

TARIFF ON PROVISION OF DATA CENTRE CONNECTIONS FOR ENTERPRISE SERVICES TO NETCO QUALIFYING PERSONS (“DC TARIFF”)

This term sheet summarises the key terms and conditions of NetLink Trust’s (“NLT”) tariff on provision of Data Centre (“DC”) connections for Enterprise Services to NetCo Qualifying Persons (“NetCo QPs”) (as defined below) (“DC Tariff”).

1. Definitions

Capitalised terms used herein, unless otherwise defined, have the meanings defined in the Approved ICO.

The following terms shall have the meanings set out below for the purpose of this term sheet:

“**Applicable MRC**” means the Monthly Recurring Charge that applies to a DC Connection based on the duration declared by the NetCo QP;

“**Approved ICO**” means NLT’s Interconnection Offer as approved by the Info-communications Media Development Authority (“IMDA”);

“**Business Day**” means any day other than Saturdays, Sundays or the gazetted public holidays in Singapore;

“**Code**” means the NetCo Interconnection Code 2020 issued by IMDA pursuant to section 26(1) of the Act, which came into operation on 22 April 2020, or its successor code of practice, and as may be amended from time to time;

“**Connection Period**” bears the meaning defined in paragraph 4.15;

“**Data Centre**” or “**DC**” means a data centre that is listed on the DC List at which telecommunications equipment belonging to the Requestor is installed, and that is indicated on the Request as the A-end and/or B-end of a DC Connection;

“**DC List**” means the list of Data Centres published at the URL stated in **Annex 1**;

“**DC Connection**” means a connection comprising one (1) fibre strand that is deployed between two (2) physical points (“A-end” and “B-end”) within NLT’s network, where the A-end is located at a ‘Meet Me Room’ or Main Distribution Frame Room in a DC, and B-end is located either at the Direct End-User’s Non-Residential Premise, or at a ‘Meet Me Room’ or Main Distribution Frame Room in a different DC;

“**Direct End-User**” means an End-User who have entered directly into a contractual agreement with the NetCo QP or its Related Corporations;

“**Effective Date**” means the date on which NLT and NetCo QP execute the tariff agreement;

“End-User” means a customer who is a business end user;

“Enterprise Service” means the provision of one (1) dark fibre connection by the NetCo QP to a Direct End-User at a Non-Residential Premise by utilizing a DC Connection provided by NLT under this tariff;

“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;

“MMR” means the Meet-Me-Room designated by the DC;

“NetCo Qualifying Persons” means Network Company Qualifying Persons who shall include persons such as a Facilities-Based Operator (FBO), a Services-Based Operator (Individual) (SBO (Individual)), or a Broadcasting Licensee, who have obtained the relevant licences from IMDA; and

“Request” means a request for the DC Connection under this Agreement using the form set out in **Annex 3**.

2. Offer Period

The DC Tariff shall expire on 31 December 2027.

3. Pre-requisite

The DC Tariff shall only be applicable to NetCo QPs who have not entered into any ICO Agreement with NLT.

4. Key Terms and Conditions

- 4.1 The NetCo QP shall not use any DC Connection for the purpose of providing fibre-based broadband services to Residential End-Users, or to supply any service that is not an Enterprise Service.
- 4.2 The NetCo QP must provide the address of the DC that shall serve as the handover location. For the avoidance of doubt, the NetCo QP shall not be permitted to submit any self-provide order under this tariff.
- 4.3 The NetCo QP shall procure that no Direct End-User shall use the DC Connection to subsequently resell or otherwise supply dark fibre or broadband services to Residential End-Users or Non-Residential End-Users, or to any NBAP location.
- 4.4 NLT’s demarcation will end at NLT’s Network, in that NLT’s Network in respect of the DC Connection provided under this tariff shall be deemed to end at the TP installed at the B-end.

