

Dated

BETWEEN

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

AND

██████

CUSTOMISED AGREEMENT
FOR PROVISION OF NBAP CONNECTIONS AT GUARDHOUSE LOCATIONS

This CUSTOMISED AGREEMENT is made on

between:

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

AND

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

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

WHEREAS:

- A. NLT has been granted a licence to provide facilities-based operations ("**FBO Licence**") by the Info-communications Media Development Authority of Singapore ("**IMDA**") under Section 5 of the Telecommunications Act 1999 ("**Act**") and is a designated public telecommunication licensee under Section 6 of the Act. NLT operates subject to the authority of and regulation by IMDA.
- B. Under the terms of NLT's FBO Licence, NLT is required to offer certain Mandated Services to Requesting Licensees pursuant to the terms of the Approved ICO.
- C. The RL has signed an agreement on terms of the Approved ICO with NLT ("**RL's ICO Agreement**").
- D. The Parties hereby agree to enter into this Customised Agreement, 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 (as defined below) by NLT in support of the RL providing broadband internet connectivity to guardhouse locations in Singapore in order to support security services operations ("**Permitted Purpose**").

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:-

"**Applicable MRC**" means the Monthly Recurring Charge that applies to a NBAP Connection based on the duration declared by the RL in accordance with **paragraph 2.1 of Annex 1**;

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

“**Connection Period**” bears the meaning defined in **paragraph 1.4 of Annex 1**.

“**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 1.7 of Annex 1**;

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

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

“**NBAP Connection**” means a passive optical fibre connection from a designated NLT Central Office to a NBAP connection within a guardhouse location in Singapore.

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

“**Request**” means a request for the NBAP Connection under this Agreement.

“**Request Window**” means the twelve (12) month period commencing from the Effective Date; and

“**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-and-licensing-listing/nationwide-broadband-network/netlink-trusts-interconnection-offer-2023> or any successor webpage and as may be amended from time to time) shall have the same meaning and construction when used in this Agreement;

1.2.2 unless otherwise defined herein, the definition of terms shall apply equally to the singular and plural forms of the terms defined, and any pronoun shall include the corresponding masculine, feminine and neuter forms;

1.2.3 unless the context otherwise requires, any definition or reference to any instrument, statute or statutory provision shall be construed as referring to such instrument, statute or statutory provision as from time to time amended, supplemented, extended, consolidated or replaced, and subject to any restrictions on such amendments, supplements, extensions, consolidations or replacements, and any orders, regulations,

instruments or other subordinate legislation made thereunder;

- 1.2.4 the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- 1.2.5 unless otherwise provided herein or the context otherwise requires, all references to clauses, schedules, recitals and annexes are references to the clauses, schedules, recitals and annexes of this Agreement;
- 1.2.6 the words "herein", "hereinafter", "hereof" and "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement;
- 1.2.7 an expression importing a natural person shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns (as the case may be), and pronouns shall have a similarly extended meaning. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;
- 1.2.8 dates and times refer to Singapore time;
- 1.2.9 the schedules and/or annexes to this Agreement form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
- 1.2.10 the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; and
- 1.2.11 any act or obligation to be done or performed under this Agreement which is required or falls to be done or performed on a stipulated day, shall be done or performed on the next succeeding Business Day, if the day upon which that act or obligation is required or falls to be done or performed falls on a day which is not a Business Day.

2. NLT'S OBLIGATIONS

- 2.1 Upon Request made by the RL in accordance with the terms and conditions specified herein, NLT shall provide NBAP Connections to the RL in accordance with the terms and conditions specified herein provided always that each NBAP Connection shall be used by the RL solely for the Permitted Purpose.

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 **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 This Agreement shall expire two (2) years after the Effective Date ("**Term**"), unless renewed in accordance with **Clause 7.3** below.
- 7.3 NLT 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. Any request for renewal by the RL shall be made at least three (3) months prior to the expiry of the Agreement, following which Parties shall negotiate in good faith such terms and conditions to renew this Agreement and to conclude such negotiation prior to the expiry of the Agreement, subject to the Authority's prior approval.
- 7.4 Unless otherwise specified in the Annexes hereto, either Party may terminate this Agreement pursuant to the provisions of Clause 12.1 of the main body of Part 2 of the Approved ICO (which are incorporated pursuant to **Clause 9.1** below). In addition, either Party may terminate this Agreement by giving to the other Party 30 days' written notice or such shorter notice as may be directed or requested by the Authority.

