

**PRIVATE & CONFIDENTIAL**

Dated [                      2018 ]

BETWEEN

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

AND

**M1 LIMITED**

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**CUSTOMISED AGREEMENT**

**PROVISION OF NON-BUILDING ADDRESS POINT CONNECTIONS IN RELATION TO TENDER NO.  
GVT (T) 17032 ISSUED BY THE GOVERNMENT TECHNOLOGY AGENCY FOR THE  
PROVISION OF NETWORK BANDWIDTH CONNECTIVITY SERVICES FOR GOVERNMENT  
MINISTRIES AND DEPARTMENTS, STATUTORY BOARDS, ORGANS OF STATE AND  
OTHER PARTICIPATING ENTITIES**

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This CUSTOMISED AGREEMENT is made on [ 2018 ] 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) **M1 LIMITED** (Company Registration Number: 199206031W), a company incorporated in Singapore with its registered address at 10 International Business Park Singapore 609928 (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 Infocommunications Media Development Authority of Singapore ("**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 RL has signed an agreement on terms of the Approved ICO with NLT ("**RL's ICO Agreement**").
- D. The RL was awarded Tender no. GVT (T) 17032 by the Government Technology Agency for the provision of network bandwidth connectivity services for Government ministries and departments, statutory boards, organs of state and other participating entities (the "**Tender**") on 6<sup>th</sup> April 2018. The RL's Block Offer Pricing for "Minimum [REDACTED] NBAP Outdoor Layer 3 Multipoint to Multipoint Shared Fibre connectivity Service" ("**Block Offer**") was also accepted as part of the Tender award.
- E. The Parties hereby agree to enter into this Customised Agreement, which is separate from and independent of the RL's ICO Agreement, to regulate Parties' respective obligations and responsibilities with regard to the provision of NBAP Connections by NLT in support of any subsequent contracts entered into by the RL with Government ministries and departments, statutory boards, organs of state or other participating entities under the Tender (each of which shall hereinafter be referred to as a "**Tender Contract**").

**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:-

**"1:1 NBAP Connection"** means an NBAP Connection with 1:1 split ratio;

**"1:16 NBAP Connection"** means an NBAP Connection with 1:16 split ratio;

**"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;

**"Code"** means the NetCo Interconnection Code 2017 issued by the Authority pursuant to section 26(1) of the Act, which came into operation on 7 April 2017, or its successor code of practice, and as may be amended from time to time;

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

**"Early Termination Charge"** means the charge described in paragraph 1.4 of Annex 1;

**"Indoor NBAP Connection"** means an NBAP Connection from NBAP remote sites located in doors (e.g. within residential or commercial buildings, or multi-storey carparks);

**"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;

**"NBAP Connection"** means a passive optical fibre connection from a designated NLT Central Office to an NBAP Termination Point pursuant to this Agreement, and includes 1:1 NBAP Connections, 1:16 NBAP Connections, Indoor NBAP Connections and Outdoor NBAP Connections;

**"Outdoor NBAP Connection"** means an NBAP Connection from NBAP remote sites located outside of residential and commercial buildings (e.g. lamp posts);

**"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.

## 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-licensing-and-consultations/frameworks-and-policies/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 NBAP Connections in support of the RL's performance of its obligations under Tender Contracts, provided that all Retail Service Providers to whom the RL provides services using the NBAP Connections utilize such services in such manner and for the benefit of such parties as specified in the Tender Contracts.

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

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

#### **4. CONFIDENTIALITY**

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

#### **5. PROTECTION OF NETWORKS**

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

#### **6. BILLING INFORMATION**

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

#### **7. TERM AND TERMINATION**

- 7.1 This Agreement shall be submitted to the Authority for approval and shall come into effect only upon such approval by the Authority.
- 7.2 This Agreement shall expire five (5) years after the date the Authority approves or is deemed to have approved this Agreement.
- 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.
- 7.4 Unless otherwise specified in the Annexures hereto, either Party may terminate this Agreement pursuant to the provisions of Clause 12.1 of the main body of Part 2 of the Approved ICO (which are incorporated pursuant to Clause 9.1 below). In addition, either Party may terminate this Agreement:
- (a) by giving to the other Party 180 days' written notice or such shorter notice as may be directed or requested by the Authority; or
  - (b) by giving to the other Party five (5) months' written notice in the event that the Government (as defined in the Tender) exercises its right to terminate the Master Contract (as defined in the Tender) for convenience.

