## **PRIVATE & CONFIDENTIAL**

Dated [ ] Mar 2018

## **BETWEEN**

**NETLINK MANAGEMENT PTE. LTD.** 

(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)

AND

TPG TELECOM PTE. LTD.

## **CUSTOMISED AGREEMENT**

PROVISION OF NON-BUILDING ADDRESS POINT (NBAP) CONNECTIONS FOR MOBILE NETWORK DEPLOYMENT

## This CUSTOMISED AGREEMENT is made on [ ] March 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) **TPG TELECOM PTE. LTD.** (Company Registration Number: 201617990D), a company incorporated in Singapore with its registered address at 150 Beach Rd, #07-05/08, West Tower, The Gateway Building Singapore 189720 (the "Requesting Licensee" or "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 CO-to-NBAP Connections (as defined below) to the Requesting Licensee for the sole purpose of Mobile Network Deployment.

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;

"CO-to-NBAP Connection" means a service provided by NLT for the use of passive optical fibre cable ("Layer 1 service") from NLT's designated Central Office to a NBAP TP upon request by the Requesting Licensee and accepted by NLT pursuant to the 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;

"NBAP" or "Non-Building Address Point" means a location in mainland Singapore or its connected islands other than a physical address;

"Mobile Network Deployment" means the deployment of telecommunication systems by the Requesting Licensee for the purpose of provisioning public cellular mobile telecommunication services; 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 <a href="https://www.imda.gov.sg/regulations-licensing-and-consultations/frameworks-and-policies/nationwide-broadband-network/netlink-trusts-interconnection-offer-2017">https://www.imda.gov.sg/regulations-licensing-and-consultations/frameworks-and-policies/nationwide-broadband-network/netlink-trusts-interconnection-offer-2017</a> 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 the CO-to-NBAP Connection by deploying optical fibre from NLT's designated Central Office to a NBAP TP indicated by the RL in its request, provided always that the request by the RL is made for purposes of Mobile Network Deployment by connecting to a Base Transmission Station that belongs to the RL.

#### 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 <u>Annex 1</u> 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 two (2) years after the date on which the Authority approves or is deemed to have approved this Agreement ("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 Requesting Licensee, which should be made at least 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 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 1 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 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.

## 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: **TPG** Signed by \_\_ (Name of Signatory) for and on behalf of TPG TELECOM PTE. LTD. in the presence of: (signature) Designation: (signature of witness) Name of Witness:

Designation:

#### ANNEX 1

#### 1. PROVISION OF NBAP AND CO-TO-NBAP CONNECTION

- 1.1. The Requesting Licensee acknowledges and agrees that the NBAP and CO-to-NBAP Connections provided under this Agreement shall be used only for the purposes of Mobile Network Deployment by connecting to Base Transmission Stations that belong to the RL. The Requesting Licensee shall procure that no party to whom the Requesting Licensee provides services shall use the NBAP and CO-to-NBAP Connections to provide services to Residential or Non-Residential End-Users, or to any NBAP location.
- 1.2. The Requesting Licensee shall not extend any NBAP or CO-to-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 Requesting Licensee shall not use the NBAP and CO-to-NBAP Connections for the purpose of reselling or aggregating end-user data traffic.
- 1.3. Each NBAP and CO-to-NBAP Connection activated by the Requesting Licensee shall be subject to a minimum contract term of twenty-four (24) 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 or CO-to-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 and CO-to-NBAP Connection.
- 1.5. The Requesting Licensee shall fulfil the minimum number of Connections ("Minimum Volume Commitment", or "MVC") and the minimum revenue to be generated in terms of cumulative MRC billed in respect of such Connections ("Minimum Revenue Commitment", or "MRVC") that is indicated in the below table during the Initial Term.

Minimum Volume Commitment	Minimum Revenue Commitment
CO-to-NBAP Connections	million
NBAP Connections under Schedule 3 of the Approved ICO	million
TOTAL MRVC	million

1.6. Subject to paragraph 1.5 above, the Requesting Licensee shall meet the following targets during the indicated periods:

Period	Total number of CO-to-NBAP Connections and NBAP Connections under Schedule 3 of the Approved ICO
First 12-month period in Initial Term	
Second 12-month period in Initial Term	

1.7. The Requesting Licensee shall fulfill the MVC and the MRVC specified above by the last day of the Initial Term. The Requesting Licensee acknowledges that NLT has offered the charges set out above on the condition that the MVC and the MRVC are met, and the Requesting Licensee hereby agrees to pay an additional payment in the event that the Requesting Licensee fails to meet the MRVC at the end of the Initial Term (or such earlier date of cessation of the Agreement pursuant to termination by the Requesting Licensee) (the "Additional Payment"). The Additional Payment shall be calculated according to the below formula:

A = (MRVC – Cumulative MRC billed during the Initial Term)

Where A = Amount of Additional Payment payable for failure to meet the MRVC within the Initial Term

1.8. The Additional Payment shall be made in full to NLT no later than ten (10) Business Days from the last day of the Initial Term, or such earlier date of cessation of the Agreement pursuant to termination by the Requesting Licensee (as the case may be). For the avoidance of doubt, interest payable on overdue amounts provided for in the relevant Schedules of the Approved ICO (including but not limited to Schedule 16) shall apply to any part of the Additional Payment which is overdue.

