

Dated

2020

BETWEEN

**NETLINK MANAGEMENT PTE. LTD.**

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

AND

**[REDACTED]**

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**CUSTOMISED AGREEMENT**

**PROVISION OF DC-TO-DC CONNECTIONS FOR ENTERPRISE SERVICES**

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This CUSTOMISED AGREEMENT is made on

2020 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 Viva Business Park 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 ("**IMDA**") under Section 5 of the Telecommunications Act (Cap. 323) ("**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 Parties are desirous of entering into this Customised Agreement to regulate Parties' respective obligations and responsibilities with regard to the provision of DC-to-DC Connections (as defined below) for the purpose of providing Enterprise Services (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 Saturdays, Sundays or the gazetted public holidays in Singapore;

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

"**DC-to-DC Connection**" means a connection comprising two (2) fibre strands that is deployed between two (2) physical points ("**A-end**" and "**B-end**") within NLT's network, where the A-end is a Data Centre and the B-end is a Non-Residential Premise. For the avoidance of doubt, the fibre strands shall be deployed between the same A-end and B-end using the same route;

"**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;

“**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 by utilizing a DC-to-DC 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;

“**MRC**” means the Monthly Recurring Charge that applies to a DC-to-DC Connection as set out in **Annex 3** to this Agreement; and

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

## 1.2 Interpretation

In this Agreement:-

- 1.2.1 unless otherwise defined herein, all terms and references defined in NLT's Interconnection Offer as approved by the Authority (“**Approved ICO**”) (as set out on the IMDA webpage <https://www.imda.gov.sg/regulations-and-licensing-listing/nationwide-broadband-network/netlink-trusts-interconnection-offer-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 annexures are references to the clauses, schedules, recitals and annexures of this Agreement;
- 1.2.6 the words "herein", "hereinafter", "hereof" and "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement;

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

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

- 2.1 Upon request made by the RL in accordance with the terms and conditions specified herein, NLT shall provide DC-to-DC Connections to the RL for the purpose of providing Enterprise Services.

## **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 Annex 1 hereto and as may be amended from time to time by the Parties' mutual agreement, subject to the Authority's approval.

## **4. CONFIDENTIALITY**

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

## **5. PROTECTION OF NETWORKS**

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

## 6. BILLING INFORMATION

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

## 7. TERM AND TERMINATION

- 7.1 This Agreement shall be submitted to the Authority for approval and shall come into effect only upon such approval by the Authority. The date on which the Authority's approval is granted or is deemed to have been granted shall hereinafter be referred to as the "**Effective Date**".
- 7.2 Subject to **paragraph 7.1 of Annex 1** hereto, this Agreement shall expire eighteen (18) months after the Effective Date ("**Initial 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 Annexures hereto, either Party may terminate this Agreement pursuant to the provisions of Clause 12.1 of the main body of Part 2 of the Approved ICO (which are incorporated pursuant to Clause 9.1 below). In addition, either Party may terminate this Agreement by giving to the other Party thirty (30) days' written notice or such shorter notice as may be directed or requested by the Authority.

## 8. LIMITATION OF LIABILITY

- 8.1 This Clause 8 shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, willful or deliberate breach, breach of statutory duty or any other cause) of NLT to the RL 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, NLT shall not be liable to the RL, 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 the RL and arising from or in connection with this Agreement.
- 8.3 Subject to Clause 8.4, NLT's aggregate liability to the RL for breach of any of NLT's 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 3 of this Agreement) paid or payable by the RL during the twelve (12) months prior to the event giving rise to the liability.
- 8.4 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury.

