

Dated

BETWEEN

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

AND

██████████

CUSTOMISED AGREEMENT

PROVISION OF CO DIVERSITY IN RELATION TO TENDER NO. GVT (T) 17032

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] Singapore [REDACTED] (the "**RL**").

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

WHEREAS:

- A. NLT has been granted a licence to provide facilities-based operations ("**FBO Licence**") by the Info-communications Media Development Authority 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 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 (the "**GovTech Tender**") on 6th April 2018.
- E. On 31 May 2018, the Parties entered into a Customised Agreement for Provision of Non-Building Address Point Connections in relation to the GovTech Tender (the "**Main GovTech CA**").
- F. On 24 April 2019, the Parties entered into the Customised Agreement for Trial Provision of CO Diversity Using 1:1 CO-to-NBAP Connections for Enterprise Services (hereinafter the "**Trial CA**") for the provision of CO diversity with respect to selected connections provisioned under the Main GovTech CA. The Trial CA came into effect on 22 May 2019 upon approval by the Authority. Subsequently on 9 June 2020, the Parties executed an addendum to the Trial CA (hereinafter the "**Addendum**") and the Addendum was approved by the Authority on 22 June 2020.
- G. 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 COD Connections (as defined below) by NLT in connection with the Main GovTech CA.

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;

“COD Connection” means, in respect of a Primary Connection, the provision of a separate Layer 1 service based on Schedules 10 and 11 of the Approved ICO, where the said service is deployed from a different Central Office to the NBAP TP where the Primary Connection terminates.

“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;

“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;

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

“Early Termination Charge” means the charge described in **paragraph 1.8 of Annex 1**;

“Effective Date” means the date on which the Authority approves or is deemed to have approved this Agreement;

“Enterprise Customer” means any Direct End-User to whom the RL supplies an Enterprise Service pursuant to the GovTech Tender;

“Enterprise Service” means the provision of one (1) fibre-based broadband enterprise connection by the RL to a Direct End-User at a NBAP Premise pursuant to the GovTech Tender by utilizing a COD Connection provided by NLT under this Agreement;

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

“Indoor Connection” means a COD Connection from NBAP remote sites located indoors (e.g. within residential or commercial buildings, or multi-storey carparks);

“Monthly Recurring Charge” means the monthly charge that is payable in respect of each COD Connection, and that is set out in **Annex 2**;

“Outdoor Connection” means a COD Connection from NBAP remote sites located outside of residential and commercial buildings (e.g. lamp posts);

“Primary Connection” means a NBAP Connection which has been requested for in accordance with the Main GovTech Agreement prior to or contemporaneously with the submission of the RL’s request for a COD Connection in accordance with the terms and conditions specified herein;

“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;

“**Standard Installation Charge**” means the one-time installation charge set out in **Annex 2**;

“**Term**” means the term of this Agreement, as described under **Clause 7.2** below; and

“**Trial Connection**” means a ‘1:1 CO-to-NBAP Connection’ which was provisioned by NLT under the Trial CA.

1.2 Interpretation

In this Agreement:-

- 1.2.1 unless otherwise defined herein, all terms and references defined in NLT’s Interconnection Offer as approved by the Authority (“**Approved ICO**”) (as set out on the IMDA webpage <https://www.imda.gov.sg/regulations-and-licensing-listing/nationwide-broadband-network/netlink-trusts-interconnection-offer-2017> or any successor webpage and as may be amended from time to time) shall have the same meaning and construction when used in this Agreement;
- 1.2.2 unless otherwise defined herein, the definition of terms shall apply equally to the singular and plural forms of the terms defined, and any pronoun shall include the corresponding masculine, feminine and neuter forms;
- 1.2.3 unless the context otherwise requires, any definition or reference to any instrument, statute or statutory provision shall be construed as referring to such instrument, statute or statutory provision as from time to time amended, supplemented, extended, consolidated or replaced, and subject to any restrictions on such amendments, supplements, extensions, consolidations or replacements, and any orders, regulations, instruments or other subordinate legislation made thereunder;
- 1.2.4 the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- 1.2.5 unless otherwise provided herein or the context otherwise requires, all references to clauses, schedules, recitals and 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 COD Connections, provided always that the COD Connections will only be used by the RL for the provision of Enterprise Services in connection with the GovTech Tender.