#### 2. PROCEDURE FOR REQUEST FOR SERVICES

- 2.1. The Requesting Licensee shall submit a Request under either Schedule 3, Schedule 10 or Schedule 11 of the Approved ICO via the NetLink Trust Platform with respect to each NBAP or CO-to-NBAP Connection required. For the avoidance of doubt, the ordering procedures set out in Clause 4 of Schedule 3, Clause 4 of Schedule 10 and Clause 4 of Schedule 11 of the Approved ICO shall apply.
- 2.2. Subject to charges to be imposed by NLT on the Requesting Licensee on Cost-Oriented Basis, NLT shall conduct a site survey to assess the cable routing for the order related to each NBAP and CO-to-NBAP Connection. NLT shall inform the Requesting Licensee of any applicable one-time Installation Charge for digging or trenching work prior to fulfilling the said order.
- 2.3. NLT shall commence the fibre deployment from NLT's designated Central Office to the NBAP TP location specified by the Requesting Licensee subject to the following conditions:
  - 2.3.1. The Requesting Licensee agrees to the one-time Installation Charges for digging or trenching work proposed by NLT pursuant to paragraph 2.2 above;
  - 2.3.2. The Requesting Licensee must provide its acceptance of the service activation period and agreement to pay the one-time charge to NLT within ten (10) Business Days, failing which, the Request shall be deemed cancelled and the Requesting Licensee shall be liable for Cancellation Charges stipulated in Schedule 15 of the Approved ICO in respect of Schedule 3 orders, and Annex 2 in respect of Schedule 10 and Schedule 11 orders.
  - 2.3.3. The Requesting Licensee shall assist NLT by providing access to the necessary existing facilities within the relevant building for the deployment of the NBAP and CO-to-NBAP Connection which may include (but are not limited to) the cable trunking leading to the NBAP TP location.
  - 2.3.4. In the event that NLT is unable to deploy the NBAP or CO-to-NBAP Connection using existing facilities, NLT shall build new ones and recover the cost from the Requesting Licensee on a Cost-Oriented Basis.

- 2.3.5. In the event that NLT has to incur 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, NLT shall recover the cost from the Requesting Licensee on a Cost-Oriented Basis.
- 2.3.6. The Requesting Licensee shall secure access for NLT to carry out any works and to liaise with Building Management where necessary.
- 2.3.7. For the avoidance of doubt, the Requesting Licensee shall not be permitted to self-provide any NBAP TP under this Agreement.
- 2.4. For avoidance of doubt, the Requesting Licensee shall not be entitled to any claims pertaining to Service Level Guarantees in relation to any request for a NBAP or CO-to-NBAP Connection provided by NLT pursuant to this Agreement.
- 2.5. In the event that the Requesting Licensee cancels the Request for a NBAP or CO-to-NBAP Connection after the commencement of the site survey referred to in paragraph 2.2 of this Annex 1 and before accepting the relevant one-time Installation Charges for digging or trenching work, the Request for the NBAP or CO-to-NBAP Connection will be deemed to have been cancelled and the Requesting Licensee shall be liable for the Cancellation Charge stipulated in Schedule 15 of the Approved ICO in respect of the Schedule 3 order or Annex 2 in respect of both the Schedule 10 and Schedule 11 orders.
- 2.6. In the event that the Requesting Licensee cancels the Request for a NBAP or CO-to-NBAP Connection after accepting NLT's proposed one-time Installation Charges for digging or trenching work related to the Schedule 3 order, Schedule 10 order or the Schedule 11 order, the Request for the NBAP or CO-to-NBAP Connection will be deemed to have been cancelled and the Requesting Licensee shall be liable for the Cancellation Charge stipulated in Schedule 15 of the Approved ICO in respect of the Schedule 3 order, or Annex 2 in respect of the Schedule 10 and Schedule 11 orders.

