

Dated

BETWEEN

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

AND

**[REDACTED]**

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**2<sup>nd</sup> ADDENDUM**

**TO CUSTOMISED AGREEMENT DATED 6 DECEMBER 2021**  
**PROVISION OF POINT-TO-POINT CONNECTIONS FOR ENTERPRISE SERVICES**

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This ADDENDUM 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 and the RL entered into a Customised Agreement on 6 December 2021 (the “CA”) to regulate Parties’ respective obligations and responsibilities with regard to the provision of Point-to-Point Connections for the purpose of providing Enterprise Services to the RL’s Direct End-Users.
- B. Parties entered into an Addendum on 24 March 2024 (“First Addendum”) for the purpose of reflecting the changes in fees that arose from review of prices in the Interconnection Offer (“ICO”) by the Authority.
- C. The Parties now agree to vary other terms and conditions of the CA.

**IN CONSIDERATION OF THE MUTUAL AGREEMENTS BETWEEN THE PARTIES, IT IS HEREBY AGREED AS FOLLOWS:**

1. Unless otherwise defined, capitalised terms used in this Addendum have the meanings given to them in the CA.
2. Pursuant to Clause 9.4 of the CA, the Parties agree that the CA shall be amended as follows from the date of this Addendum:
- (a) Recital C shall be deleted in its entirety and replaced with the following provision:

WHEREAS Paragraph C will be deleted in full and replaced by:

“C. The Parties are desirous of entering into this Customised Agreement to regulate Parties’ respective obligations and responsibilities with regard to the provision of Point-to-Point Connections (as defined below) for the purpose of providing Enterprise Services to the RL’s Direct End-Users (as defined below).”

- (b) The following definitions shall be inserted at clause 1.1 of the CA:

“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” means the tenure of a Point-to-Point Connection which the RL has indicated in a Request via **Annex 3** of this Agreement. For the avoidance of doubt, this shall be notwithstanding the Term of this Agreement as provided at **Clause 7** of this Agreement;

- (c) The following definitions at clause 1.1 of the CA shall be deleted in its entirety and replaced with the following provision:

**“Point-to-Point Connection”** means (a) a connection comprising one (1) fibre strand that is deployed between two (2) physical points (**“A-end”** and **“B-end”**) within NLT’s network which shall exclude any physical point located at NLT’s Central Office(s), Tuas Second Link, Woodlands Causeway and/or data centre; and

- (d) The following definitions at clause 1.1 of the CA shall be deleted in its entirety:

**“Outdoor Connection”** means a Point-to-Point Connection for which any physical point (is located outside of a Building (e.g. lamp posts);

- (e) Clause 2 of the CA shall be deleted in its entirety and replaced with the following provision:

“Upon request made by the RL in accordance with the terms and conditions specified herein, NLT shall provide Point-to-Point Connections to the RL for the purpose of providing Enterprise Services to the RL’s Direct End-Users.”

- (f) Clause 7.2 of the CA shall be deleted in its entirety and replaced with the following provision:

“7.2 This Agreement shall expire seven (7) years after the Effective Date of this Agreement (**“Term”**) unless renewed in accordance with **Clause 7.3.**”

- (g) Clause 7.3 of the CA shall be deleted in its entirety and replaced with the following provision:

“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. Upon request for renewal by the RL, which should be made at least three (3) months prior to the expiry of the Agreement, Parties shall negotiate in good faith such terms and conditions to renew this Agreement and to conclude such negotiation prior to the expiry of the Agreement, subject to the Authority’s prior approval.”

- (h) Clause 7.4 of the CA shall be deleted in its entirety and replaced with the following provision:

“7.4 Unless otherwise specified in the Annexures hereto, either Party may terminate this Agreement pursuant to the provisions of Clause 12.1 of the main body of Part 2 of the Approved ICO (which are incorporated pursuant to **Clause 9.1** below). In addition, either Party may terminate this Agreement by giving to the other Party 30 days’ written notice or such shorter notice as may be directed or requested by the Authority.”

- (i) Clause 8 of the CA shall be deleted in its entirety and replaced with the following provision:

**“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 Effective 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 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 Point-to-Point Connections strictly in accordance with **paragraph 1 of Annex 1**; and

c. the RL's liability to make payment to NLT under this Agreement."