## **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 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 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 DC-TO-DC CONNECTIONS

- 1.1. The RL shall not use any DC-to-DC Connection for the purpose of providing fibre-based broadband services to Residential End-Users. During the term of this Agreement, NLT shall provision one (1) DC-to-DC Connection, for which the A-end and B-end shall be the locations set out in **Annex 2**.
- 1.2. The RL shall use each DC-to-DC Connection to supply one (1) Enterprise Service to one (1) Enterprise Customer at the Non-Residential Address indicated in the request for that DC-to-DC Connection ("**Request**"). For the avoidance of doubt, a DC-to-DC Connection shall not be used by the RL to supply any service that is not an Enterprise Service, and the RL shall not use the same DC-to-DC Connection to provide more than one (1) Enterprise Service to the same Enterprise Customer at the Non-Residential Address indicated on the Request.
- 1.3. The RL must provide the address of the Non-Residential Address that shall serve as the handover location.
- 1.4. The RL shall procure that no Enterprise Customer shall use a DC-to-DC Connection 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 Parties acknowledge and agree that NLT's demarcation will end at NLT's Network, in that NLT's Network in respect of the DC-to-DC Connection provided under this Agreement shall be deemed to end at the TP installed at the B-end (i.e. the Non-Residential Address).
- 1.6. The RL shall submit Requests for the DC-to-DC Connections during the six (6) month period commencing from the Effective Date ("**Request Window**"). For the avoidance of doubt, NLT shall have no obligation to accept any Requests submitted after the expiry of the Request Window.
- 1.7. Each DC-to-DC Connection shall be subjected to a minimum contract term of twelve (12) months, commencing from the Ready For Service (RFS) date as advised by NLT ("**Connection Contract Term**").
- 1.8. The termination of any active DC-to-DC Connection before the expiry of the Connection Contract Term shall be subject to an Early Termination Charge that is equivalent to the total aggregate Application MRC which would have been payable during the remainder of the Connection Contract Term for the terminated DC-to-DC Connection.

### 2. PROCEDURE FOR REQUEST FOR SERVICES

- 2.1. The RL shall submit each Request via email using the form set out in **Annex 4**.
- 2.2. 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.
- 2.3. Where the Request is accepted by NLT, NLT shall conduct a desktop study to evaluate the feasibility of supplying the DC-to-DC Connection, and shall issue a desktop study report on the

details of the proposed deployment of the DC-to-DC Connection, which may include (but is not limited to) the following information:

- (a) Distance of the proposed fibre route; and
  - (b) The theoretical signal loss applicable for the proposed fibre route.
- 2.4. 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 RL shall be liable for the Cancellation Charges as set out in **Annex 3**.
- 2.5. 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.
- 2.6. Subject to the RL's acceptance of the desktop study report and any charges to be imposed by NLT on the RL on Cost-Oriented Basis, NLT shall conduct a site survey to assess the cable routing for each DC-to-DC Connection. NLT shall thereafter provide a quotation of any applicable one-time Installation Charge ("**OTC**") and of any additional cost (e.g. special trunking and scaffolding) to carry out the installation work arising from the need to deploy specialised equipment ("**Quotation**"), as well as the estimated service activation period for each DC-to-DC Connection, prior to fulfilling the said order.
- 2.7. NLT shall commence the fibre deployment subject to the following conditions:
- 2.7.1. The RL agrees to the OTC and other costs indicated in the Quotation proposed by NLT pursuant to **paragraph 2.6** above;
  - 2.7.2. 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**"). 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 3** of the Agreement;
  - 2.7.3. The RL shall assist NLT by providing access to the necessary existing facilities within the relevant Data Centre or Building for the deployment of the DC-to-DC 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 DC-to-DC 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;
  - 2.7.4. In the event that NLT is unable to deploy the DC-to-DC 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. 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 3**, and all costs that NLT has already incurred under the original Quotation accepted by the RL under **paragraph 2.7.2** above; and
  - 2.7.5. The RL shall secure access for NLT to carry out any works and to liaise with building management where necessary.