8. LIMITATION OF LIABILITY

- 8.1 This **Clause 8** shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, willful or deliberate breach, breach of statutory duty or any other cause) of a Party to the other Party under or in relation to this Agreement and in relation to any act, omission or event relating to or arising out of this Agreement.
- 8.2 Subject to **Clause 8.4**, neither Party shall be liable to the other Party, whether in contract, in tort, under statute or otherwise, for the following:

- a. any direct or indirect loss of profits, revenue, business, anticipated savings, wasted expenditure or goodwill; or
 - b. any consequential or indirect liability, loss or damage,
- sustained by and arising from or in connection with this Agreement.

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

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

- a. either Party's liability for fraud, willful default and/or gross negligence;
- b. the RL's liability for not using the NBAP Connections strictly in accordance with **paragraph 1 of Annex 1**; and
- c. the RL's liability to make payment to NLT under this Agreement.

9. MISCELLANEOUS

9.1 Incorporation of Terms of Approved ICO

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

9.2 Release, Waiver or Compromise

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

9.3 Prohibition against Assignment and Sub-Licensing

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

9.4 Amendment

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

9.5 Invalidity and Unenforceability

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

9.6 Counterparts

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

9.7 Governing Law and Submission to Jurisdiction

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

9.8 Liability of the Trustee

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

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

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

Signed by Tong Yew Heng)
(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: Chief Executive Officer

(signature of witness)

Name of Witness: Widjaja Suki
Designation: Director

Signed by Tiong Onn Seng)
(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: Senior Director Operations

(signature of witness)

Name of Witness: Widjaja Suki
Designation: Director



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 NBAP CONNECTION

- 1.1 During the term of this Agreement, NLT shall provision NBAP Connections in accordance with the terms and conditions of this Agreement. The RL acknowledges and agrees that the NBAP connections provided under this Agreement shall be used only for the Permitted Purpose.
- 1.2 The RL shall not extend any NBAP Connection beyond the guardhouse location at which the NBAP Connection terminates. The RL shall not use any NBAP Connection for the purpose of reselling or aggregating end-user data traffic.
- 1.3 The RL shall maintain accurate records of all matters relating to NBAP Connections provided under this agreement and upon request by NLT, provide supporting evidence showing that each NBAP Connection is used only for the Permitted Purpose.
- 1.4 The RL shall only be allowed to submit any Request for the NBAP Connections within the Request Window.
- 1.5 Each NBAP Connection shall be subjected to a contract term of twelve (12) months, commencing from the Ready For Service (RFS) Date as advised by NLT ("**Connection Period**").
- 1.6 For the avoidance of doubt, the RL shall only be entitled to submit a Request for a NBAP Connections where the A-end originates from NLT's designated Central Office and B-end of the NBAP Connection is located at a TP in a guardhouse location, and any Request which does not fulfill this condition shall be rejected.
- 1.7 For the avoidance of doubt, the RL shall not be permitted to self-provide any NBAP TP under this Agreement.
- 1.8 The RL shall be subject to an Early Termination Charge for the termination of any active NBAP Connection before the expiry of the Connection Period, which shall be equivalent to the total aggregate Applicable Monthly Recurring Charge (as set out in **Annex 2**) payable for the remainder of the Connection Period for the terminated NBAP Connection.
- 1.9 Any Early Termination Charge shall be made in full to NLT no later than thirty (30) days from the date of the relevant invoice issued by NLT. 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 Early Termination Charge or Additional Payment which is overdue.

2. APPLICABLE MRC

- 2.1 The applicable MRC for an NBAP Connection shall be as set out in **Annex 2**.