2.2 The location of the CO in relation to each COD Connection to be provided under this Agreement shall be determined by NLT at its sole discretion.

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 commence on the date the Authority approves or is deemed to have approved this Agreement (the "**Effective Date**").

7.2 The term of this Agreement shall expire on 8 July 2023, subject to Clause 7.1 above.

- 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 Annex 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 for COD Connections paid or payable by the RL under this Agreement 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, 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.

ANNEX 1

1. PROVISION OF COD CONNECTIONS

- 1.1. The RL acknowledges and agrees that the COD Connections provided under this Agreement shall be used by the RL only for the provision of Enterprise Services.
- 1.2. The RL shall not extend any COD 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 COD Connection for the purpose of reselling or aggregating end-user data traffic.
- 1.3. The RL shall procure that no Enterprise Customer shall use the COD Connections to subsequently resell or otherwise supply broadband services to Residential End-Users or Non-Residential End-Users, or to any NBAP location.
- 1.4. The RL shall not at any time be entitled to change the Primary Connection in respect of which the COD Connection is originally provisioned. For the avoidance of doubt, each COD Connection shall only support the Primary Connection identified in the relevant Request submitted under **paragraph 2.1** below, and the RL is not permitted to redeploy the same COD Connection to support another Primary Connection.
- 1.5. Further to **paragraph 1.4** above and subject to **paragraphs 1.8 and 1.10** below, in the event of the relocation of a Primary Connection, the RL shall terminate the corresponding COD Connection as soon as reasonably practicable by submitting an application for the termination of the said COD Connection by completing and emailing a completed form set out in **Annex 3**, which may be amended by NLT from time to time. For the avoidance of doubt, the RL shall submit a new Request for a COD Connection if the RL requires the relocated Primary Connection to be supported by a COD Connection.
- 1.6. The RL shall submit no more than one (1) Request for the provisioning of a COD Connection on each Business Day. Notwithstanding the foregoing, NLT shall at its sole discretion determine the actual number of Requests for COD Connections to be processed on each Business Day.

Minimum Connection Term

- 1.7. Each COD 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**”).
- 1.8. The termination of any active COD 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 COD Connection.

Transfer of Trial Connections

- 1.9. The Parties hereby agree that, with effect from the Effective Date:
 - (a) all Trial Connections shall be deemed to have been provisioned under this Agreement with effect from the Effective Date, and the RFS date of each Trial Connection shall be the Effective Date for the purpose of calculating the Minimum Connection Term under this Agreement;

- (b) the Monthly Recurring Charge and Early Termination Charge as stipulated under **Annex 2** to this Agreement shall apply to all Trial Connections; and
- (c) all references to a “COD Connection” under this Agreement shall include Trial Connections.

Termination of COD Connections

- 1.10. In the event of termination of a COD Connection during the Term, the RL shall arrange for the Removal by NLT of the NBAP TP or any part of the Network as currently installed, and the RL shall bear the Reinstatement Charges set out in **Annex 2**.