- 2.8. In the event that the RL cancels the Request for a DC-to-DC Connection after the commencement of the site survey referred to in **paragraph 2.6** of this **Annex 1** and before accepting the Quotation, the Request for the relevant DC-to-DC Connection will be deemed to have been cancelled and the RL shall be liable for the Cancellation Charge(s) set out in **Annex 3**.
- 2.9. In the event that the RL cancels the Request for a DC-to-DC Connection after accepting NLT's Quotation, the Request for the relevant DC-to-DC Connection will be deemed to have been cancelled and the RL shall be liable for the Cancellation Charge(s) stipulated in **Annex 3**.
- 2.10. In the event that NLT performs fibre diversion or re-routing, NLT shall take all reasonable measures to ensure that the signal loss difference does not exceed 3dB, provided always that any failure to comply with this clause shall not be a breach of this Agreement in the event that the excessive signal loss is caused by circumstances beyond the reasonable control of NLT, including but not limited to the issuance of instructions from Government Agencies to follow a specific route for the fibre diversion.

### **3. SERVICE LEVEL GUARANTEES**

- 3.1. NLT will provide the service level guarantees set out below (collectively the "**Service Level Guarantees**"):
  - 3.1.1. NLT shall offer a service level availability of 99.99% per month for each DC-to-DC Connection; and
  - 3.1.2. NLT shall endeavour to restore any fault within a standard recovery time of six (6) hours.
- 3.2. If NLT fails to meet the service level availability set out in **paragraph 3.1.1** 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 MRC for each affected DC-to-DC Connection. The calculation of the rebate shall be determined according to the rules set out in **Annex 5** of this Agreement.
- 3.3. If NLT fails to meet the standard recovery time set out in **paragraph 3.1.2** 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.
- 3.4. 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 Requesting Licensee: 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 Requesting Licensee to provide additional information. For valid claims submitted within the timeframe, NLT shall provide the rebate in its next invoice.
- 3.5. If the RL is entitled to a rebate pursuant to the claim made under **paragraph 3.4**, 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.
- 3.6. The Service Level Guarantees and rebates provided by NLT are of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable.

- 3.7. 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 DC-to-DC 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 DC-to-DC 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 Connection shall always be excluded. Provided that in the event that the RL maintains 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 DC-to-DC Connection caused by events beyond the reasonable control of NLT and its suppliers and contractors;
  - (f) delay in the restoration of the DC-to-DC Connection caused by RL's failure to provide access to the necessary existing facilities within the relevant Data Centre or Building for the deployment of the DC-to-DC 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 DC-to-DC 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.
- 3.8. The estimated period required by NLT to provision a DC-to-DC Connection using the existing NLT infrastructure is one (1) calendar month, and approximately three (3) calendar months are required to provision a DC-to-DC 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 DC-to-DC Connection shall depend on 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.

- 3.9. 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 DC-to-DC Connection provided by NLT under this Agreement.
- 3.10. If duplicate claims for the same failure to meet the Service Level Guarantees are made under **paragraph 3.4** 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.
- 3.11. The RL shall ensure that claims submitted pursuant to **paragraph 3.4** 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.
- 3.12. NLT will review the Service Level Guarantees periodically and may revise the Service Level Guarantees, the corresponding rebates set out in **paragraphs 3.2 and 3.3** 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) months from the date of such notification, subject to any direction by IMDA.

#### **4. FAULT REPORTING**

- 4.1. The RL shall report all faults by filling in the form set out in **Annex 6** of this Agreement and emailing the same to NLT's Fault Team at [fault@netlinknbn.com](mailto:fault@netlinknbn.com). The RL must then follow up with a telephone call to Fault Team at telephone no. [REDACTED]
- 4.2. Upon receipt of a fault report from the RL in accordance with **paragraph 4.1** above, NLT shall investigate the cause of the fault and shall provide periodic updates to RL on the status of the fault rectification.
- 4.3. The calculation of the total time taken for the investigation to be completed will exclude the period during which NLT is not able to obtain permission to access or work in a Building or Data Centre due to the Building or Data Centre being inaccessible.
- 4.4. 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,

then, upon completion of the fault investigation by NLT, NLT shall charge the RL the fault identification charge specified in **Annex 5** of this Agreement.