3. PROCEDURE AND TERMS AND CONDITIONS FOR REQUEST FOR SERVICES

- 3.1 NLT shall not accept any Request or provision any NBAP Connection which NLT determines at its sole discretion which requires trenching or excavation works (including but not limited to deep trenching works or micro-excavation works).
- 3.2 The following procedure shall apply to a Request for a NBAP Connection submitted by the RL under this Agreement :

- a) RL shall submit a written request for a quotation via email to the relevant NLT's Account Manager identifying the guardhouse location for the NBAP Connection.
 - b) NLT shall at its own cost perform a preliminary site survey at and/or in the vicinity of the guardhouse location termination point to assess if the requirements in **paragraph 3.1** above have been met.
 - c) Following the completion of the preliminary site survey, NLT shall either (1) provide the RL with a quotation of the total applicable One-Time Charges or (2) notify the RL that the requirements in **paragraph 3.1** above have not been met, in which case, no quotation shall be provided to the RL.
 - d) RL is to accept the quotation and submit a request for a new NBAP Connection ("**Request**") in accordance with the procedure set out in Schedule 3 of the Approved ICO, save that RL shall indicate the Application Reference ID ("ARI") "GH100" in the order submission. NLT is entitled not to accept any Request where (i) no ARI is indicated on the Request Form; (ii) an incorrect ARI is indicated, or (iii) where any other requirements set found in Schedule 3 of the Approved ICO are not met. Where relevant, the RL shall also provide NLT with any additional information required no later than twenty-four (24) hours after the submission of the order.
 - e) Subject to the RL paying the applicable One-Time Charges set out in **Annex 2**, NLT shall conduct a site survey to assess the cable routing and other works required for the order related to each NBAP Connection.
 - f) NLT shall at its cost, conduct a rotan test at and/or in the vicinity of the guardhouse location termination point in order to ascertain the feasibility of fibre infrastructure installation.
 - g) If NLT determines at its sole discretion that it is not feasible and/or impractical to perform any works in connection with fibre infrastructure installation, including, for example where any obstruction(s) is present which could damage and/or impede the installation/performance of NLT's fibre cables, NLT shall notify the RL in writing to cancel the Request.
 - h) Upon receipt of such notification, the RL shall within three (3) Business Days , cancel the Request for the affected NBAP Connection via NLT's Service Web Portal and provide the cancellation number to NLT in writing. For the avoidance of doubt, the RL shall be liable for the applicable Cancellation Charges found in **Annex 2**, and the RL shall not be entitled to a waiver of any applicable One-Time Charges found in **Annex 2** which the RL has paid.
- 3.3 NLT shall be entitled not to (i) act on any request for quotation or Request by the RL, and/or (ii) provision any corresponding NBAP connection for the RL in the event that:
- a) NLT has provisioned a cumulative total of one hundred (100) NBAP Connections under this Agreement or any Agreement(s) incorporating similar terms between NLT and any other Requesting Licensees; or
 - b) The RL has submitted a total of ten (10) Requests in a particular month for order submission qualification.

4. FAULT REPORTING

- 4.1 The RL shall report all faults as per Schedule 3 of the Approved ICO.

5. SERVICE LEVEL GUARANTEES

- 5.1 For the avoidance of doubt, the Service Level Guarantees prescribed in Clause 2 of Schedule 3 will not apply to the provision of NBAP Connections under this Agreement.

6. FEES & CHARGES

- 6.1 The fees set out in **Annex 2** shall apply for all NBAP Connections provided by NLT pursuant to this Agreement. In the event that any charges for services are not stipulated in **Annex 2**, the charges for such services as set out in Schedule 15 of the Approved ICO shall apply.
- 6.2 The fees set out in **Annex 2** shall be valid until the occurrence of the earlier of the following events:
- (a) the expiration of this 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 2**, 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 **Annex 2**. The RL acknowledges that there may be a need to enter into a new agreement on revised tariffs and terms and conditions approved by the Authority at the relevant time, in which case this Agreement shall be terminated by mutual agreement without liability on the part of either Party, save that both Parties shall settle any payments which have accrued at the time of termination.
- 6.3 NLT will review the fees set out in **Annex 2** periodically and may revise the fees at its discretion following such review, subject to IMDA's approval. In the event there is a fee revision approved by IMDA, NLT shall notify the RL of the revised fees in writing and the revised fees shall take effect two (2) months from the date of such notification, subject to any direction by IMDA.

