

PRIVATE & CONFIDENTIAL

Dated 2019

BETWEEN

NETLINK MANAGEMENT PTE. LTD.

(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)

AND

M1 LIMITED

CUSTOMISED AGREEMENT

PROVISION OF A TRIAL POINT TO POINT CONNECTION

This **CUSTOMISED AGREEMENT** is made on

2019 between:

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

AND

(B) **M1 LIMITED** (Company Registration Number: 199206031W), a company incorporated in Singapore with its registered address at 10 International Business Park Singapore 609928 (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 ("**IMDA**") under Section 5 of the Telecommunications Act (Cap. 323) ("**Act**") and is a designated public telecommunication licensee under Section 6 of the Act. NLT operates subject to the authority of and regulation by IMDA.
- B. Under the terms of NLT's FBO Licence, NLT is required to offer certain Mandated Services to Requesting Licensees pursuant to the terms of the Approved ICO.
- C. The Parties are presently in negotiations to enter into a Customised Agreement for "Provision of Segment Connections for Mobile Network Deployment and Enterprise Services" (the "**Main CA**").
- D. In tandem with the negotiations for the Main CA, the RL has requested NLT to provision a Trial Point to Point Connection (as defined below) for the purpose of optimizing the ordering and provisioning processes to be implemented under the Main CA.
- E. The Parties are therefore desirous of entering into this Customised Agreement to regulate Parties' respective obligations and responsibilities with regard to the provision of one (1) Trial Point to Point Connection to the RL for the purpose of providing Enterprise Services (as defined below).

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;

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

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

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

“Enterprise Service” means the provision of one (1) fibre-based broadband enterprise connection by the RL to a Direct End-User at a Non-Residential Premise by utilizing a Trial Point to Point 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;

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

“Trial Point to Point Connection” means a fibre connection that is deployed between two physical points (“A-end” and “B-end”) within NLT’s network where “A-end” is located at Symbiosis, 3 Fusionopolis Building Block 1 #15-00, Singapore 138633 and “B-end”: Equinix SG2, 15 Pioneer Walk, Singapore 627753; and

“Term” means the term of this Agreement as set out in Clause 7.2 below.

1.2 Interpretation

In this Agreement:-

1.2.1 unless otherwise defined herein, all terms and references defined in NLT’s Interconnection Offer as approved by the Authority (**“Approved ICO”**) (as set out on the IMDA webpage <https://www.imda.gov.sg/regulations-licensing-and-consultations/frameworks-and-policies/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 annexures are references to the clauses, schedules, recitals and annexures of this Agreement;
- 1.2.6 the words "herein", "hereinafter", "hereof" and "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement;
- 1.2.7 an expression importing a natural person shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns (as the case may be), and pronouns shall have a similarly extended meaning. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;
- 1.2.8 dates and times refer to Singapore time;
- 1.2.9 the schedules and/or annexures to this Agreement form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
- 1.2.10 the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; and
- 1.2.11 any act or obligation to be done or performed under this Agreement which is required or falls to be done or performed on a stipulated day, shall be done or performed on the next succeeding Business Day, if the day upon which that act or obligation is required or falls to be done or performed falls on a day which is not a Business Day.

2. NLT'S OBLIGATIONS

- 2.1 Upon request made by the RL in accordance with the terms and conditions specified herein, NLT shall provide the Trial Point to Point Connection for the provisioning of an Enterprise Service by the RL.

3. RL'S OBLIGATIONS

- 3.1 In consideration of NLT's agreement to provide the services described in Clause 2 above, the RL shall comply with the terms and conditions specified in the Annex 1 hereto and as may be amended from time to time by the Parties' mutual agreement, subject to the Authority's approval.

4. CONFIDENTIALITY

- 4.1 Each Party shall protect from disclosure any confidential or proprietary information provided by the other in the course of negotiating or implementing this Agreement, use such information only for the provision of the specific Mandated Services requested by the RL and adopt appropriate procedures to ensure that the information of the other Party is not used for the development or marketing of other telecommunication services or equipment by either Party or third parties.