## 5. FEES & CHARGES

- 5.1. The fees set out in **Annex 3** shall apply for all DC-to-DC Connections provided by NLT pursuant to this Agreement. In the event that any charges for services are not stipulated in Annex 3, the charges for such services as set out in Schedule 15 of the Approved ICO shall apply.
- 5.2. The fees set out in **Annex 3** shall be valid until the occurrence of the earlier of the following events:
- (a) the expiration of one (1) year from the effective date of the Agreement; 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 3**, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further DC-to-DC Connections at the fees set out in **Annex 3**.
- 5.3. NLT will review the fees set out in **Annex 3** 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. REPORTS AND RECORD-KEEPING

- 6.1. The RL shall maintain accurate records of all matters relating to the DC-to-DC Connections provided under this Agreement, and shall:
- 6.1.1. 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 confirm compliance with this Agreement through site visits and/or such other methods as determined by NLT at its sole discretion from time to time; and
  - 6.1.2. Upon request by NLT, submit supporting evidence showing that each DC-to-DC Connection is used only for the purpose of providing Enterprise Services.

## 7. APPROVAL OF TARIFF

- 7.1. The Parties acknowledge and agree that this Agreement shall remain in effect only until the Approved ICO is amended to include the provisioning of DC-to-DC Connections (or connections of a similar nature), or a tariff that is approved by IMDA for the provisioning of DC-to-DC Connections (or connections of a similar nature) ("**Approved Tariff**") is implemented by NLT. In the event that the Approved ICO is amended as aforementioned, or the New Tariff is implemented:
- 7.1.1. this Agreement shall terminate on the effective date of amendment of the Approved ICO or the implementation date of the Approved Tariff, whichever applies, without liability on the part of either Party, save that both Parties shall settle any payments which have accrued at the time of termination, and
  - 7.1.2. all DC-to-DC Connections provisioned under this Agreement shall thereafter be deemed to have been provisioned under the prevailing Approved ICO or New Tariff, whichever applies, from the effective date of termination of this Agreement ("**Termination Date**").

For the avoidance of doubt, all DC-to-DC Connections originally provisioned under this Agreement that are active as of the Termination Date shall thereafter be subject to the terms and conditions of the prevailing Approved ICO or New Tariff, including the pricing and minimum contract term.

- 7.2. Regardless of termination or expiration of the Agreement under **paragraph 7.1** above or any other clause under 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 6.1, 8.2, 8.3 and 8.4** of this **Annex 1**.

## **8. ADDITIONAL TERMS AND CONDITIONS**

- 8.1. 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 or Data Centre, 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 DC-to-DC Connection).
- 8.2. Upon termination of an existing DC-to-DC Connection at any time, the RL may arrange for the Removal of the TP or any part of the Network as currently installed, and shall bear the charges relating to any reinstatement work to be performed by NLT in relation to the Removal at the RL's request. Such reinstatement charges will be recovered by NLT from the RL on a Cost-Oriented Basis. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of this Agreement.
- 8.3. Where the provisioning of a DC-to-DC Connection involves digging or trenching works, all ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the Request shall belong to NLT. The Parties shall effect the assignment or transfer of the relevant ducts and/or manholes by entering into separate agreements which shall include the following terms:
- (a) The relevant ducts and/or manholes shall be assigned or transferred, without consideration, to NLT free and clear of any and all encumbrances;
  - (b) 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;
  - (c) 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; and
  - (d) The RL shall bear all costs related to the assignment or transfer of the relevant ducts and/or manholes to NLT.
- 8.4. 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).
- 8.5. Schedule 16 of the Approved ICO shall apply to this Agreement.

## **ANNEX 2**

### **A-END AND B-END OF THE DC-TO-DC CONNECTION**

1. A-end at 20 Ayer Rajah Crescent Singapore 139964 to B-end at 1 Stars Avenue Singapore 138507



**ANNEX 3**

**CHARGES**

The charges for DC-to-DC Connections are set out below.