Security Requirements

- 4.5 The NetCo QP shall, at its sole cost and expense, provide and maintain during the term of the tariff agreement either (a) a banker's guarantee in the form set out in Annex 5, or (b) a security deposit via bank transfer in the amount of Five Thousand Singapore Dollars (S\$5,000). The banker's guarantee or security deposit, whichever applies, shall be provided to NLT no later than ten (10) Business Days from the Effective Date, or such other deadline as NLT may communicate to the NetCo QP in writing. The requirement under this paragraph 4.5 shall hereafter be referred to as the "Security Requirement".
- 4.6 The NetCo QP shall provide copies of the latest audited financial statements in relation to the preceding three (3) financial years immediately preceding the Effective Date no later than ten (10) Business Days from the Effective Date. The said financial statements shall be used by NLT for the purpose of facilitating NLT's assessment of the NetCo QP's financial standing during the term of the tariff agreement.
- 4.7 NLT reserves the right to review and amend the Security Requirement that applies to the NetCo QP at any time during the term of the tariff agreement based on the NetCo QP's financial standing at the time of the review. In conducting the review of the Security Requirement (hereinafter the "SR Review"), NLT shall have regard to:
- (a) the audited financial statements mentioned in paragraph 4.6 above; and
 - (b) the NetCo QP's payment track record i.e. whether the NetCo QP had failed to settle payments owed to NLT by the payment due date on three (3) or more occasions in the past twelve (12) months.
- 4.8 Upon completion of the SR Review, NLT shall be entitled to increase the Security Requirement amount to not more than Twelve Thousand and Five Hundred Singapore Dollars (S\$12,500) or two point five (2.5) times the value of the highest invoice billed to the NetCo QP during the past twelve (12) months, whichever amount is greater, and NetCo QP shall be notified of the increase in the Security Requirement amount accordingly. Within fourteen (14) calendar days from NLT's notification of an increase in the Security Requirement amount, the NetCo QP shall take all steps to implement the increase in the Security Requirement amount, namely by providing a revised banker's guarantee or transferring additional sums to NLT as part of the security deposit, as applicable, and the NetCo QP shall also comply with any other terms set out in such notification.
- 4.9 The NetCo QP acknowledges and agrees that NLT's assessment of its financial standing and the outcome of the SR Review are final and shall not be subject to appeal.

- 4.10 NLT may, at its absolute discretion, treat a failure by the NetCo QP to provide the revised banker's guarantee or to transfer the outstanding portion of the security deposit pursuant to a notification under paragraph 4.8 above as a material breach of the tariff agreement. For the avoidance of doubt, the provision of a banker's guarantee or security deposit does not relieve the NetCo QP from its obligations to pay any outstanding charges to NLT as they become due and payable, nor does it constitute a waiver of NLT's right to suspend, disconnect or terminate any DC Connections in accordance with the terms of the tariff agreement.
- 4.11 NLT may from time to time request for information from the NetCo QP for the purpose of conducting the SR Review, and the NetCo QP shall provide the requested information within fourteen (14) calendar days of receipt of such a request.
- 4.12 NLT may, at its absolute discretion and on reasonable notice in writing to the NetCo QP, draw down from the banker's guarantee or security deposit (or part thereof) to settle any amount due or payable to NLT by the NetCo QP under the tariff agreement. In the event that NLT exercises this right to draw down from the banker's guarantee or security deposit (whichever applies), the NetCo QP shall within fourteen (14) calendar days take all necessary steps to maintain the Security Requirement amount, including by providing a new or revised banker's guarantee or by transferring additional sums to NLT as part of the security deposit.
- 4.13 NLT shall be entitled to suspend or discontinue the DC Connections provisioned under the tariff agreement in the event that NLT has issued written non-payment notices to the NetCo QP for two (2) consecutive months.
- 4.14 NLT shall terminate the banker's guarantee, or return any remaining amount of the security deposit provided by the NetCo QP (whichever applies) as soon as reasonably practicable after the expiry or early termination of the tariff agreement.

Minimum Contract Term

- 4.15 Each DC Connection shall be subject to a minimum contract term of twelve (12) months, commencing from the Ready For Service (RFS) date as advised by NLT ("Connection Period").

Applicable MRC

- 4.16 The applicable MRC for a DC Connection shall be determined in accordance with the "Applicable MRC Pricing" table set out in **Annex 2**.

