES****A1. REBATES FOR POINT-TO-POINT CONNECTION**

Subject to paragraph 8.7 of **Annex 1**, NLT shall compensate the RL a rebate (as detailed in table below) in the event NLT fails to meet the standard recovery time of six (6) hours for each affected Point-to-Point Connection for a particular month.

Recovery Time	Percentage of Applicable MRC Credited to RL for each affected Point-to-Point Connection that fails to meet the standard recovery time of six (6) hours
< 6 hours	0%
Between 6 hours to < 12 hours	10%
Between 12 hours to < 18 hours	20%
Between 18 hours to < 24 hours	60%
24 hours and above	100%

Where a Point-to-Point Connection comprising of one (1) fibre strand is deployed between two (2) physical points (“**A-end**” and “**B-end**”), the amount to be credited to the RL shall be the product of the applicable MRC for the affected Point-to-Point Connection and the applicable percentage as determined by the above table.

A2. SERVICE LEVEL AVAILABILITY REBATES FOR POINT-TO-POINT CONNECTION

The service level availability for each Point-to-Point Connection is calculated as follows:

$$\frac{(A - B)}{(A)} \times 100\%$$

Where A = 24 hours x number of days for the month (in hours); and

B = total network outage time for each affected Point-to-Point Connection in the same month (in hours)

Subject to paragraph 8.7 of **Annex 1**, the total network outage time is the sum of all minutes for which each of the RL 's affected Point-to-Point Connection is unavailable measured from the time each fault is reported by the RL to the time NLT confirms that the fault is restored, excluding fault incidents where NLT is prevented or restricted from restoring the service owing to matters that are not within NLT's control.