5. PROTECTION OF NETWORKS

- 5.1 NLT and the RL shall take reasonable measures to ensure that they will not cause physical or technical harm to each other's network.

6. BILLING INFORMATION

- 6.1 NLT and the RL shall provide each other with information within their possession that is necessary to allow them to provide accurate and timely billing to each other and to any other relevant third parties.

7. TERM AND TERMINATION

- 7.1 This Agreement shall be submitted to the Authority for approval and shall come into effect only upon such approval by the Authority. The date on which the Authority's approval is granted or is deemed to have been granted shall hereinafter be referred to as the "**Effective Date**".
- 7.2 This Agreement shall expire six (6) months after the Effective Date of this Agreement ("**Initial Term**"). In the event that the Main CA has not been executed and/or has not been approved by IMDA during the Initial Term, the Parties may agree in writing to renew this Agreement on such terms and conditions as agreed between the Parties subject at all times to the prior approval of the Authority. Upon request for renewal by the RL, which should be made at least one (1) month 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. In the event that the request for renewal is not received before the aforementioned deadline, this Agreement shall expire after the Initial Term, and the Trial Point to Point Connection shall be deemed terminated under this Agreement.
- 7.3 Unless otherwise specified in the Annexures hereto, either Party may terminate this Agreement pursuant to the provisions of Clause 12.1 of the main body of Part 2 of the Approved ICO (which are incorporated pursuant to Clause 9.1 below). In addition, either Party may terminate this Agreement by giving to the other Party 30 days' written notice or such shorter notice as may be directed or requested by the Authority.

8. LIMITATION OF LIABILITY

- 8.1 This Clause 8 shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, willful or deliberate breach, breach of statutory duty or any other cause) of NLT to the RL under or in relation to this Agreement and in relation to any act, omission or event relating to or arising out of this Agreement.
- 8.2 Subject to Clause 8.4, NLT shall not be liable to the RL, whether in contract, in tort, under statute or otherwise, for the following:
- a. any direct or indirect loss of profits, revenue, business, anticipated savings, wasted expenditure or goodwill; or
 - b. any consequential or indirect liability, loss or damage,
- sustained by the RL and arising from or in connection with this Agreement.

- 8.3 Subject to Clause 8.4, NLT's aggregate liability to the RL for breach of any of NLT's obligations or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), shall be limited to the aggregate Monthly Recurring Charge (as set out in Annex 1 of this Agreement) paid or payable by the RL during the twelve (12) months prior to the event giving rise to the liability.
- 8.4 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury.

9. MISCELLANEOUS

9.1 Incorporation of Terms of Approved ICO

Save as expressly amended and/or supplemented by this Agreement, or if the context requires otherwise, the terms of the Approved ICO (as may be amended from time to time, and including but not limited to Schedules 5, 6, 10, 11, 15, 16 and 18 of the Approved ICO) shall be incorporated herein and shall form part of this Agreement, with the necessary modifications for application to this Agreement instead of an ICO Agreement. In the event of any inconsistencies between the provisions of this Agreement and the Approved ICO, the terms of this Agreement shall prevail to the extent of such inconsistencies.

9.2 Release, Waiver or Compromise

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

9.3 Prohibition against Assignment and Sub-Licensing

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

9.4 Amendment

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

9.5 Invalidity and Unenforceability

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

9.6 Counterparts

This Agreement may be executed in any number of counterparts and all such counterparts

taken together will be deemed to constitute one and the same instrument.

9.7 Governing Law and Submission to Jurisdiction

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

9.8 Liability of the Trustee

NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Agreement in its capacity as trustee of NetLink Trust and not in its personal capacity and any liability of NetLink Management Pte. Ltd. (in its capacity as trustee of NetLink Trust) under this Agreement is limited to the assets of NetLink Trust over which NetLink Management Pte. Ltd. has recourse and shall not extend to any personal or other assets of NetLink Management Pte. Ltd. or its shareholders, directors, officers or employees, 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 POINT TO POINT CONNECTION