2. PROCEDURE FOR REQUEST FOR SERVICES

- 2.1. The RL shall submit a written request for a COD Connection with respect to a Primary Connection by completing and emailing a completed form in the format set out in **Annex 3**. The RL shall indicate the Application Reference using prefix “<GOVTECH/T17032/<[NAME OF AGENCY]>” in the email.
- 2.2. Subject to the charges set out in **Annex 2** and herein, NLT shall conduct a site survey to assess the cable routing and other works required for the order related to each COD Connection. NLT shall provide the RL with a quotation (“**Quotation**”) of the total applicable one-time Installation Charge (comprising the Standard Installation Charge and any additional charges as described under **this Annex 1 and Annexes 4 and 5**) (“**OTC**”) prior to fulfilling the said order. NLT shall also determine and notify the RL of the estimated service activation period in respect of each COD Connection.
- 2.3. 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:
- 2.3.1. The RL agrees to the applicable OTC communicated by NLT in the Quotation referred to in **paragraph 2.2** above.
- 2.3.2. The RL must provide its acceptance of the service activation period indicated by NLT and the Quotation to NLT within twenty (20) Business Days of receiving the Quotation (“**Acceptance Period**”), save that NLT shall grant an additional ten (10) Business Days to accept the service activation period upon receipt of the RL’s written request for the same no later than five (5) Business Days before the expiry of the Acceptance Period. In the event that the RL fails to formally accept the service activation period within the aforementioned periods, the Request shall be deemed cancelled and the RL shall be liable for Cancellation Charges stipulated in **Annex 2** to the Agreement.
- 2.3.3. The RL shall assist NLT by providing access to the necessary existing facilities within the relevant Building or NBAP for the deployment of the COD Connection which may include (but are not limited to) the cable trunking leading to the Indoor TP location. For the avoidance of doubt, all other costs arising from the COD Connection as incurred by NLT (including but not limited to creation of access panel opening or panel, installation of cable tray, other relevant work and security escort services) shall be separately chargeable by NLT and paid for by the RL.
- 2.3.4. In the event that NLT is unable to deploy the COD Connection using existing facilities, NLT shall revise the Quotation to include NLT’s charges for building new facilities, which shall be calculated on a Cost-Oriented Basis, and the revised Quotation shall be submitted for the RL’s approval. The RL must provide its acceptance of the revised Quotation within twenty (20) Business Days of receiving the revised Quotation, save that NLT shall grant an additional ten (10) Business Days to accept the revised Quotation upon receipt of the RL’s written request for the same no later than five (5) Business Days before the expiry of the Acceptance

Period. In the event that the RL fails to formally accept the revised Quotation within the aforementioned periods, the Request shall be deemed cancelled and the RL shall be liable to pay the Cancellation Charges stipulated in **Annex 2**, and all costs that NLT has already incurred under the original Quotation accepted by the RL under **paragraph 2.3.1** above

- 2.3.5. 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 COD Connections vests in NLT at no additional cost to NLT.
- 2.4. The RL shall not be permitted to submit any self-provide order under this Agreement.

No Service Level Guarantees

- 2.5. NLT shall not offer any Service Level Guarantee in relation to the provision and maintenance of COD Connections under this Agreement. For the avoidance of doubt, NLT shall not be obliged to give priority to the restoration of either the COD Connection or the Primary Connection during the restoration of any network outage.
- 2.6. In the event that the RL cancels the request for a COD Connection after the commencement of the site survey referred to in **paragraph 2.2** of this **Annex 1** and before agreeing to the OTC, the aforementioned request will be deemed to have been cancelled and the RL shall be liable for the Cancellation Charge stipulated in **Annex 2** to the Agreement.
- 2.7. NLT shall provision the COD Connections on a best effort basis, and nothing in this Agreement shall be construed as a warranty or promise to meet any service activation period. The estimated period required by NLT to provision a COD Connection using the existing NLT infrastructure is 1 calendar month, and approximately 3 calendar months are required to provision a COD Connection where there is no existing NLT infrastructure. The RL acknowledges and accepts that the aforementioned timelines are purely indicative, and that the actual time required to provision each COD Connection shall depend on the time taken for RL to accept the Quotation, the availability of access to the TP location, actual site conditions, the grant of the necessary licences, permits, consents, waivers and authorization by the relevant building management or any other party, and any unforeseen circumstances beyond the control of NLT.

3. FEES & CHARGES

- 3.1. The fees set out in **Annex 2** herein shall apply for all COD Connections provided by NLT pursuant to this Agreement. In the event that any charges for Services related to the provision of COD Connections are not stipulated in **Annex 2**, the charges for such Services in relation to CO to NBAP DP Connections (under Schedule 10 of the Approved ICO) and NBAP DP to NBAP TP Connections (under Schedule 11 of the Approved ICO), as set out in Schedule 15 of the Approved ICO, shall apply.
- 3.2. The fees set out in **Annex 2** and herein shall be valid until the occurrence of the earlier of the following events:
- (a) the expiration or early termination of the Main GovTech CA; 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** and herein, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further COD 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 for any payments which have accrued at the time of termination.