Early Termination Charge

- 4.17 The termination of an active DC Connection before the expiry of the Connection Period shall be subject to an Early Termination Charge that is equivalent to the total aggregate Applicable MRC which would have been payable during the

remainder of the Connection Period for that DC Connection.

List of Data Centres

- 4.18 The NetCo QP shall be entitled to request for DC Connections that serve any of the data centres on the DC List, save that NLT shall be entitled to remove or add data centres from/to the DC List at its sole discretion by giving the NetCo QP written notice of the changes.
- 4.19 In the event that NLT is no longer able to provide a DC Connection in accordance with the terms of the tariff agreement due to the decisions made by the DC operators, which shall include but are not limited to the closure of a DC, increases in charges, and the introduction of new access restrictions, NLT shall give the NetCo QP not less than six (6) months' notice of the termination of the affected DC Connection. For the avoidance of doubt, the NetCo QP shall not be liable for any Early Termination Charge in the event that a DC Connection is terminated early pursuant to this paragraph, but paragraph 4.27 shall still apply.

Request for DC Connection

- 4.20 The NetCo QP shall submit each Request via email at DCorders@netlinknbn.com using the form set out in **Annex 3**. NLT shall communicate the Application Reference Identifiers that are assigned to the DC Connections that are offered at a later date. Each Request shall indicate the Application Reference Identifier, and NLT shall not be liable for any loss incurred by the NetCo QP in the event that an incorrect Application Reference Identifier is stated in the Request.

Request for Routing Information

- 4.21 The NetCo QP may request for high-level routing information ("Routing Information") within one (1) Business Day from the date on which the NetCo QP is notified of the acceptance of the Request. A non-refundable charge as specified under **Annex 2** shall apply in the event that the NetCo QP requests for the Routing Information.

Service Level Guarantees

- 4.22 NLT will provide the service level guarantees set out below (collectively the "Service Level Guarantees"):
- 4.22.1 NLT shall offer a service level availability of 99.99% per month for each DC Connection; and
- 4.22.2 NLT shall endeavour to restore any fault within a standard recovery time of six (6) hours.

- 4.23 If NLT fails to meet the service level availability set out in paragraph 4.22.1 above for a particular month and such failure is solely caused by NLT, its contractors and/or suppliers, NLT shall offer to rebate the NetCo QP ten per cent (10%) of the Applicable MRC for each affected DC Connection.
- 4.24 If NLT fails to meet the standard recovery time set out in paragraph 4.22.2 above and such failure is solely caused by NLT, its contractors and/or suppliers, NLT shall provide a remedy in the form of a rebate to the NetCo QP, and the rebate shall be computed as per the table below:

Recovery Time	Percentage of Applicable MRC Credited to NetCo QP for each affected DC 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 DC 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 NetCo QP shall be the product of the Applicable MRC for the affected DC Connection and the applicable percentage as determined by the above table.	

Faults Reporting

- 4.25 The NetCo QP shall report all faults by filling in the form set out in **Annex 4** of this tariff and emailing the same to NLT's Fault Team at fault@netlinknbn.com. The NetCo QP must then follow up with a telephone call to Fault Team at telephone no. 6631 9090.
- 4.26 Upon receipt of a fault report from the NetCo QP in accordance with paragraph 4.25 above, NLT shall investigate the cause of the fault and shall provide update to NetCo QP on the status of the fault rectification.

Removal of TP or any part of the Network

- 4.27 Upon termination of an existing DC Connection at any time, the NetCo QP 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 NetCo QP's request as specified in **Annex**

2 of this tariff. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of the tariff agreement.

Amendments to Terms & Conditions

- 4.28 NLT shall be entitled to amend the terms and conditions of the tariff, and to terminate the tariff without liability by giving the NetCo QP not less than thirty (30) days' written notice of the amendment(s) or termination, whichever applies
- 4.29 NLT may offer to extend this tariff on the same terms and conditions as set out herein. Either Party may terminate the tariff agreement pursuant to the provisions of Clause 12.1 of Part 2 of the main body of the Approved ICO. In addition, either Party may terminate the tariff agreement by giving the other Party thirty (30) days' written notice or such shorter notice.