#### 3. FEES & CHARGES

- 3.1. The fees set out in Annex 2 shall apply for all CO-to-NBAP Connections (including the associated Connections under Schedules 10 and 11 of the Approved ICO) provided by NLT pursuant to this Agreement. The fees set out in Schedule 15 of the Approved ICO shall apply for all NBAP Connections provided by NLT pursuant to this Agreement.
- 3.2. The fees set out in Annex 2 shall be valid until the occurrence of the earlier of the following events:
  - (a) the expiration of two (2) years from the effective date of the Agreement; 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 Requesting Licensee in writing, upon which NLT shall have no obligation to provide any further NBAP and CO-to-NBAP Connections at the fees set out in Annex 2. The Requesting Licensee acknowledges that there may be a need to enter into a new agreement on revised tariffs and terms and conditions approved by the Authority at the relevant time, in which case this Agreement shall be terminated by mutual agreement without liability on the part of either Party, save for any payments which have accrued at the time of termination.

- 3.3. 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 Requesting Licensee 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.
- 3.4 For avoidance of doubt, the prevailing Monthly Recurring Charges for CO to NBAP DP Connection and NBAP DP to NBAP TP Connection as stipulated in Schedule 15 of the Approved ICO shall immediately apply to all remaining active CO-to-NBAP Connections upon expiry or termination of this Agreement

## 4. REPORTS AND RECORD-KEEPING

- 4.1. The Requesting Licensee shall maintain accurate records of all matters relating to the NBAP and CO-to-NBAP Connections provided under this Agreement, and shall:
  - 4.1.1. Submit a quarterly report in a format to be determined at a later date on the total number of NBAP and CO-to-NBAP Connections requested by the Requesting Licensee during each quarter, not later than seven (7) calendar days after the end of the preceding quarter;
  - 4.1.2. 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 NBAP and CO-to-NBAP Connections stated in the quarterly reports through site visits and/or such other methods as determined by NLT at its sole discretion from time to time; and
  - 4.1.3. Upon request by NLT, submit supporting evidence showing that the NBAP and CO-to-NBAP Connections are used only for the purposes of Mobile Network Deployment by connecting to a Base Transmission Station that belongs to the RL.

#### 5. ADDITIONAL TERMS AND CONDITIONS

- 5.1. The Requesting Licensee shall obtain all necessary approvals, permits and consents (including approvals from the relevant building manager) at its own cost to facilitate NLT's to all necessary areas within the relevant building or NBAP, and all works relating to the NBAP and CO-to-NBAP Connection (including but not limited to any subsequent repair, replacement or upgrade to any equipment or facility forming part of the NBAP and CO-to-NBAP Connection).
- 5.2. Upon termination of any existing NBAP or CO-to-NBAP Connection, including termination before the expiry of the Minimum Connection Term, the Requesting Licensee 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 Requesting Licensee's request. Such reinstatement charges will be recovered by NLT from the Requesting Licensee on a Cost-Oriented Basis.
- 5.3. All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling any request by the Requesting Licensee pursuant to this Agreement shall belong to NLT and the Requesting Licensee 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.
- 5.4. 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).

## **ANNEX 2**

## **CHARGES**

The charges payable by the Requesting Licensee for CO-to-NBAP Connections and the associated Connections under Schedules 10 and 11 of the Approved ICO are set out below. For the avoidance of doubt, all charges applicable to Schedule 10 (CO to NBAP DP Connection) and Schedule 11 (NBAP DP to NBAP TP Connection) under the Approved ICO shall apply unless specifically provided for otherwise below.

## **Charges for CO-to-NBAP Connections**

S/N	Description of	Amount
	Charges	
1	Monthly Recurring	per CO-to-NBAP Connection
	Charge ("MRC")	
2	Early Termination	Total MRC for the remaining Minimum Connection Term
	Charge	for each CO-to-NBAP Connection

## Charges for Schedule 10 (CO to NBAP DP Connection)

S/N	Description of Charges	Amount
1	Standard Installation Charge	\$212
2	One-Time Installation Charges for Digging/Trenching Work	Case-by-case on a cost- oriented basis
3	Cancellation Charges before commencement of site survey	NIL
4	Cancellation Charges after commencement of site survey and before acceptance of the One-Time Installation Charges	\$212 + any other incidental cost.
5	Cancellation Charges after acceptance of the One-Time Installation Charges by the Requesting Licensee	\$212 + Digging/Trenching Work + any other incidental cost

## Charges for Schedule 11 (NBAP DP to NBAP TP Connection)

S/N	Description of Charges	Amount
1	Standard Installation Charge	\$64
2	One-Time Installation Charges for Digging/Trenching Work	Case-by-case on a cost- oriented basis
3	Cancellation Charges before commencement of site survey	NIL
4	Cancellation Charges after commencement of site survey and before acceptance of the One-Time Installation Charges	\$76 per site survey
5	Cancellation Charges after acceptance of the One-Time Installation Charges by the Requesting Licensee	\$64 + \$76 per site survey + Digging/Trenching Work + any other incidental cost