4. REPORTS AND RECORD-KEEPING

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

4.1.1. Upon request by NLT, submit supporting evidence showing that the COD Connections are used only for the provision of Enterprise Services.

5. ADDITIONAL TERMS AND CONDITIONS

5.1. The fault reporting and clearing procedures as set out in Schedule 10 of the Approved ICO shall apply for COD Connections, subject to the procedures set out in this paragraph and **paragraph 5.2** below. The RL shall email NLT NOC to report the fault relating to the COD Connection provisioned under this Agreement, and RL shall also indicate the Order Request Identifiers issued to the COD Connection, in the email.

5.2. For the avoidance of doubt, it is the RL's responsibility to maintain its own backup equipment and network link between the COD Connection and the Primary Connection. The Parties hereby agree that, in the event of an outage, NLT shall not have any obligation to give priority to the restoration of either the affected COD Connection or the corresponding Primary Connection when rectifying the outage. In addition, NLT shall not have any obligation to provide priority recover to the COD Connection and the Primary Connection that are affected by an outage.

5.3. All COD Connections which are active or in-service on the last day of the Term shall be terminated upon the expiry or early termination of the Term, following which **paragraph 5.4** below shall apply.

5.4. Upon expiry or termination of this Agreement, all COD Connections shall be terminated and the RL shall arrange for the Removal by NLT of the NBAP TP or any part of the Network as currently installed, and shall bear the Reinstatement Charges set out in **Annex 2**. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of this Agreement.

5.5. All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. Where necessary, the Parties shall effect the assignment or transfer of the relevant ducts and/or manholes by entering into separate agreements which shall include the following terms:

- (a) The relevant ducts and/or manholes shall be assigned or transferred, without consideration, to NLT free and clear of any and all encumbrances;
- (b) The RL warrants that the relevant ducts and/or manholes are in good working condition, and are free from defect, deformity, damage, breakage and/or blockage;
- (c) The RL shall do and cause to do all such acts, deeds and things for the purpose of assigning or transferring the relevant ducts and/or manholes in the name and in favour of NLT; and
- (d) The RL shall bear all costs related to the assignment or transfer of the relevant ducts and/or manholes to NLT.

5.6. 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).

5.7. 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), Clause 8 (Limitation of Liability), 9.2 (Release, Waiver or Compromise), 9.5 (Invalidity and Unenforceability), 9.7 (Governing Law and Submission to Jurisdiction) and 9.8 (Liability of the Trustee) of the Agreement, and **paragraphs 1.7, 1.8, 1.10, 4.1, 5.4 and 5.6** of this **Annex 1**.

ANNEX 2
CHARGES

The charges payable by the RL for the COD Connections provided under this Agreement are set out below, subject to **paragraph 3.1 of Annex 1**.

S/N	Description of Charges	Amount				
1	Monthly Recurring Charge ("MRC")	\$384 per COD Connection				
2	Standard Installation Charge	<p>\$2,000 per COD Connection for installations with fibre length up to 80 metres using existing facilities at NBAP end.</p> <p>Where Indoor Connection requires fibre length exceeding 80 metres and / or new facilities are required, additional OTC as set out in Annex 4 (One Time Installation Charge - Indoor Connection) shall apply on top of the \$2,000 Standard Installation Charge</p> <p>Where Outdoor Connection is required, additional OTC as set out in Annex 5 shall apply on top of the \$2,000 Standard Installation Charge.</p>				
3	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for each COD Connection				
4	Cancellation Charges after commencement of site survey and before acceptance of OTC	\$76 per site survey				
5	Cancellation Charges Due to 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	\$76 per site survey				
6	Cancellation Charges before RFS but after acceptance of OTC	\$76 per site survey + any other incidental cost on a Cost-Oriented Basis				
7	Reinstatement Charges for the removal of TP upon Service Termination	\$190 per COD Connection				
8	<p>Fault Identification Charge</p> <p>There will be a minimum charge per visit up to the first two hours as listed below.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">DESCRIPTION</th> <th style="text-align: center;">CHARGES (\$\$)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Minimum Charge (per visit up to first two hours)</td> <td style="text-align: center;">\$64</td> </tr> </tbody> </table> <p>Subsequent hourly blocks will be charged according to the rates listed below.</p>	DESCRIPTION	CHARGES (\$\$)	Minimum Charge (per visit up to first two hours)	\$64	
DESCRIPTION	CHARGES (\$\$)					
Minimum Charge (per visit up to first two hours)	\$64					