Annex 1

LIST OF DCs COVERED BY NETLINK TRUST

The list of Data Centres covered under this Tariff, and all subsequent updates to the list made by NLT pursuant to paragraph 4.18, is published at <https://www.netlinktrust.com/our-services/our-service/general-information/data-centres.html>.

Annex 2

CHARGES

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

1. Applicable MRC Pricing

Tenor (months)	Applicable MRC
	DC Connection comprising one (1) fibre strand
12	\$1,337.50 w/GST per fibre strand (\$1,250 w/o GST)

2. Applicable One-time Charge Pricing

S/N	Description	Charge (\$\$)
1.	One – Time Installation Charge (“OTC”)	<p>\$1,605 w/GST per DC Connection involving (\$1,500 w/o GST)</p> <p>(a) one (1) fibre handover at DC MMR (or Main Distribution Frame Room) at both A-end and B-end; or</p> <p>(b) one (1) fibre handover at DC MMR (or Main Distribution Frame Room) at A-end and one (1) TP installation at Non-Residential Premise, with fibre length up to 80 metres from the FTTB Node to the TP.</p> <p>Where the fibre length from the FTTB Node to the TP exceeds 80 metres, additional charges shall be imposed on a Cost-Oriented Basis.</p>
2.	Site Survey	\$81.32 w/GST per site survey (\$76 w/o GST)

3. Cancellation Charges

S/N	Description	Desktop Study	Site Survey Charge	Incidental Charge
1.	Cancellation Charges due to NetCo QP’s rejection of desktop study report	\$53.50 w/GST per Request (\$50 w/o GST)	Not applicable	Not applicable

2.	Cancellation Charges after acceptance of desktop study report and before commencement of site survey	\$53.50 w/GST per Request (\$50 w/o GST)	Not applicable	Not applicable
3.	Cancellation Charges after acceptance of desktop study and commencement of site survey and before acceptance of the Quotation	\$53.50 w/GST per Request (\$50 w/o GST)	\$81.32 w/GST per site survey (\$76 w/o GST)	Not applicable
4.	Cancellation Charges after acceptance of the Quotation by the NetCo QP	\$53.50 w/GST per Request (\$50 w/o GST)	\$81.32 w/GST per site survey (\$76 w/o GST)	On a Cost-Oriented Basis

4. Termination Charges

S/N	Description	Charge (S\$)
1.	Early Termination Charge	Total Applicable MRC payable for the remaining Connection Period for each DC Connection.
2.	Charges for Removal of TP and other reinstatement works upon termination of existing DC Connection pursuant to paragraph 5.8.	\$203.30 w/ GST (\$190 w/o GST)

5. Other Charges

Description	Charge (S\$)
High level routing information	\$294.25 w/GST per Request (\$275 w/o GST)

6. Fault Identification Charge

Description	Charge (S\$)
Minimum charge (per visit up to first two hours)	\$68.48 w GST (\$64 w/o GST)

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

Period	Time	Rate (S\$/hr)
Monday to Friday	9.00 am to 5.00 pm	\$21.40 w/GST (\$20 w/o GST)
Monday to Friday	After 5.00 pm to 9.00 am the next day	\$32.10 w/GST (\$30 w/o GST)
Saturday	9.00 am to 1.00 pm	\$21.40 w/GST (\$20 w/o GST)
Saturday	After 1.00 pm to 12.00 am the next day	\$32.10 w/GST (\$30 w/o GST)
Sundays and Public Holidays	12.00 am to 9.00 am the next day	\$42.80 w/GST (\$40 w/o GST)

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

7. Cancellation charge for fault reported

Description o	Charge (S\$)
Cancellation of fault reported	\$10.70 w/GST per Request (\$10 w/o GST)

Annex 3

REQUEST FORM FOR DC CONNECTION

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

Section B: Particulars of DC Connection Request for Enterprise Service	
Recipient of Enterprise Service (if applicable):	
A-End Address:	B-End Address:
Postal Code ()	Postal Code ()
Connection Period of DC Connection 12 months	
Expected distance/ dB loss between A-End and B-End:	
Request for Activation date (dd/mm/yyyy):	
Remarks:	