#### **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 2 of this Agreement) paid or payable by the RL during the twelve (12) months prior to the event giving rise to the liability.
- 8.4 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury.

## **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 3, 10, 11, 15, 16 and 18) shall be incorporated herein and shall form part of this Agreement, with the necessary modifications for application to this Agreement instead of an ICO Agreement. For the avoidance of doubt, this Agreement shall be deemed to be a "Customised Agreement" referred to in Clause 1.4 of the main body of Part 2 of the Approved ICO and as defined under Clause 1.2.1 of the Code. In the event of any inconsistencies between the provisions of this Agreement and the Approved ICO, the terms of this Agreement shall prevail to the extent of such inconsistencies.

### 9.2 Release, Waiver or Compromise

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

### 9.3 Prohibition against Assignment and Sub-Licensing

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

### 9.4 Amendment

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

### 9.5 Invalidity and Unenforceability

Any provision of this Agreement that is invalid or unenforceable under any Law in Singapore will

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

#### 9.6 Counterparts

This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument.

#### 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.

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:

**M1 LIMITED**

Signed by \_\_\_\_\_ )  
(Name of Signatory) )  
for and on behalf of \_\_\_\_\_ )  
**M1 LIMITED** )  
 )  
in the presence of: )  
(signature) \_\_\_\_\_  
Designation:

(signature of witness)  
Name of Witness:  
Designation:



## ANNEX 1

### 1. PROVISION OF NBAP CONNECTION

- 1.1. The RL acknowledges and agrees that the NBAP Connections provided under this Agreement shall be used only for the purposes of fulfilling the RL's obligations under Tender Contracts. The RL shall procure that the Retail Service Providers to whom the RL provides services using the NBAP Connections shall only utilize such services in such manner and for the benefit of such parties as specified in the Tender Contracts.
- 1.2. The RL shall not extend any NBAP Connection beyond the service boundary. In determining the boundary, the Classification Guidelines issued by NLT on 20 September 2013 (as may be updated by NLT from time to time) shall apply. The RL shall not use the NBAP Connection for the purpose of reselling or aggregating end-user data traffic.
- 1.3. Each NBAP Connection activated by the RL shall be subject to a minimum contract term of twelve (12) months, commencing from the Ready For Service (RFS) date as advised by NLT (the "**Minimum Connection Term**").
- 1.4. The termination of any active NBAP Connection before the expiry of the Minimum Connection Term shall be subject to an Early Termination Charge that is equivalent to the total aggregate Monthly Recurring Charge which would have been payable during the remainder of the Minimum Connection Term for the terminated NBAP Connection.

### 2. PROCEDURE FOR REQUEST FOR SERVICES

- 2.1. The RL shall submit a Request under Schedule 3 of the Approved ICO via the NetLink Trust Platform with respect to each 1:16 NBAP Connection required and shall include the prefix "<GOVTECH/T17032/<[NAME OF AGENCY]>" in the 'Application Reference' field. In the event that the RL fails to include the abovementioned prefix in the 'Application Reference' field when submitting the Request, the charges that apply to that 1:16 NBAP Connection shall be based on Schedule 15 of the Approved ICO instead of Annex 2 of this Agreement.

For the avoidance of doubt, the ordering and provisioning procedures set out in clauses 4 and 5 of Schedule 3 of the Approved ICO shall apply to this Agreement notwithstanding any variance in the definition of "NBAP Connection", unless specifically provided otherwise in this Agreement.

- 2.2. The RL shall first submit a Request under Schedule 10, followed by a Request under Schedule 11 of the Approved ICO via the NetLink Trust Platform within the same day with respect to each 1:1 NBAP Connection required. The RL shall indicate the same Application Reference using prefix "<GOVTECH/T17032/<[NAME OF AGENCY]>" in the 'Application Reference' field when submitting both Requests. In the event that the RL fails to indicate the same Application Reference using the abovementioned prefix in the 'Application Reference' field when submitting the Requests, the charges that apply to that 1:1 NBAP Connection shall be based on Schedule 15 of the Approved ICO instead of Annex 2 of this Agreement.
- 2.3. Subject to the charges set out in Annexes 2, 3, 4 and 5 herein, NLT shall conduct a site survey to assess the cable routing and other works required for the order related to each NBAP Connection. NLT shall provide the RL with a quotation of the total applicable one-time Installation Charge ("**OTC**") prior to fulfilling the said order.
- 2.4. NLT shall commence the fibre deployment from NLT's designated Central Office to the NBAP TP location specified by the RL subject to the following conditions:

- 2.4.1. The RL agrees to the applicable OTC communicated by NLT pursuant to paragraph 2.3 above.
- 2.4.2. The RL must provide its acceptance of the service activation period and agreement to pay the OTC to NLT within ten (10) Business Days of receiving NLT's notification of the total applicable OTC, failing which, the Request shall be deemed cancelled and the RL shall be liable for Cancellation Charges stipulated in Annex 2 of the Agreement.
- 2.4.3. The RL shall secure access for NLT to carry out any works and to liaise with building management where necessary.
- 2.4.4. The RL shall take all steps that may be necessary (including but not limited to the execution of deeds of transfer) to ensure that ownership of the ducts and manholes through which NLT's fibre cables are laid for the purposes of providing the NBAP Connections vests in NLT at no additional cost to NLT.
- 2.5. The Service Level Guarantees prescribed in Clause 2 of Schedule 3 of the Approved ICO shall apply to the provision of 1:16 NBAP Connections, save that all references to "NBAP Connections" shall be replaced by "1:16 NBAP Connections", and all references to "Monthly Recurring Charge" shall mean the Monthly Recurring Charge set out in Annex 2 of this Agreement. NLT shall achieve a service activation period of less than forty (40) Business Days, provided always that the service activation period shall depend on the availability of access to the NBAP TP location, actual site conditions, the grant of the necessary licences, permits, consents, waivers and authorization by the relevant Government Agencies or any other party, and any unforeseen circumstances beyond the control of NLT. The service activation period shall be calculated from the day of the RL's acceptance of the quotation provided under paragraph 2.3 of this Annex 1 until the day on which a NBAP Connection is handed over to the RL, and shall include any period of time needed for the construction of any ducts and manholes necessary for the provision of the NBAP Connection, but shall exclude any period of time needed for the completion of the transfer of ownership of existing ducts and manholes to NLT. For the avoidance of doubt, the Service Level Guarantees shall not apply in the event of any delay in the transfer or vesting of ownership of all relevant ducts and manholes to NLT, any delay in the grant of the necessary licences, permits, consents, waivers and authorizations related to the site by a Governmental Agency or any other party for any reason whatsoever, or any delay arising out of unforeseen circumstances beyond the control of NLT.

For the avoidance of doubt, NLT shall not offer any Service Level Guarantee in relation to the provision of 1:1 NBAP Connections under this Agreement.

- 2.6. In the event that the RL cancels the Request for a NBAP Connection after the commencement of the site survey referred to in paragraph 2.3 of this Annex 1 and before agreeing to the OTC, the Request for the NBAP Connection will be deemed to have been cancelled and the RL shall be liable for the Cancellation Charge stipulated in Annex 2 of the Agreement.
- 2.7. Upon termination of any existing NBAP Connection before the expiry of the Minimum Connection Term, the RL shall separately notify NLT that the termination order(s) have been submitted via the NetLink Trust Platform. Failure to notify NLT of the submission of the termination order(s) will result in the imposition of the 'Early Termination Charge' stipulated in Schedule 15 of the Approved ICO instead of the Early Termination Charge imposed under this Agreement.

### **3. FEES & CHARGES**

- 3.1. The fees set out in Annexes 2, 3, 4 and 5 herein shall apply for all NBAP Connections provided by NLT pursuant to this Agreement. In the event that any charges for Services related to the NBAP Connections are not stipulated in Annexes 2, 3, 4 or 5, the charges for such Services as set out in

Schedule 15 of the Approved ICO shall apply.