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

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

ANNEX 3**ANNEX 3 - REQUEST FORM FOR CO DIVERSITY SERVICE**

Requesting Licensee	Date of Application (DD/MM/YYYY):	
	Application Reference Identifier:	
	Installation Address: <i>Note: For NBAP address, please fill in GPS Co-ordinates and height. Kindly attach a map for our reference.</i>	
	Main Circuit Order Reference Identifier:	
	CO Diversity Order Reference Identifier: <i>Note: For request of CO Diversity, NetLink Trust will provide the CO Diversity ORI once the application is accepted.</i>	
	Type of Application	<input type="checkbox"/> Request of CO Diversity <input type="checkbox"/> Termination of CO Diversity

Requesting Licensee	<p>Digging & Trenching Charges may be applicable for installation address under NBAP. Quotation(s) will be followed up for your approval upon NetLink Trust's assessment.</p> <p>We accept NetLink Trust's Terms and Conditions for CO Diversity Connection, including any amendments NetLink Trust may make from time to time to those terms and conditions.</p> <p>We confirm that all the information herein given is true and correct.</p>	
	Company Name:	
	Name:	
	Designation:	
	Contact Details: <i>Note: Please indicate your contact name and email address.</i>	
	Sign:	
	Company Stamp:	

NetLink Trust	<input type="checkbox"/> Application accepted	Date (DD/MM/YYYY): Digging & Trenching Charges (If Any): Quotation Number (If Any): <i>Note: Digging & Trenching Charges may be applicable for installation address under NBAP. Quotation(s) to be attached for Requesting Licensee's Approval.</i>
	<input type="checkbox"/> Application rejected	Date: Reason for Rejection:
	Verified by:	Staff Name:

		Department:
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Requesting Licensee	We *agree / disagree with the digging and trenching work charges as per attached quotation(s).	
	Company Name:	
	Name:	
	Designation:	
	Contact Details: <i>Note: Please indicate your contact name and email address.</i>	
	Signature:	
	Company Stamp:	

NetLink Trust	Order Completion Details:	Date of Completion (DD/MM/YYYY): Remarks (If any):
	Billing Details:	One Time Charge: S\$ Month Recurring Charge: S\$ Bill Start Date (DD/MM/YYYY):
	Verified by:	Staff Name: Department:

ANNEX 4**ONE-TIME INSTALLATION CHARGE: INDOOR CONNECTIONS**

The OTC payable by the RL to NLT for Indoor 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 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 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 4** (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: INDOOR NBAP CONNECTIONS
 Prices are passed through from 3rd Party Contractors.

