

PRIVATE & CONFIDENTIAL

Dated []

BETWEEN

**CITYNET INFRASTRUCTURE MANAGEMENT PTE. LTD.
(AS TRUSTEE-MANAGER OF NETLINK TRUST)**

AND

SINGAPORE TELECOMMUNICATIONS LIMITED

CUSTOMISED AGREEMENT

-

**SWITCHING OF EXISTING GPON SERVICE TO XGPON SERVICE FOR RESIDENTIAL
END-USER CONNECTION AND VICE VERSA AND BILLING ACCOUNT TRANSFER**

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;

“**Donor Account**” means the existing RL account where NLT currently bills the Residential End-User Connection to the RL; and

“**Recipient Account**” means the new RL account where NLT shall transfer, from a Donor Account, the billing of a Residential End-User Connection at the same premise to the RL.

1.2 Interpretation

In this Agreement:-

- 1.2.1 unless otherwise defined in this Agreement, all terms and references defined in NLT's Approved ICO (“**Approved ICO**”) (as set out on the IDA webpage <https://www.ida.gov.sg/Policies-and-Regulations/Industry-and-Licensees/Nationwide-Broadband-Network/NetLink-Trust-Interconnection-Offer-2015> 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 the definition of terms herein shall apply equally to the singular and plural forms of the terms defined, and any pronoun shall include the corresponding masculine, feminine and neuter forms;
- 1.2.3 unless the context otherwise requires, any definition or reference to any instrument, statute or statutory provision shall be construed as referring to such instrument, statute or statutory provision as from time to time amended, supplemented, extended, consolidated or replaced and subject to any restrictions on such amendments, supplements, extensions, consolidations or replacements and any orders, regulations, instruments or other subordinate legislation made thereunder;
- 1.2.4 the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- 1.2.5 unless otherwise provided herein or the context otherwise requires, all references to clauses, schedules, recitals and annexures are references to the clauses, schedules, recitals and annexures of this Agreement;
- 1.2.6 the words "herein", "hereof", "hereinafter" and hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof;
- 1.2.7 an expression importing a natural person shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;

- 1.2.8 dates and times refer to Singapore time;
- 1.2.9 the schedules and/or annexures to this Agreement form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
- 1.2.10 the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; and
- 1.2.11 any act or obligation to be done or performed under this Agreement which is required or falls to be done or performed on a stipulated day, shall be done or performed on the next succeeding Business Day, if the day upon which that act or obligation is required to be done or performed falls on a day which is not a Business Day.

2. SWITCHING OF RESIDENTIAL END-USER CONNECTION

- 2.1 Where the RL requires patching at Building MDF Room and billing account transfer services from RL's Donor Account to RL's Recipient Account for switching an existing GPON service to XGPON service for Residential End-User Connection and vice versa (excluding OE Residential End-User Connections) as illustrated in Annex 2, ("**Connection Change**"), the order provisioning sequence is as follows:
- (i) The RL shall submit a request for each Connection Change to NLT through the NetLink Trust Platform and provide such necessary information in accordance with the Approved ICO relating to the affected Residential End-User Connections as required by NLT. The RL shall also indicate the preferred appointment date and time in the Connection Change Request, subject to availability;
 - (ii) No later than one (1) Business Day after receipt of the RL's request, NLT will seek the RL's confirmation for the requested Connection Change. The RL shall provide confirmation for the requested Connection Change to NLT within five (5) Business Days thereafter, failing which NLT will reject the said request; and
 - (iii) Upon receipt of the RL's confirmation for the requested Connection Change, NLT shall proceed with the Connection Change on the appointed date and time.
- 2.2 Where necessary, the RL shall liaise with the affected Retail Service Provider(s) in respect of any Connection Change and NLT shall bear no responsibility in this regard.
- 2.3 The RL shall ensure that all information provided to NLT for purposes of each requested Connection Change is accurate and shall indemnify NLT for any loss or damage occasioned by or arising from inaccurate information provided by the RL which results in NLT activating or deactivating any Residential End-User Connection.
- 2.4 The RL shall maintain separate billing accounts for the Donor Account and Recipient Account.
- 2.5 The RL shall make payment of a One-time charge to NLT in respect of each requested Connection Change ("**Administrative and Patching Charge**") as set out in Annex 1.
- 2.6 For avoidance of doubt, the RL shall not be entitled to any claims pertaining to Service Level Guarantees in relation to any request by the RL for a Connection Change.

- 2.7 NLT shall waive any Pre-mature Termination Charge associated with the Residential End-User Connection charged under the affected billing accounts insofar as it arises out of the RL's request for a Connection Change. For the avoidance of doubt, the RL will not be entitled to any rebates of the Monthly Recurring Charge for all affected Residential End-User Connection.
- 2.8 In the event where the RL cancels its request for a Connection Change, the RL shall make payment of a One-time charge to NLT in respect of each requested cancellation of a Connection Change ("**Cancellation Charge**") as set out in Annex 1. RL will not be required to pay the Administrative and Patching Charge for the Connection Change that is cancelled.
- 2.9 NLT's scope of work in respect of each request by the RL for a Connection Change is limited to order provisioning and patching service.
- 2.10 Parties agreed that all Residential End-User Connections covered under this Agreement shall be subject to terms stipulated in the Approved ICO. Specifically:
- (i) Testing will be done at 1310nm, 1490nm and 1550nm wavelengths only;
 - (ii) Split ratios shall be 1:24; and
 - (iii) Optical power loss does not exceed -28db for GPON.