- 3.2. The fees set out in Annexes 2, 3, 4 and 5 herein shall be valid until the occurrence of the earlier of the following events:
- (a) the expiration of five (5) years from the effective date of this Agreement, subject to the extension of the term of this Agreement on such terms and conditions as may be mutually agreed by the Parties; 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 Annexes 2, 3, 4 and 5 herein, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further NBAP Connections at the fees set out in Annexes 2, 3, 4 and 5. The RL acknowledges that there may be a need to enter into a new agreement on revised tariffs and terms and conditions approved by the Authority at the relevant time, in which case this Agreement shall be terminated by mutual agreement without liability on the part of either Party, save for any antecedent obligations or liabilities of each Party or payments which have accrued at the time of termination.
- 3.4 The charges set out in Annexes 2, 3, 4 and 5 herein shall not apply to NBAP connections provided by NLT under the Approved ICO which are not related to the Tender and which are not requested by the RL for the purpose of fulfilling its obligations under Tender Contracts.
- 3.5 In the event of expiry or termination of this Agreement, the prevailing Monthly Recurring Charges for NBAP Connections as stipulated in Schedule 15 of the Approved ICO shall immediately apply to all remaining active NBAP Connections provided under this Agreement.

#### **4. REPORTS AND RECORD-KEEPING**

- 4.1. The RL shall maintain accurate records of all matters relating to the NBAP Connections provided under this Agreement, and shall:
- 4.1.1. Upon request by NLT, submit supporting evidence showing that the NBAP Connections are used only for the purposes of fulfilling the RL's obligations under Tender Contracts, and/or that the RL has procured that the Retail Service Providers to whom the RL provides services using the NBAP Connections utilize such services in such manner and for the benefit of such parties as specified in the Tender Contracts.

#### **5. ADDITIONAL TERMS AND CONDITIONS**

- 5.1. The fault reporting and clearing procedures set out in Schedule 3 of the Approved ICO shall apply for 1:16 NBAP Connections, subject to the procedures set out in this paragraph. The RL shall indicate the Order Request Identifier issued to the Schedule 3 Request when reporting the fault via the NetLink Trust Platform. Upon successful submission of the fault report via the NetLink Trust Platform, the RL shall email NLT NOC to notify that the fault report submitted relates to a 1:16 NBAP Connection provisioned under this Agreement.
- 5.2. The fault reporting and clearing procedures as set out in Schedule 11 of the Approved ICO shall apply for 1:1 NBAP Connections, subject to the procedures set out in this paragraph. The RL shall indicate the Order Request Identifier issued to the Schedule 11 Request when reporting the fault via the NetLink Trust Platform. For the avoidance of doubt, in the event that the RL submits a fault report indicating the Order Request Identifier issued to the Schedule 10 Request instead of the Order Request Identifier issued to the Schedule 11 Request, the RL shall submit a cancellation of the fault reported. Upon successful submission of the fault report via the NetLink Trust Platform, the RL shall email NLT NOC to notify that the fault submitted relates to a 1:1 NBAP Connection provisioned

under this Agreement, and the RL shall also indicate the Order Request Identifiers issued to the Schedule 10 and 11 Requests, respectively, in the email.

- 5.3. Upon termination of any existing NBAP Connection, including termination before the expiry of the Minimum Connection Term, the RL shall arrange for the Removal of the NBAP 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.
- 5.4. For the avoidance of doubt, all ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling any request by the RL pursuant to this Agreement shall belong to NLT and the RL shall take all steps that may be necessary to ensure ownership of these ducts and manholes vests in NLT at no additional cost to NLT.
- 5.5. The rights and remedies of NLT provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 5.6. Notwithstanding anything in this Agreement, NLT shall have no obligation to comply with the Tender Contracts or any other contract to which NLT is not a party and NLT shall not be obliged to undertake any works in respect of which the charges or rates are not specified in this Agreement. Any other specific requirement necessary for the RL to fulfil its obligations under the Tender Contracts must be mutually agreed in writing by the Parties.

**ANNEX 2****CHARGES**

The charges payable by the RL for NBAP Connections are set out below and shall be valid for a period of five (5) years from the effective date of the Agreement, subject to early termination under Clause 7 of the Agreement. For the avoidance of doubt, all charges applicable to NBAP Connections under the Approved ICO shall apply unless specifically provided for otherwise below.