Schedule of Rates			
Description	Unit	Unit Price (\$)	Remarks
Supply, install & provision of In-Building Cabling on or through cable tray/trunking, riser ducts/trench/PVC casing/rack or above false ceiling by pulling method			
2 core Single Mode (SM) Fibre Optic Cable (G.652D)	Metre		
6 core Single Mode (SM) Fibre Optic Cable (G.652D)	Metre		
12 core Single Mode (SM) Fibre Optic Cable (G.652D)	Metre		
24 core Single Mode (SM) Fibre Optic Cable (G.652D)	Metre		
48 core Single Mode (SM) Fibre Optic Cable (G.652D)	Metre		
Splicing to pigtail or fibre to fibre splicing (per core splicing)	Number		Per splice job (i.e. at one end of fibre)
Supply and install of vertical, horizontal and inclined galvanized Metal/PVC Trunking comes with removable cover and wall/ceiling brackets/supports, including opening and putting back of false ceiling, touch-up painting, and make good of all necessary jobs for the completion of the installation			
50mm x 50mm galvanized Metal Trunking	Metre		
75mm x 50mm galvanized Metal Trunking	Metre		
40mm x 25mm x 2mm PVC Trunking	Metre		
Supply and install of uPVC pipe, HDPE pipe, GI steel pipe, flexible pipe including proper supports and clips to wall/ceiling/floor, cutting of wall and floor boards, opening of false ceiling, touch-up painting, and make good of all necessary jobs for the completion of the installation			
25mm Ø uPVC pipe	Metre		
25mm Ø GI Steel pipe	Metre		
25mm Ø corrugated flexible PVC pipe	Metre		
Supply of materials			
Single Mode (SM) SC/APC patch cord (1 meter long)	Number		
Single Mode (SM) SC/APC patch cord (3.0 meter long)	Number		
Single Mode (SM) SC/APC patch cord (6.0 meter long)	Number		
Single Mode (SM) SC/APC patch cord (10.0 meter long)	Number		
Supply and install of Wall Mounted Fibre Termination/Distribution Box with 2 (SC/APC) Ports and splicing Tray.	Unit		
Supply and install of Wall Mounted Fibre Termination/Distribution Box with 12 (SC/APC) Ports and splicing Tray.	Unit		
Supply and install of Wall Mounted Fibre Termination Box with 24 (SC/APC) Ports and splicing Tray.	Unit		
Supply and install of Fibre Distribution Unit with 12 (SC/APC) Ports and splicing Tray.	Unit		
Supply and install of Fibre Distribution Unit with 96 (SC/APC) Ports and splicing Tray.	Unit		
Supply and install of 19" mounted 24 ports SC Simplex FO patch panel with splice tray	Unit		
Miscellaneous			
Site Survey	Site Survey		
Moveable Metal Scaffolding with Platform to reach working height of up to 5m	Unit		
Moveable Boom Lift or Scissor Lift to reach height greater than 5m	Unit		
Night allowance for contractor for working in building where the building owner/management allow works only after 9pm.	Site		
Fire Stop Opening & Reinstatement	Unit		
MCT removal including supply & reinstatement of MCT /duct seals	Unit		
END OF SCHEDULE OF RATES			

Notes:

1. All prices are in Singapore dollars.
2. All prices shall exclude GST.

ANNEX 5**ONE-TIME INSTALLATION CHARGE: OUTDOOR CONNECTIONS**

The OTC payable by the RL to NLT for Outdoor Connections will be derived based on the schedule of rates attached to this **Annex 5**. 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 5**.

ANNEX 5: ONE-TIME INSTALLATION CHARGE: OUTDOOR NSAP CONNECTIONS
Prices are passed through 3rd Party Contractors.