- 1.1. The RL acknowledges and agrees that the Trial Point to Point Connection provided under this Agreement shall be used only for the purpose of providing Enterprise Service. The RL acknowledges and confirms that it shall not request not more than one (1) Trial Point to Point Connection under this Agreement.
- 1.2. The RL shall not use the Trial Point to Point Connection for the purpose of providing fibre-based broadband services to Residential End-Users.
- 1.3. The RL shall use that Trial Point to Point Connection to supply one (1) Enterprise Service to one (1) Enterprise Customer at the relevant Non-Residential Address. For the avoidance of doubt, the RL shall not use the same Trial Point to Point Connection to provide more than one (1) Enterprise Service to the same Enterprise Customer at the same Non-Residential Address.
- 1.4. The RL shall procure that no Enterprise Customer shall use the Trial Point to Point Connection to subsequently resell or otherwise supply broadband services to Residential End-Users or Non-Residential End-Users, or to any NBAP location.
- 1.7. The Trial Point to Point Connection activated by the RL shall be subject to a minimum contract term of [REDACTED], commencing from the Ready For Service (RFS) date as advised by NLT (the "**Minimum Connection Term**").
- 1.8. The termination of the Trial Point to Point 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.

2. PROCEDURE FOR REQUEST FOR SERVICES

- 2.1. The RL shall submit a request for the Trial Point to Point Connection ("**Request**") via email using the form set out in **Annex 3**. Within one (1) Business Day of receiving the Request, NLT will notify the RL on whether the Request has been accepted or rejected by NLT. Where the Request has been rejected, NLT shall inform the RL of the reason for the rejection.
- 2.2. Where the Request is accepted by NLT, NLT shall conduct a desktop study to evaluate the feasibility of supplying the Trial Point to Point Connection, and shall issue a desktop study report on the details of the proposed deployment of the Trial Point to Point Connection, which may include (but is not limited to) the following information:
 - (a) Whether any Patching Service should be ordered separately under Schedule 13 of the Approved ICO;
 - (b) Distance of the proposed fibre route;
 - (c) Identity of the relevant CO(s) for the Trial Point to Point Connection; and
 - (d) The theoretical signal loss applicable for the proposed fibre route.
- 2.3. In the event that the RL does not accept the desktop study report, and decides to cancel the Request, Cancellation Charges as set out in Annex 2 shall apply.

- 2.4. In the event that the RL accepts the desktop study report, and decides to proceed with the Request, the RL shall submit the orders via email to NetLink Trust.
- 2.5. Subject to 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 the order related to the Trial Point to Point Connection. NLT shall inform the RL of any applicable one-time Installation Charge (“**OTC**”) for digging or trenching work prior to fulfilling the said order.
- 2.6. NLT shall commence the fibre deployment subject to the following conditions:
 - 2.6.1. The RL agrees to the OTC for digging or trenching work proposed by NLT pursuant to **paragraph 2.5** above;
 - 2.6.2. The RL must provide its acceptance of the service activation period and agreement to pay the OTC to NLT within ten (10) Business Days, failing which, the Request shall be deemed cancelled and the RL shall be liable for Cancellation Charges stipulated in Annex 2;
 - 2.6.3. The RL shall assist NLT by providing access to the necessary existing facilities within the relevant Building or NBAP for the deployment of the Trial Point to Point Connection which may include (but are not limited to) the cable trunking leading to the TP location;
 - 2.6.4. In the event that NLT is unable to deploy the Trial Point to Point Connection using existing facilities, NLT shall build new ones and recover the cost from the RL on a Cost-Oriented Basis;
 - 2.6.5. In the event that NLT has to incur any additional cost (e.g. special trunking and scaffolding) to carry out the installation work arising from the need to access rooftop sites and/or deploy specialised equipment, NLT shall recover the cost from the RL on a Cost-Oriented Basis; and
 - 2.6.6. The RL shall secure access for NLT to carry out any works and to liaise with building management where necessary.
- 2.7. For the avoidance of doubt, the RL shall not be permitted to submit any self-provide order under this Agreement.
- 2.8. The RL shall not be entitled to any claims pertaining to Service Level Guarantees in relation to any request for a Trial Point to Point Connection provided by NLT pursuant to this Agreement.