(j) Clause 9.1 of the CA shall be deleted in its entirety and replaced with the following provision:

"9.1 Incorporation of Terms of Approved ICO

Save as expressly amended and/or supplemented by this Agreement, or if the context requires otherwise, the terms of the Approved ICO (as may be amended from time to time, and including but not limited to Schedules 15, 16, 17 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."

(k) Paragraph 1.1 in Annex 1 of the CA will be deleted in its entirety and replaced with the following provision:

"1.1 The RL shall not use any Point-to-Point Connection(s) provisioned under this Agreement to provide any fibre-based broadband services or cause any fibre-based broadband services to be provided to any Residential End-Users."

(l) Paragraph 2.1 in Annex 1 of the CA will be deleted in its entirety and replaced with the following provision:

"2.1 The Applicable MRC for a Point-to-Point Connection shall be determined in accordance with the "Applicable MRC Tiered Pricing" table set out in **Annex 2 ("Pricing Table")**."

(m) The following paragraph 2A shall be inserted in Annex 1 of the CA:

**“2A. CHECK-IN REBATE**

2A.1 On the last day of each twelve-month period commencing from the Effective Date (hereinafter, “**Check-In Date**”), NLT shall verify the total number of active Point-to-Point Connections corresponding to the applicable Connection Period for each Point-to-Point Connection.

2A.2 On each **Check-In Date**, NLT shall grant the RL a rebate per active Point-to-Point Connection (“**Check-In Rebate**”) which shall be determined in accordance with the table set out herein below:

**Rebate Per Active Point-to-Point Connection at Check-In Date**

No. of Active Point-to-Point Connection on the relevant Check-In Date	Connection Period (months)			
	12	36	60	84
	Check-In Rebate (per month elapsed of each Connection Period)			
1 - 5	\$0	\$0	\$0	\$0
6 - 10	\$250	\$100	\$100	\$80
11 - 15	\$500	\$300	\$200	\$180
>15	\$700	\$420	\$300	\$250

Illustrations of how the Check-In-Rebate is calculated are provided at **Annex 6**.

2A.3 The **Check-In Rebate** for each twelve-month period shall be credited to the RL’s account and reflected in the next invoice issued by NLT. For the avoidance of doubt, NLT will pro-rate the Check-In Rebate amount for the last month if an active Point-to-Point Connection has not been active for a full month on the Check-In Date.”

(n) Paragraph 3.1 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

“3.1 The RL shall submit each Request via email at P2Porders@netlinknbn.com using the form set out in **Annex 3**. NLT shall communicate the Application Reference Identifiers that are assigned to the respective tenures of the Point-to-Point Connections that are offered under **Annex 2** at a later date. Each Request shall indicate the Application Reference Identifier, and NLT shall not be liable for any loss incurred by the RL in the event that an incorrect Application Reference Identifier is stated in the Request. The RL may indicate in the Request if they require Routing Information (defined below). An additional non-refundable charge as specified under **Annex 2** shall apply in the event that the RL requests the Routing Information.”

(o) Paragraph 3.3 of Annex 1 of the CA will be deleted in its entirety and replaced with the following provision:

“3.3 Where the Request is accepted by NLT, NLT shall conduct a desktop study to evaluate the feasibility of supplying the Point-to-Point Connection, and shall issue a desktop study report on the details of the proposed deployment of the Point-to-Point Connection, which may include (but is not limited to) the following information:

- (a) Distance of the proposed fibre route;
  - (b) The theoretical signal loss applicable for the proposed fibre route; and
  - (c) High-level routing information (hereinafter referred to as the “**Routing Information**”), where expressly requested by the RL.”
- (p) Paragraph 3.4 of Annex 1 of the CA will be deleted in its entirety and replaced with the following provision:
- “3.4 The Routing Information in KMZ format shall be provided to the RL subject to the following conditions:”
- (q) The following new paragraph 3.4(g) of Annex 1 of the CA shall be inserted:
- “(g) NLT shall not have any obligation to supply the RL with Routing Information that serve restricted and/or sensitive locations that include but are not limited to:
- (a) Any “protected infrastructure” defined and protected under the Infrastructure Protection Act 2017 (No. 41 of 2017);
  - (b) Military camps;
  - (c) Naval Bases;
  - (d) Research Facilities;
  - (e) Government Buildings;
  - (f) Home Team Academy;
  - (g) New Phoenix Park;
  - (h) Air Bases;
  - (i) VVIP dwellings and facilities (e.g. Minister’s home and compound);
  - (j) Wharf/Ports of entry;
  - (k) Immigration & Checkpoints Authority (ICA) compound;
  - (l) NLT’s Central Offices,
- (hereinafter collectively referred to as the “**Restricted Locations**”). For the avoidance of doubt, the above list is neither static nor exhaustive, and NLT shall be entitled to reject a Request where NLT deems that the supply of the requested for Routing Information would entail the disclosure of confidential or restricted information relating to highly sensitive physical locations.”
- (r) Paragraph 3.5 of Annex 1 of the CA will be deleted in its entirety and replaced with the following provision:
- “3.5 In the event that the RL does not accept the desktop study report within ten (10) Business Days, the Request shall be deemed cancelled, and Cancellation Charges as set out in **Annex 2** shall apply.”

- (s) Paragraph 3.6 of Annex 1 of the CA will be deleted in its entirety and replaced with the following provision:

“3.6. In the event that the RL accepts the desktop study report, and decides to proceed with the Request, the RL shall notify NLT of its acceptance via email within ten (10) Business Days.”

- (t) Paragraph 3.7 of Annex 1 of the CA will be deleted in its entirety and replaced with the following provision:

“3.7 Subject to the RL’s acceptance of the desktop study report and any charges to be imposed by NLT on the RL on Cost-Oriented Basis, NLT shall conduct a site survey to assess the cable routing for each Point-to-Point Connection. NLT shall thereafter provide a quotation of any applicable one-time Installation Charge (“**OTC**”) (including but not limited to OTC for digging or trenching work, where necessary) and of 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 (“**Quotation**”), as well as the estimated service activation period for each Point-to-Point Connection, prior to fulfilling the said order.”

- (u) Paragraph 3.8 of Annex 1 of the CA will be deleted and replaced with the following provision:

“3.8 NLT shall commence the fibre deployment subject to the following conditions:

- (a) The RL agrees to the OTC and other costs indicated in the Quotation proposed by NLT pursuant to **paragraph 3.7** above;
- (b) The RL must provide its acceptance of the service activation period indicated by NLT and the Quotation to NLT within ten (10) Business Days of receipt of the Quotation, failing which, the Request shall be deemed cancelled and the RL shall be liable for Cancellation Charges stipulated in **Annex 2**;
- (c) The RL shall assist NLT by providing access to the necessary existing facilities within the relevant Building or NBAP for the deployment of the Point-to-Point Connection which may include (but are not limited to) the cable trunking leading to the TP location. For the avoidance of doubt, all other costs arising from the Point-to-Point Connection as incurred by NLT (including but not limited to creation of access panel or opening, installation of cable tray, other relevant work and security escort services) shall be separately chargeable by NLT and paid for by the RL;
- (d) In the event that NLT is unable to deploy the Point-to-Point 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 ten (10) Business Days, failing which, 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 3.7** above; and
- (e) The RL shall secure access for NLT to carry out any works and to liaise with building management where necessary.”

- (v) Paragraph 3.9 of Annex 1 of the CA shall be deleted in its entirety and the original provisions in the CA i.e. paragraphs 3.10 to 3.15 shall be renumbered as paragraphs 3.9 to 3.14.
- (w) Paragraph 5.3 of Annex 1 of the CA will be deleted in its entirety and replaced with the following provision:

“5.3 The process for fault investigation shall be as follows:

- (a) For each of the three (3) wavelengths of 1310nm, 1490 nm and 1550nm where applicable, the optical power shall be measured in accordance with **paragraph 3.12** above, and
- (b) If the power loss does not exceed the limit specified in **paragraph 3.13** above, then the following steps shall be carried out before a finding of “no fault found” will be recorded:
  - i. Determine that the patching at the respective FTTB nodes and the patch cords are properly installed;
  - ii. Determine that there is no macro bending that produces high loss; and
  - iii. Determine that there is no dirty/damaged connector.”

- (x) Paragraph 5.5 of Annex 1 of the CA will be deleted and replaced by:

“5.5 If, following the investigation, NLT determines that:

- (a) There is no fault in NLT’s Network; or
- (b) The fault resides in NLT’s Network and such fault is not evidently caused by NLT or its contractors or NLT’s Network or equipment,

then, upon completion of the fault investigation by NLT, NLT shall charge the RL the fault investigation charge specified in **Annex 2** of this Agreement.”