Description	Schedule of Rates			Remarks
	Unit	Unit Price (\$) for CBR23	Unit Price (\$) for non-CBR	
Pipe laying with Excavation and Reinstatement				
Supply and lay/install 50/110mm Ø pipe. All areas and existing services that may temporary be removed/shifted for the pipeline laying to be make good with reinstatement to the Authorities /owner's satisfaction.				
In Soil/Turf with excavation and reinstatement				
1-way 110mm Ø uPVC pipe	1st 30 m			There is a minimum charge for the first 30 metres. This charge includes LTA charge (extruded) and PowerGrid charge. For job exceeding 30 metres, the total charge will be: minimum charge + (excess length in metre X unit rate)
1-way 110mm Ø uPVC pipe	Metre			
2-way 110mm Ø uPVC pipe	1st 30 m			
2-way 110mm Ø uPVC pipe	Metre			
4-way 110mm Ø uPVC pipe	1st 30 m			
4-way 110mm Ø uPVC pipe	Metre			
In Footpath with excavation and reinstatement				
1-way 110mm Ø uPVC pipe	1st 25 m			There is a minimum charge for the first 25 metres. This charge includes LTA charge (extruded) and PowerGrid charge. For job exceeding 25 metres, the total charge will be: minimum charge + (excess length in metre X unit rate)
1-way 110mm Ø uPVC pipe	Metre			
2-way 110mm Ø uPVC pipe	1st 25 m			
2-way 110mm Ø uPVC pipe	Metre			
4-way 110mm Ø uPVC pipe	1st 25 m			
4-way 110mm Ø uPVC pipe	Metre			
In Concrete Road with excavation and reinstatement				
1-way 110mm Ø uPVC pipe	1st 20 m			There is a minimum charge for the first 20 metres. This charge includes LTA charge (extruded) and PowerGrid charge. For job exceeding 20 metres, the total charge will be: minimum charge + (excess length in metre X unit rate)
1-way 110mm Ø uPVC pipe	Metre			
2-way 110mm Ø uPVC pipe	1st 20 m			
2-way 110mm Ø uPVC pipe	Metre			
4-way 110mm Ø uPVC pipe	1st 20 m			
4-way 110mm Ø uPVC pipe	Metre			
In Concrete Pavement with excavation and reinstatement				
1-way 110mm Ø uPVC pipe	1st 25 m			There is a minimum charge for the first 25 metres. This charge includes LTA charge (extruded) and PowerGrid charge. For job exceeding 25 metres, the total charge will be: minimum charge + (excess length in metre X unit rate)
1-way 110mm Ø uPVC pipe	Metre			
2-way 110mm Ø uPVC pipe	1st 25 m			
2-way 110mm Ø uPVC pipe	Metre			
4-way 110mm Ø uPVC pipe	1st 25 m			
4-way 110mm Ø uPVC pipe	Metre			
In Carriageway (along road) with excavation and reinstatement				
1-way 110mm Ø uPVC pipe	1st 20 m			There is a minimum charge for the first 20 metres. This charge includes LTA charge (extruded) and PowerGrid charge. For job exceeding 20 metres, the total charge will be: minimum charge + (excess length in metre X unit rate)
1-way 110mm Ø uPVC pipe	Metre			
2-way 110mm Ø uPVC pipe	1st 20 m			
2-way 110mm Ø uPVC pipe	Metre			
4-way 110mm Ø uPVC pipe	1st 20 m			
4-way 110mm Ø uPVC pipe	Metre			
In Carriageway (across road) with excavation and reinstatement				
1-way 110mm Ø uPVC pipe	1st 10 m			There is a minimum charge for the first 10 metres. This charge includes LTA charge (extruded) and PowerGrid charge. For job exceeding 10 metres, the total charge will be: minimum charge + (excess length in metre X unit rate)
1-way 110mm Ø uPVC pipe	Metre			
2-way 110mm Ø uPVC pipe	1st 10 m			
2-way 110mm Ø uPVC pipe	Metre			
4-way 110mm Ø uPVC pipe	1st 10 m			
4-way 110mm Ø uPVC pipe	Metre			
Supply and construct Reinforced Concrete Manholes with Manhole Frame & Cover of sizes, shape and thickness as described in COPF 2013				
Standard Manholes				
Manhole JF2 (vol. = 0.386cu.m) internal dimension 910mm long x 610mm wide x 700mm high with wall thickness of 120mm G20 concrete (1:2:4 – 10mm) with medium duty manhole frame and cover	Number			
Manhole MF1 (vol. = 1.65 cu.m.) internal dimension 1500mm long x 1000mm wide x 1100mm high with wall thickness of 150mm G20 concrete (1:2:4 – 10mm) with medium duty manhole frame and cover	Number			
Manhole MF2 (vol. = 2.31 cu.m.) internal dimension 2100mm long x 1000mm wide x 1100mm high with wall thickness of 150mm G20 concrete (1:2:4 – 10mm) with medium duty manhole frame and cover	Number			
Manhole JC2 (vol. = 0.386cu.m) internal dimension 910mm long x 610mm wide x 700mm high with wall thickness of 120mm G20 concrete (1:2:4 – 10mm) with heavy duty manhole frame and cover	Number			
Manhole MC1 (vol. = 1.65 cu.m.) internal dimension 1500mm long x 1000mm wide x 1100mm high with wall thickness of 150mm G20 concrete (1:2:4 – 10mm) with heavy duty manhole frame and cover	Number			
Manhole MC2 (vol. = 2.31 cu.m.) internal dimension 2100mm long x 1000mm wide x 1100mm high with wall thickness of 150mm G20 concrete (1:2:4 – 10mm) with heavy duty manhole frame and cover	Number			
OSP Cabling Installation Work				
Joining of any gauge of fully-filled and air-core cables using appropriate connectors, closing with appropriate closures, printing of cables code, numbering, labelling of closure, and pulling of fibre (G.652D) cable & splicing of fibre, as specified and performing electrical performance test and/or fibre test. Payment shall be on pair spliced. (Notes: All areas and existing services that may temporary be removed/shifted for the pipeline laying to be make good to the Authorities / owner's satisfaction.)				
Supply and provision of 2 core Single Mode (SM) Optic Fibre OSP cable by pulling method.	Metre			
Supply and provision of 6 core Single Mode (SM) Optic Fibre OSP cable by pulling method.	Metre			
Supply and provision of 12 core Single Mode (SM) Optic Fibre OSP cable by pulling method.	Metre			
Supply and provision of 24 core Single Mode (SM) Optic Fibre OSP cable by pulling method.	Metre			
Supply and provision of 48 core Single Mode (SM) Optic Fibre OSP cable by pulling method.	Metre			
Splicing to pigtail or fibre to fibre splicing (per core splicing)	Number			Per splice job (i.e. at one end of fibre)
Supply of materials				
Supply of 1 meter single mode SC/APC patch cord	Number			
Supply and install of Wall Mounted Fibre Termination/Distribution Box with 2 (SC/APC) Ports and splicing Tray	Unit			