**1. Monthly Recurring Charge (MRC)**

<b><u>Tenor (months)</u></b>	<b><u>MRC for DC-to-DC Connection comprising two (2) fibre strands</u></b>
12	\$2,500

**Other Charges for DC-to-DC Connections**

<b>S/N</b>	<b>Description of Charges</b>	<b>Amount</b>
1	One –Time Installation Charge (“ <b>OTC</b> ”)	\$3,000 per DC-to-DC Connection comprising two (2) fibre strands, with fibre length up to 80 metres from the FTTB Node to the TP.  Where the fibre length from the FTTB Node to the TP exceeds 80 metres, additional charges shall be imposed on a Cost-Oriented Basis.
2	Early Termination Charge	Total MRC payable for the remaining Connection Contract Term for each DC-to-DC Connection.

**Other Charges**

<b>S/N</b>	<b>Description of Charges</b>	<b>Amount</b>
1	Cancellation Charges due to RL’s rejection of desktop study report	\$50 per Request
2	Cancellation Charges after acceptance of desktop study report and before commencement of site survey	\$50 per Request
3	Cancellation Charges after commencement of site survey and before acceptance of the Quotation	\$76 per site survey

4	Cancellation Charges after acceptance of the Quotation by the RL	\$76 per site survey + incidental costs calculated on a Cost-Oriented Basis.
5	Charges for Removal of TP and other reinstatement works upon termination of existing DC-to-DC Connection pursuant to <b>paragraph 8.2 of Annex 1</b>	Cost-Oriented Basis on a case-by-case basis

**ANNEX 4**

**REQUEST FORM FOR DC-TO-DC CONNECTION**

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

<b>Section B: Particulars of DC-to-DC Connection Request for Enterprise Service</b>	
Recipient of Enterprise Service (if applicable):	
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:	

<b>Section C: Undertaking</b>		
*I/We accept the NetLink Trust's Terms and Conditions for DC-to-DC 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***

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

**ANNEX 5**

**SLG REBATES & FAULT IDENTIFICATION CHARGE**

**A1. REBATES FOR DC-TO-DC CONNECTIONS FOR ENTERPRISE SERVICES**

Subject to **paragraph 3.7 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 DC-to-DC Connection for a particular month.

<b>Recovery Time</b>	<b>Percentage of MRC Credited to RL for each affected DC-to-DC Connection that fails to meet the standard recovery time of six (6) hours</b>
< 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 DC-to-DC Connection comprising of two (2) fibre strands 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 MRC for the affected DC-to-DC Connection and the applicable percentage as determined by the above table.

**A2. SLA REBATES FOR DC-TO-DC CONNECTIONS FOR ENTERPRISE SERVICES**

The service level availability for each DC-to-DC 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 DC-to-DC Connection in the same month (in hours)

Subject to **paragraph 3.7 of Annex 1**, the total network outage time is the sum of all minutes for which each of the RL’s affected DC-to-DC Connection for Enterprise Services 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.

**C. FAULT IDENTIFICATION CHARGE**

<b>Description</b>	<b>Charges (\$\$)</b>
Minimum charge (per visit up to first two hours)	\$64

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

<b>Period</b>	<b>Time</b>	<b>Rate (\$\$/hr)</b>
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.

**ANNEX 6**

**REQUEST FORM FOR TROUBLE TICKET TO REQUESTING LICENSEES**

Date of Application (dd/mm/yyyy):		
<b>Section A: Particulars of Licensee</b>		
Licensee Name:		Licensee Designation. :
Licensee Company Name:		
Licensee E-mail Address:		Licensee Contact No: (Mobile) (Office)

<b>Section B: Particulars of DC-to-DC Connection Request</b>
ORI which Licensee want to file a Trouble Ticket:
Remarks:

<b>Section C: Undertaking</b>		
*I/We accept the NetLink Trust's Terms and Conditions for DC-to-DC Request, 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***

<b>Order taking</b>	
<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** Trouble Ticket Rectified

Date of Rectification:

Start Date :

Start Time :

End Date :

End Time :

Remarks:

Verified by:

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NetLink Trust Personnel/Signature