3. TERM AND TERMINATION

- 3.1 This Agreement is conditional upon approval of the Authority and shall expire 1 year after the date the Authority approves this Agreement.
- 3.2 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. In addition, either Party may terminate this Agreement upon 30 calendar days' written notice if the other Party is in breach of this Agreement.
- 3.3 In event of any change planned by NLT that would impact the subject matter of this Agreement (including without limitation any change in the network architecture for the deployment of XGPON services as notified by NLT to the RL), NLT may terminate this Agreement at its sole discretion without any liability whatsoever, by giving to the RL three (3) months' notice in writing or such shorter notice as may be directed or requested by the Authority. During such notice period, both parties may negotiate a transition plan for the affected Residential End-User Connections, provided that any failure to reach an agreement on the transition plan shall not affect NLT's right to terminate this Agreement. The RL shall not submit and NLT shall have no obligation to accept any further orders following the issuance of such termination notice by NLT.

4. LIMITATION OF LIABILITY

- 4.1 For avoidance of doubt, Clause 14 of the main body of Part 2 of the Approved ICO shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach, breach of statutory duty or any other cause) of each 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.

5. MISCELLANEOUS

5.1 Save as expressly amended and supplemented by this Agreement, the terms of the Approved ICO (including but not limited to Schedule 1 (Residential End-User Connection) and Schedule 15 (Charges)) shall be incorporated herein and shall form part of this Agreement. For the avoidance of doubt, this Agreement shall be deemed to be a “Customised Agreement” pursuant to Clause 1.4 of the main body of Part 2 of the Approved ICO. 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.

5.2 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 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.

5.3 Prohibition against Assignment and Sub-Licensing

This Agreement and/or the obligations thereunder shall not be assigned or sub-licensed by the RL without the prior express written approval of NLT.

5.4 Amendment

This Agreement may be amended only by an instrument in writing signed by both Parties. The Parties hereby acknowledge and agree that they shall, if required by the Authority, amend this Agreement to incorporate any additional or modified Duties Related to the Provision of Mandated Services (as defined in the Code) as required by the Authority during the term of this Agreement.

5.5 Invalidity

Any provision of this Agreement that is invalid or unenforceable in 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 are and continue to be valid and enforceable in accordance with their terms.

5.6 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.

5.7 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.

5.8 Liability of the Trustee-Manager

NLT has assumed all obligations under this Agreement in its capacity as trustee-manager of the NetLink Trust and not in its personal capacity and any obligation or liability of the trustee-manager under this Agreement is limited to the assets of NetLink Trust over which the trustee-manager has recourse and shall not extend to any personal or other assets of the trustee-manager or its shareholders, directors, officers or employees.

ANNEX 1: CHARGES

1. Administrative and Patching Charge

One-time charge for each requested Connection Change is payable to NLT and will be charged to the Recipient Account as follows:

Description	One-time charge (S\$) *
Administrative and Patching	\$58

*Exclude GST

2. Cancellation Charge

One-time charge for each requested cancellation of a Connection Change is payable to NLT and will be charged to the Donor Account as follows:

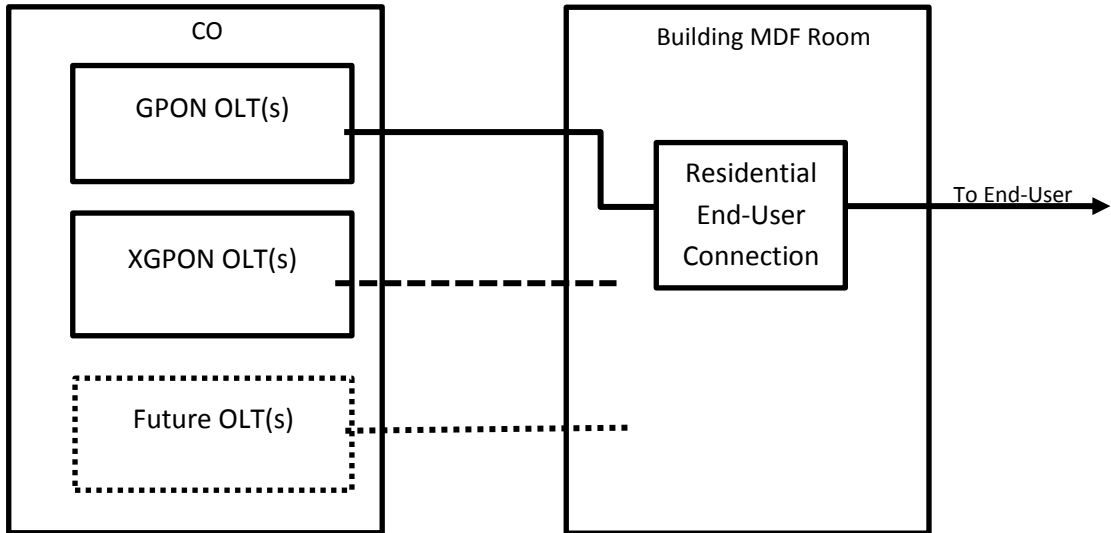
Description	One-time charge (S\$) *
Cancellation	\$58