- (y) Paragraph 8.2 of Annex 1 of the CA shall be deleted and replaced by:

“8.2 Upon termination of an existing Point-to-Point 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.

- (z) Paragraph 8.3 of Annex 1 of the CA shall be deleted and replaced by:

“8.3 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."

- (aa) Paragraph 8.5 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

"8.5 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 7.1, 8.2 and 8.4** of this **Annex 1.**"
- (bb) Annex 2 of the CA shall be deleted in its entirety and replaced by the new Annex 2 attached to this Addendum. For the avoidance of doubt, all references to "Annex 2" in the CA shall mean the "Annex 2" attached to this Addendum.
- (cc) Annex 3 of the CA shall be deleted in its entirety and replaced by the new Annex 3 attached to this Addendum. For the avoidance of doubt, all references to "Annex 3" in the CA shall mean the "Annex 3" attached to this Addendum.

(dd) Annex 4 of the CA shall be deleted in its entirety and replaced by the new Annex 4 attached to this Addendum. For the avoidance of doubt, all references to “Annex 4” in the CA shall mean the “Annex 4” attached to this Addendum.

(ee) Insertion of new Annex 6 to the CA.

3. Save for the amendments stated in this Addendum, all the other provisions in the CA shall remain unchanged and shall continue in full force and effect. In the event of any conflict between the provisions of the CA and this Addendum, this Addendum shall prevail in respect of the amended and/or varied terms and conditions.
4. This Addendum may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. This Addendum 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.
5. This Addendum shall be governed by the laws of Singapore and the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Singapore courts.
6. NetLink Management Pte. Ltd. has assumed all obligations under this Addendum in its capacity as trustee of NetLink Trust and not in its personal capacity and any obligation or liability of NetLink Management Pte. Ltd. under this Addendum 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.

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## ANNEX 2

### CHARGES

The charges (excluding the prevailing GST) for Point-to-Point Connections are set out below.

#### 1. Applicable Monthly Recurring Charge (“MRC”) Tiered Pricing

	Connection Period			
	12 months	36 months	60 months	84 months
MRC Per Point-to-Point Connection	\$1,800	\$1,200	\$800	\$680

#### 2. Other Charges for Point-to-Point Connections

S/N	Description of Charges	Amount
1	One-Time Installation Charge (“OTC”)	<p>\$1,500 per Point-to-Point Connection comprising one (1) fibre strand, with fibre length up to 80 metres using existing facilities at each end. Where the fibre length from the existing facilities at each end exceeds 80 metres and/or where digging and/or trenching works are required, additional charges shall be imposed on a Cost-Oriented Basis on top of the \$1,500 One-Time Installation Charge and paid for by the RL.</p> <p>All other costs arising from the Point-to-Point Connection as incurred by NLT (e.g. special trunking, scaffolding and security escort services) shall be separately charged by NLT on a Cost-Orientated Basis and paid for by the RL pursuant to <b>paragraphs 3.7 and 3.8 of Annex 1.</b></p>
2	Site Survey	\$85 per site survey
3	One-Time Installation Charge for Digging/ Trenching Work	Cost-Oriented Basis on a case-by-case basis
4	Routing Information	\$275 per Request

### 3. Cancellation Charges

S/N	Description of Charges	Desktop Study	Site Survey Charge	Incidental Charge
1.	Cancellation Charges due to RL's rejection of desktop study report	\$50 per Request	Not applicable	Not applicable
	Cancellation Charges after acceptance of desktop study report and before commencement of site survey	\$50 per Request	Not applicable	Not applicable
	Cancellation Charges after acceptance of desktop study and commencement of site survey and before acceptance of the Quotation	\$50 per Request	\$85 per site survey	Not applicable
2.	Cancellation Charges after acceptance of the Quotation by the RL	\$50 per Request	\$85 per site survey	On a Cost-Oriented Basis