7. ADDITIONAL TERMS AND CONDITIONS

- 7.1 The RL shall assist in obtaining all necessary approvals, permits, and consents (including approvals from the relevant site manager) at its own cost when required to facilitate NLT's access to all necessary areas within the relevant building and all works relating to the NBAP Connection (including but not limited to any subsequent repair, replacement, or upgrade to any equipment or facility forming part of the NBAP Connection).
- 7.2 Upon termination of an existing NBAP Connection at any time, the RL shall arrange for the Removal of the TP or any part of the Network as currently installed, and shall bear the charges relating to any reinstatement work to be performed by NLT in relation to the Removal at the RL's request as specified in **Annex 2** of this Agreement. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of this Agreement.
- 7.3 All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. Wherever possible, NLT shall use its existing ducts and manholes to fulfil a Request. Where, in NLT's sole opinion, NLT's existing ducts and/or manholes are unable to fulfil a Request, NLT shall in its sole discretion determine whether the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes.

- (a) In the event that NLT in its sole discretion determines that the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes, NLT shall notify the RL of the same. Upon the RL's confirmation that NLT should nonetheless fulfil the Request, NLT shall dig, trench, construct and install such new ducts and/or manholes as NLT in its sole discretion deems necessary to fulfil the Request, and shall further be entitled to charge the RL for all works undertaken and all costs and expenses incurred in this relation to such new ducts and/or manholes. For the avoidance of doubt, such new ducts and/or manholes shall belong to NLT.
- (b) In the event that NLT in its sole discretion determines that new ducts and/or manholes cannot be dug, trenched, constructed and/or installed to fulfil the Request, NLT shall notify the RL that NLT will require the assignment and/or transfer of the RL's existing ducts and/or manholes to fulfil the Request. Upon the RL's confirmation that NLT should nonetheless fulfil the Request, Parties shall negotiate in good faith for the said assignment and/or transfer of the RL's existing ducts and/or manholes and effect the same by entering into an agreement which shall include the following terms:
 - (i) The ducts and/or manholes to be assigned and/or transferred to NLT free and clear of any and all encumbrances;
 - (ii) The price payable by NLT to the RL for the said ducts and/or manholes;
 - (iii) That the RL warrants that the relevant ducts and/or manholes are in good working condition, and are free from defect, deformity, damage, breakage and/or blockage; and
 - (iv) That the RL shall do and cause to do all such acts, deeds and things for the purpose of assigning or transferring the relevant ducts and/or manholes in the name and in favour of NLT.

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

- 7.4 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).
- 7.5 Regardless of termination or expiration of the Agreement the rights and obligations of the Parties under the provisions of the Agreement which by their context, intent and meaning would reasonably be expected to survive the termination or expiration of the Agreement or any part thereof, will so survive including but not limited to **Clauses 4 (Confidentiality), 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 1.3, 7.2 and 8.4** of this **Annex 1**.

ANNEX 2

CHARGES

The charges that apply to NBAP Connections and related services are set out below.

1. Applicable Monthly Recurring Charge (“MRC”)

Connection Period (months)	Applicable MRC (\$\$)
	NBAP Connection (1:16)
12	\$70.50

2. Applicable One-Time Charges

S/N	Description	Charge (\$\$)
1.	One-Time Installation Charge (“OTC”)	\$400 per NBAP Connection
2.	Site Survey Charge	\$85 per site survey
3.	Service Activation Charge	\$56 per NBAP Connection

3. Cancellation Charges

S/N	Description	Site Survey Charge	Incidental Charge
1.	Cancellation Charges before commencement of site survey	Not applicable	Not applicable
2.	Cancellation Charges after commencement of site survey and before acceptance of the Quotation	\$85 per site survey	Not applicable
3.	Cancellation Charges after acceptance of the Quotation by the RL	\$85 per site survey	Any other incidental cost on a Cost-Oriented Basis

4. Other Charges

S/N	Description	Charge (\$\$)
1.	Early Termination Charge	Total Applicable MRC payable for the remaining Connection Period for each NBAP Connection.

2.	Reinstatement Charges for the removal of Indoor NBAP TP and any part of the Network upon service termination	\$190 per indoor NBAP Connection
	Reinstatement Charges for the removal of Outdoor NBAP TP and any part of the Network upon service termination	Cost-Orientated Basis per outdoor NBAP Connection

5. Fault Identification Charge

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

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

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

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

6. Cancellation Charge for Fault Reported

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