*Exclude GST

ANNEX 2: ILLUSTRATIONS OF CONNECTION CHANGE

Illustration 1: Switching an existing GPON service to XGPON service

Before Connection Change



After Connection Change

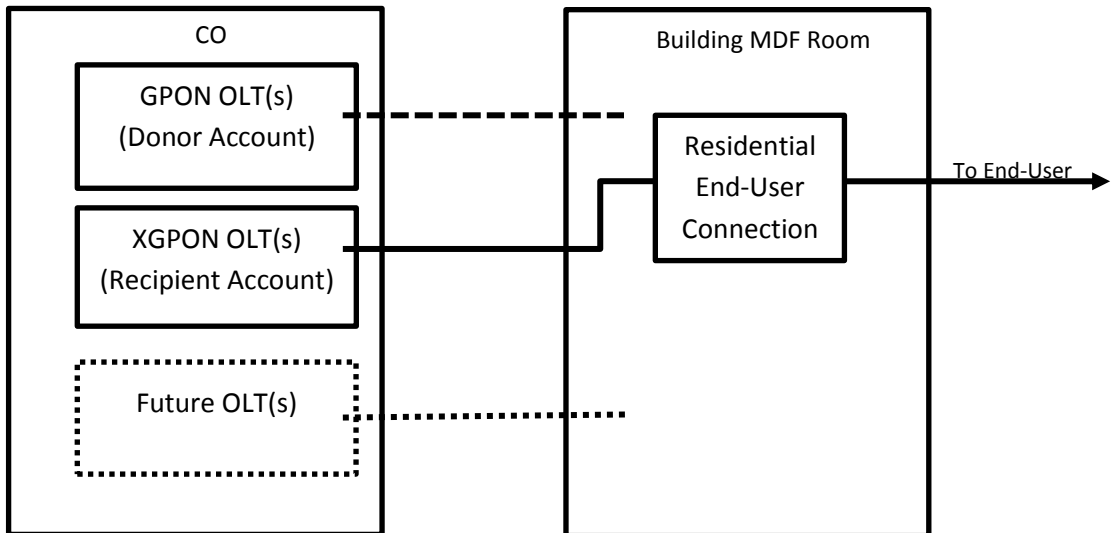
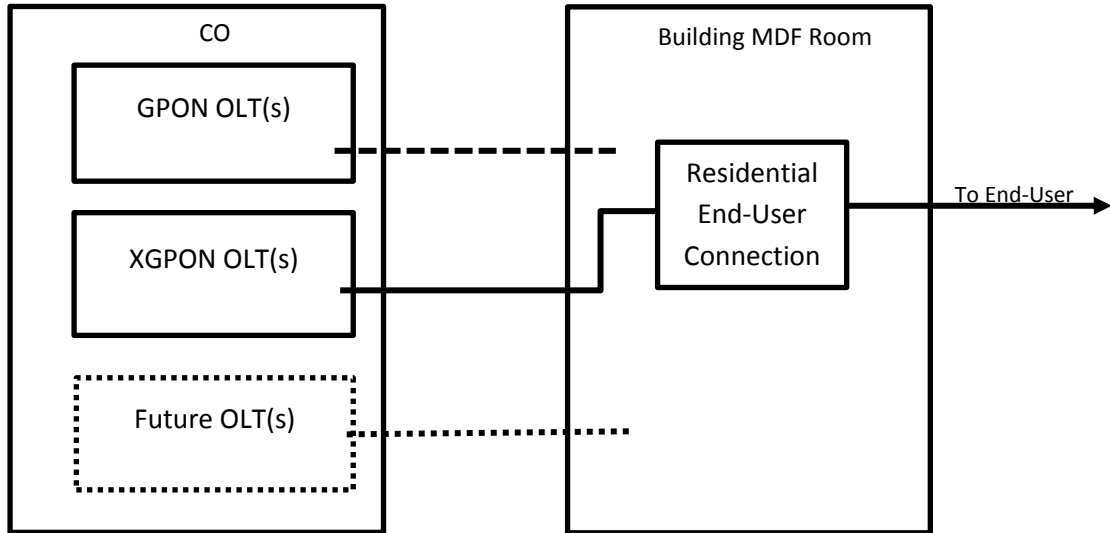


Illustration 2: Switching an existing XGPON service to GPON service

Before Connection Change



After Connection Change