<b>S/N</b>	<b>Description of Charges</b>	<b>Amount</b>	
1	Monthly Recurring Charge ("MRC")	1:16 NBAP Connection	████ per Connection
		1:1 NBAP Connection	████ per Connection
2	One-Time Installation Charge ("OTC")	Indoor NBAP Connection	████ per NBAP Connection for installations with fibre length up to 80 metres using existing facilities.  The OTC payable where fibre length exceeds 80 metres and / or new facilities are required is set out in <u>Annex 3</u> .
		Outdoor NBAP Connection	Refer to <u>Annex 4</u> or <u>Annex 5</u> , whichever applies, for the OTC payable, which includes pipe / duct laying and fibre pulling charges.
3	Service Activation Charge	\$64 per 1:16 NBAP Connection activated	
4	Standard Installation Charge	\$276 per 1:1 NBAP Connection activated	
5	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for each NBAP Connection	
6	Cancellation Charges after commencement of site survey and before acceptance of OTC	1:16 NBAP Connection	\$76 per site survey
		1:1 NBAP Connection	\$276 + any other incidental cost on a Cost-Oriented Basis
7	Cancellation Charges Due to	1:16 NBAP Connection	\$76 per site survey

	Failure to provide acceptance of service activation period and agreement to pay OTC within ten (10) Business Days of Receipt of NLT's notification of the total applicable OTC	1:1 NBAP Connection	\$76 per site survey + \$276 + any other incidental cost on a Cost-Oriented Basis
8	Cancellation Charges before RFS but after acceptance of OTC	1:16 NBAP Connection	\$76 per site survey + Service Activation Charge of \$64 + any other incidental cost on a Cost-Oriented Basis
		1:1 NBAP Connection	\$76 per site survey + \$276 + any other incidental cost on a Cost-Oriented Basis

**ANNEX 3****ONE-TIME INSTALLATION CHARGE: INDOOR NBAP CONNECTIONS**

The OTC payable by the RL to NLT for Indoor NBAP Connections where the fibre length exceeds 80 metres and / or new facilities are required will be derived based on the schedule of rates attached to this Annex 3. The rates set out in the said schedule shall be valid for a period of five (5) years from the effective date of this Agreement, subject to early termination under Clause 7 of the Agreement.

For the avoidance of doubt, NLT will not undertake any works that are not listed in the schedule of rates attached to this Annex 3 (including but not limited to works in relation to the hacking of wall and restoration, coring of floors, walls and ceilings).

**ANNEX 4****ONE-TIME INSTALLATION CHARGE: OUTDOOR NBAP CONNECTIONS**

The OTC payable by the RL to NLT for Outdoor NBAP Connections (excluding those provided as part of the Block Offer) will be derived based on the schedule of rates attached to this Annex 4. The rates set out in the said schedule shall be valid for a period of five (5) years from the effective date of this Agreement, subject to early termination under Clause 7 of this Agreement.

For the avoidance of doubt, NLT will not undertake any works that are not listed in the schedule of rates attached to this Annex 4.



**ANNEX 5****ONE-TIME INSTALLATION CHARGE: BLOCK OFFER**

The OTC payable by the RL to NLT for Outdoor NBAP Connections provided as part of the Block Offer will be derived based on the schedule of rates set out in this Annex 5 and its attachment(s). These rates shall be valid for a period of five (5) years from the effective date of this Agreement, subject to early termination under Clause 7 of this Agreement and the below terms and conditions:

- a) The RL shall provide NLT with a confirmed list of NBAP sites under the Block Offer ("**Block Offer List**") within seven (7) Business Days from the effective date;
- b) NLT shall not be obliged to accept or fulfil any Request for Outdoor NBAP Connections located at sites which fall outside of the Block Offer List; and
- c) New NBAP sites may be added to the Block Offer List upon the Parties' mutual agreement in writing.

In addition, NLT shall charge the RL for the following fixed costs related to pipe laying with excavation and reinstatement works for Outdoor NBAP Connections:

	<b>Description</b>	<b>Charges</b>
a.	For less than ■ metres	■ for works involving surfaces other than concrete; ■ for works involving concrete surfaces
b.	Between ■ metres and up to ■ metres	■ for works involving surfaces other than concrete; ■ for works involving concrete surfaces
c.	More than ■ metres and up to ■ metres	■ for works involving surfaces other than concrete; ■ for works involving concrete surfaces
d.	More than ■ metres	As per schedule of rates attached to Annex 4
e.	Cabling Installation Work - Supply and provision of ■ Optic Fibre OSP cable by pulling method	■

For the avoidance of doubt, aside from the costs described in this Annex 5, no additional charges shall be levied on the RL in relation to Outdoor NBAP Connections provided as part of the Block Offer.