SCHEDULE OF RATES TO ANNEX 5

Supply and install of Wall Mounted Fibre Termination/Distribution Box with 12 (SC/APC) Ports and splicing Tray	Unit		
Supply and install of Wall Mounted Fibre Termination/Distribution Box with 24 (SC/APC) Ports and splicing Tray	Unit		
Supply and install of Fibre Distribution Unit with 12 (SC/APC) Ports and splicing Tray	Unit		
Supply and install of Fibre Distribution Unit with 24 (SC/APC) Ports and splicing Tray	Unit		
Supply and install of 19" mounted 24 ports 90 Simplex FO patch panel with splicing Tray	Unit		
Supply and install of vertical, horizontal and inclined galvanized Metal/PVC Trunking comes with removable cover and wall/ceiling brackets/supports, including opening and putting back of false ceiling, touch-up painting, and make good of all necessary jobs for the completion of the installation			
50mm x 50mm galvanized Metal Trunking	Metre		
200mm x 40mm galvanized Metal Trunking	Metre		
40mm x 25mm x 2mm PVC Trunking	Metre		
Miscellaneous			
Site Survey	Site Survey unit		
Moveable Metal Scaffolding with Platform to reach working height of up to 5m	unit		
Moveable Boom Lift or Scissor Lift to reach height greater than 5m	unit		
Night allowance for contractor for working in building where the building management allow works only after 5pm	Site		
Supply and station at site a LTA certified and approved TMA T(ruck Manual Attenuator) mounted onto an appropriate shadow vehicle with the necessary equipment for traffic control and road safety. The rate shall be inclusive of TMA, shadow vehicle and driver & all necessary insurance coverage and other cost not stated herein	Day		
LTA application for road opening	Day		In the event that the job requires longer time to complete, these charge will be added on a per day basis.
NCE (Notification for Commencement of earths works) to SPPG (including purchasing of plant map from power grid and cable detection)	Application		
Hiring of water tank truck (hiring water tanker or alike, with high power pump, including labour for placing signboards, pumping and transporting and discharging water/mud/silt/water to approved discharge channel/ground)	Site		
JOINT CLOSE/RE-OPEN	Unit		
File Stop Opening & Reinstatement	Unit		
MCT removal including supply & reinstatement of MCT duct seals	Unit		
END OF SCHEDULE OF RATES			

Notes:

- All prices are in Singapore dollars.
- All prices exclude GST.
- CBD refers to the Central Business District, which shall consist of the following areas in mainland Singapore: Downtown Core, Marina East, Marina South, the Museum Planning Area, Newton, Orchard.