### 4. Termination Charges

S/N	Description of Charges	Amount
1.	Early Termination Charge	Total Applicable MRC payable for the remaining Connection Period for each Point-to-Point Connection.
2.	Charges for Removal of TP and other reinstatement works upon termination of existing Point-to-Point Connection pursuant to <b>paragraph 8.2 of Annex 1</b>	\$190 for each Point-to-Point 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 of Charge	Charge (\$\$)
Cancellation of fault reported	\$10 per Request

**ANNEX 3**

**REQUEST FORM FOR POINT-TO-POINT CONNECTION**

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

<b>Section B: Particulars of Point-to-Point Connection Request for Enterprise Service</b>	
Recipient of Enterprise Service (if applicable):	
A-End Address:  Postal Code ( ) *Please fill in GPS Coordinates for NBAP Site	B-End Address:  Postal Code ( ) *Please fill in GPS Coordinates for NBAP Site
Tenure of Point-to-Point Connection (Please tick (✓) the relevant box) <input type="checkbox"/> 12 months <input type="checkbox"/> 36 months <input type="checkbox"/> 60 months <input type="checkbox"/> 84 months	
Expected distance/ dB loss between A-End and B-End:	
Request for Activation date (dd/mm/yyyy):	
Routing Information (Please tick (✓) the relevant box) <input type="checkbox"/> Yes, Required <input type="checkbox"/> No, Not Required	
Remarks:	

<b>Section C: Undertaking</b>		
*I/We accept the NetLink Trust's Terms and Conditions for Point-to-Point Connection, including any amendments NetLink Trust may make from time to time to those terms and conditions. *I/We confirm that all the information herein given is true and correct.		
Signed for on behalf of the applicant by its Authorised Officer:		
_____ Signature of Authorised Officer	_____ Date (dd/mm/yyyy)	_____ *Firm/Company Stamp (if applicable)

**For Official Use Only**

<b>Order Taking</b>	
<input type="checkbox"/> Application accepted	Date:
Order Reference Identifier:	
Service Reference:	
<input type="checkbox"/> Application rejected	Date:
Reason for rejection:	
Documents verified & submitted by:	
_____ NetLink Trust Personnel / Signature	
<b>Order Completed</b>	
<input type="checkbox"/> Order Completed	Date of Completion:
	Date of Notification:
Remarks:	
Verified by:	
_____ NetLink Trust Personnel / Signature	



## ANNEX 4

### SLG REBATES & FAULT IDENTIFICATION CHARGE

#### A1. REBATES FOR POINT-TO-POINT CONNECTIONS FOR ENTERPRISE SERVICES

Subject to **paragraph 5.1** of **Annex 1**, NLT shall compensate the RL a rebate (as detailed in table below) in the event NLT fails to meet the standard recovery time of six (6) hours for each affected Point-to-Point Connection for a particular month.

Recovery Time	Percentage of Applicable MRC Credited to RL for each affected Point-to-Point Connection that fails to meet the standard recovery time of six (6) hours
< 6 hours	0%
Between 6 hours to < 12 hours	10%
Between 12 hours to < 18 hours	20%
Between 18 hours to < 24 hours	60%
24 hours and above	100%

Where a Point-to-Point Connection comprising of one (1) fibre strand is deployed between two (2) physical points (“**A-end**” and “**B-end**”), the amount to be credited to the RL shall be the product of the Applicable MRC for the affected Point-to-Point Connection and the applicable percentage as determined by the above table.

#### A2. SLA REBATES FOR POINT-TO-POINT CONNECTIONS FOR ENTERPRISE SERVICES

The service level availability for each Point-to-Point Connection is calculated as follows:

$$\frac{(A - B)}{A} \times 100\%$$

Where A = 24 hours x number of days for the month (in hours); and

B = total network outage time for each affected Point-to-Point Connection in the same month (in hours)

Subject to **paragraph 5.1** of **Annex 1**, the total network outage time is the sum of all minutes for which each of the RL’s affected Point-to-Point Connection for Enterprise Services is unavailable measured from the time each fault is reported by the RL to the time NLT confirms that the fault is restored, excluding fault incidents where NLT is prevented or restricted from restoring the service owing to matters that are not within NLT’s control.

## ANNEX 6

### ILLUSTRATIONS ON CALCULATIONS OF CHECK-IN REBATE

For the purposes of Paragraph 3 of Annex 1 of this Agreement, the following illustrations show how the Check-In Rebate shall be calculated in specific circumstances.