3. FEES & CHARGES

- 3.1. The fees set out in Annex 2 shall apply. In the event that any charges for services related to the Trial Point to Point Connection are not stipulated in Annex 2, the charges for such services as set out in Schedule 15 of the Approved ICO shall apply.
- 3.2. The fees set out in Annex 2 shall be valid until the occurrence of the earlier of the following events:
 - (a) the expiration of the Initial Term; and
 - (b) until such time the Authority reviews the prices of the Mandated Services offered by NLT pursuant to the terms of the Approved ICO. In the event there is any change to such prices that affects the fees set out in Annex 2, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further Trial Point to Point Connection 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.

- 3.3. NLT will review the fees set out in Annex 2 periodically and may revise the fees at its discretion following such review, subject to IMDA's approval. In the event there is a fee revision approved by IMDA, NLT shall notify the RL of the revised fees in writing and the revised fees shall take effect two (2) months from the date of such notification, subject to any direction by IMDA.

4. ADDITIONAL TERMS AND CONDITIONS

- 4.1. The RL shall obtain all necessary approvals, permits and consents (including approvals from the relevant building manager) at its own cost to facilitate NLT's access to all necessary areas within the relevant building or NBAP, and all works relating to the Trial Point to Point Connection (including but not limited to any subsequent repair, replacement or upgrade to any equipment or facility forming part of the Trial Point to Point Connection).
- 4.2. Upon termination of the Trial Point to Point Connection, including termination before the expiry of the Minimum Connection Term, 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. Such reinstatement charges will be recovered by NLT from the RL on a Cost-Oriented Basis.
- 4.3. In the event that the Main CA is executed by the Parties, and the Main CA is approved by IMDA, this Agreement shall terminate on the effective date of the Main CA without liability on the part of either Party, save for any payments which have accrued at the time of termination, and the Trial Point to Point Connection shall thereafter be deemed to be provided by NLT under the Main CA. For the avoidance of doubt, the Trial Point to Point Connection will not be terminated, paragraph 4.2 of this Annex 1 shall not apply, and the RL shall not be liable for any Early Termination Charge if this Agreement is terminated due to the execution of the Main CA.
- 4.4. The rights and remedies of NLT provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

ANNEX 2

CHARGES

The charges payable by the RL for the Trial Point to Point Connection are set out below.

Charges for Trial Point to Point Connection

S/N	Description of Charges	Amount
1	Monthly Recurring Charge ("MRC")	\$ [REDACTED] per Trial Point to Point Connection
2	Standard Installation Charge	\$ [REDACTED] per Trial Point to Point Connection
3	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for the Trial Point to Point Connection

Other Charges

S/N	Description of Charges	Amount
1	One-Time Installation Charges for Digging/Trenching Work	\$ [REDACTED] + incidental costs calculated on a Cost-Oriented Basis
2	Cancellation Charges due to RL's rejection of desktop study report	\$50
3	Cancellation Charges after acceptance of desktop study report and before commencement of site survey	Nil
4	Cancellation Charges after commencement of site survey and before acceptance of the One-Time Installation Charges	\$76 per site survey
5	Cancellation Charges after acceptance of the One-Time Installation Charges by the RL and before RFS	\$76 per site survey + incidental costs calculated on a Cost-Oriented Basis.

ANNEX 3

REQUEST FORM FOR TRIAL POINT TO POINT CONNECTION TO REQUESTING LICENSEE

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

Section B: Particulars of Trial Point to Point Connection Request	
Purpose of Trial Point to Point Connection Request (please tick (✓) the relevant box):	
<input type="checkbox"/> Enterprise Service	
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
Type of Trial Point to Point Connection: Within CO / Inter CO	
Expected distance/ dB loss between A-End and B-End:	
Request for Activation date (dd/mm/yyyy):	
Contract Period:	
Remarks:	

Section C: Undertaking		
*I/We accept the NetLink Trust's Terms and Conditions for Trial 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

Order Taking	
<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	
Order Completed	
<input type="checkbox"/> Order Completed	Date of Completion:
One Time Charge Amount : S\$	
Month Recurring Amount: S\$	
Billing Start Date:	
Remarks:	
Verified by:	
_____ NetLink Trust Personnel / Signature	