Section C: Undertaking
*I/We accept the NetLink Trust's Terms and Conditions for DC 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:		
<hr/> Signature of Authorised Officer	<hr/> Date (dd/mm/yyyy)	<hr/> *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:	
<hr/> NetLink Trust Personnel / Signature	
Order Completed	
<input type="checkbox"/> Order Completed	Date of Completion:
	Date of Notification:
Remarks:	
Verified by:	
<hr/> NetLink Trust Personnel / Signature	

Annex 4

REQUEST FORM FOR TROUBLE TICKET

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

Section B: Particulars of DC Connection Request
ORI which End User want to file a Trouble Ticket:
Remarks:

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

Trouble Ticket taking	
<input type="checkbox"/> Application accepted	Date:
Trouble Ticket Identifier:	
<input type="checkbox"/> Application rejected	Date:

Reason for rejection:	
Documents verified & submitted by: _____	
NetLink Trust Personnel / Signature	
Trouble Ticket Rectified	
<input type="checkbox"/> Trouble Ticket Rectified	Date of Rectification:
Start Date :	
Start Time :	
End Date :	
End Time :	
Remarks:	
Verified by: _____	
NetLink Trust Personnel / Signature	

Annex 5

FORM OF BANKER'S GUARANTEE

To: NetLink Management Pte Ltd (as trustee of NetLink Trust)
Finance Department
750E Chai Chee Road #07-03 ESR BizPark @ Chai Chee Singapore 469005

Dear Sirs,

Banker's Guarantee No. XXXX for S\$ $x00-00$.

1. In consideration of NetLink Management Pte Ltd (as trustee of NetLink Trust) (hereinafter called "**NetLink Trust**") having agreed to provide [insert Company name and Address] (hereinafter called "**the Customer**") with certain agreed services pursuant to a Tariff Agreement for Provision of DC Connections for Enterprise Services dated [insert date of Tariff Agreement] between NetLink Trust and the Customer (hereinafter called "**Agreement**"), we, [insert banker's name] of [insert banker's business address] (hereinafter called "**the Guarantor**") hereby unconditionally and irrevocably undertake to pay to NetLink Trust on demand all sums of monies which shall at any time be due and owing by the Customer to NetLink Trust in relation to the Agreement, up to a limit of Singapore Dollars Five Thousand (S\$5,000) Only (hereinafter called "**the Guarantee**"). It is further agreed that the Guarantor shall not concern itself with whether any sums claimed are properly payable to NetLink Trust by the Customer or with whether any event or transaction giving rise to any claims actually occurred within the validity period of the Guarantee.
2. The Guarantee shall be valid from [X]th day of [Year] to the [X]th day of [Year] and shall be automatically renewed on an annual basis until:
 - (a) the Guarantor is advised by NetLink Trust that the Guarantee is no longer required; or
 - (b) the Guarantor gives three (3) months' notice to NetLink Trust by registered mail prior to the expiry date of the current guarantee or any renewed guarantee of its intention not to renew, whereupon the current guarantee or renewed guarantee shall automatically expire on the expiry date of the current guarantee or renewed guarantee.
3. Any claim under the Guarantee must be made in writing within three (3) calendar months from the expiry date.
4. The Guarantee shall be governed by the laws of the Republic of Singapore.
5. A notification by the Chief Executive Officer [or Managing Director] or an authorized officer of NetLink Trust to the Guarantor that a sum of monies is due and owing by the Customer to NetLink Trust shall be deemed to be conclusive in respect thereof.

6. The Guarantor further agrees that it shall not be discharged or released from this guarantee by any arrangement made between the Customer and NetLink Trust with or without the Guarantor's assent or by any alteration in the obligations undertaken by the Customer or by any forbearance whether as to payment or otherwise.
7. The Guarantee is not transferable in any form whatsoever.

Dated this [X]th day of [Year].

Signed by:

(Bank officer)
or and behalf of
(Name of banker)