#### Example 1:

At Check-In Date, RL A has 5 Point-to-Point Connections with 84-month Connection Period; and is 2 months into the contract.

- Rebate per Point-to-Point Connection: \$0 (as it falls within 1-5 Point-to-Point Connections)
- Total Check-In Rebate:  $5 \times \$0 \times 2 \text{ months} = \$0$

#### Example 2:

At Check-In Date, RL B has 6 Point-to-Point Connections with 12-month Connection Period; and is 10 months into the contract.

- Rebate per Point-to-Point Connection: \$250 (as it falls within 6-10 Point-to-Point Connections)
- Total Check-in Rebate:  $6 \times \$250 \times 10 \text{ months} = \$15,000$

#### Example 3:

At Check-In Date, RL C has:

- 6 connections with 12-month Connection Period; and is 5 months into the contract.
- 6 connections with 84-month Connection Period; and is 6 months into the contract.

- Rebate per Point-to-Point Connection with 12-month Connection Period: \$250 (as it falls within 6-10 Point-to-Point Connections)
- Rebate per Point-to-Point Connection with 84-month Connection Period: \$80 (as it falls within 6-10 Point-to-Point Connections)
- Total Check-in Rebate =  $(6 \times \$250 \times 5 \text{ months}) + (6 \times \$80 \times 6 \text{ months}) = \$10,380$

#### Example 4:

At Check-In Date on 31 December 2024, RL D has 6 Point-to-Point Connections with 12-month Connection Period; and with RFS date 20 May 2024.

- Rebate per Point-to-Point Connection: \$250 (as it falls within 6-10 Point-to-Point Connections)
- Pro-rata Rebate Per Point-to-Point Connection from 20 May 2024 to 31 December 2024:
  - 20 May 2024 – 31 May 2024 (12 days out of 31 calendar days  $\times$  \$250) = \$96.77
  - June 2024 – December 2024 (7 months  $\times$  \$250) = \$1,750
  - Rebate Per Point-to-Point Connection = \$1,846.77
- Total Check-In Rebate:  $6 \times \$1,846.77 = \$11,080.62$

#### Example 5:

At Check-In Date on 31 December 2024, RL E has

- 3 Point-to-Point Connections with 12-month Connection Period; and with RFS date 20 May 2024.
- 3 Point-to-Point Connections with 12-month Connection Period; and with RFS date 1 August 2024.

- Rebate per Point-to-Point Connection with 12-month Connection Period: \$250 (as it falls within 6-10 Point-to-Point Connections)
- Pro-rata Rebate Per Point-to-Point Connection with 12-month Connection Period from 20 May 2024 to 31 December 2024:

- 20 May 2024 – 31 May 2024 (12 days out of 31 calendar days x \$250) = \$96.77
- June 2024 – December 2024 (7 months x \$250) = \$1,750
- Rebate Per Point-to-Point Connection = \$1,846.77
- Pro-rata Rebate Per Point-to-Point Connection from 1 August 2024 to 31 December 2024:
  - August 2024 – December 2024 (5 months x \$250) = \$1,250
  - Rebate Per Point-to-Point Connection = \$1,250
- Total Check-In Rebate: (3 x \$1,846.77) + (3 x \$1,250) = \$9,290.31

**Example 6:**

At Check-In Date on 31 December 2024, RL F has

- 6 Point-to-Point Connections with 12-month Connection Period; and with RFS date 20 May 2024.
- 3 Point-to-Point Connections with 60-month Connection Period; and with RFS date 1 August 2024.

- Rebate per Point-to-Point Connection with 12-month Connection Period: \$250 (as it falls within 6-10 Point-to-Point Connections)
- Rebate per Point-to-Point Connection with 60-month Connection Period: \$0 (as it falls within 1-5 Point-to-Point Connections)
- Pro-rata Rebate Per Point-to-Point Connection with 12-month Connection Period from 20 May 2024 to 31 December 2024:
  - 20 May 2024 – 31 May 2024 (12 days out of 31 calendar days x \$250) = \$96.77
  - June 2024 – December 2024 (7 months x \$250) = \$1,750
  - Rebate Per Point-to-Point Connection = \$1,846.77
- Rebate Per Point-to-Point Connection with 60-month Connection Period will be \$0.00.
- Total Check-In Rebate: 6 x \$1,846.77 = \$11,080.62