

PRIVATE & CONFIDENTIAL

Dated [] SEP 2015

BETWEEN

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

AND

M1 LIMITED.

CUSTOMISED AGREEMENT

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**CONSTRUCTION OF CONNECTION DUCT AT NETLINK TRUST'S INTERMEDIATE MANHOLE FOR
THE PROVISION OF NETLINK TRUST'S SCHEDULE 3 SERVICE**

“**Code**” means the NetCo Interconnection Code 2009 or successor code of practice and as may be amended from time to time; and

“**Law**” means any domestic constitutional provision, statute or other law (including common law), act, rule, regulation, subsidiary legislation, ordinance, treaty, code, permit, certificate, license, or interpretation of any Governmental Agency 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;

“**Requesting Licensee**” means Qualifying Persons who had executed the Approved ICO with OpenNet Pte. Ltd. (“OpenNet”) prior to 1 October 2014 and had executed a Novation Agreement dated 1 October 2014 to novate the Approved ICO from OpenNet to NLT.

1.2 Interpretation

In this Agreement:-

- 1.2.1 unless otherwise defined in this Agreement, all terms and references defined in the NLT Approved ICO (“**Approved ICO**”) (as set out on the IDA webpage <http://www.ida.gov.sg/Policies-and-Regulations/Industry-and-Licensees/Nationwide-Broadband-Network/OpenNets-Interconnection-Offer-2012> 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 to the clauses schedules, recitals of and annexures to this Agreement;
- 1.2.6 the words "herein", "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 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 are 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 thing or obligation to be done under this Agreement which is required or falls to be done on a stipulated day, shall be done on the next succeeding Business Day, if the day upon which that work or obligation is required to be done falls on a day which is not a Business Day.

2. TERMS AND CONDITIONS GOVERNING THE CONSTRUCTION OF CONNECTION DUCT AT NETLINK TRUST'S INTERMEDIATE MANHOLE

2.1 Subject to the terms and conditions specified in this Agreement, NLT shall agree to construct a one (1) metre connection duct at NLT's intermediate manhole and this service is only offered alongside an NBAP connection under Schedule 3 of the Approved ICO and NLT will lay its fibre up to the NBAP Termination Point.

2.1A The Requesting Licensee shall pay the charges under Annex 1 for the service.

2.2 Submission of Request

2.2.1 The Requesting Licensee will be required to complete a prescribed application form in Annex 2 and submit it to NLT via email.

2.2.2 Within one (1) business day, NLT will notify the Requesting Party of the receipt of its request and whether the request has been accepted or rejected by NLT. Where the request has been rejected, NLT will inform the Requesting Party of the reason for its rejection, as follows:

- (a) The application form is not in the prescribed format; and/or
- (b) The application form does not contain the required information; and/or
- (c) The information provided in the application form is incorrect or inaccurate.

NLT shall not reject Requesting Licensee's request unreasonably and/or for de minimis grounds.

2.3 Desktop Study

2.3.1 Where the request is accepted by NLT, NLT will require at least three (3) business days to conduct a desktop study to review the request, and to decide whether a site survey will be required. The scope of the desktop study will include (but not limited to) the following considerations:

- (a) Whether the intermediate manhole belongs to NLT;

- (b) Whether there is available space in the manhole wall for duct connection;
 - (c) Whether there is plan to decommission the manhole within the next six (6) months;
 - (d) Whether there is security and confidentiality requirement or restriction imposed on NLT by any Government Agency in relation to the proposed use of the manhole; and
 - (e) Whether the available space in the manhole is sufficient to meet NLT's own requirements in the foreseeable future.
- 2.3.2 NLT will notify the Requesting Licensee of the outcome of its desktop study via email. Where the request has been accepted and the outcome of the desktop study is positive, NLT will inform the Requesting Licensee of the request acceptance and proceed to arrange for a site survey. Where the desktop study is negative, NLT will inform the Requesting Licensee and there will not be any site survey conducted and the service shall be cancelled. The Requesting Licensee shall pay NLT the Cancellation Charges under Annex 1.
- 2.3.3 NLT will be reasonable in its determination of its various considerations when carrying out the desktop study and review.

2.4 Site Survey

- 2.4.1 Site survey is conducted jointly with the Requesting Licensee. The objectives of the joint site survey are to: (i) survey the site and ascertain if construction of the connection duct is feasible; and (ii) survey the requested manhole and determine where the connection is to be positioned.
- 2.4.2 Within five (5) business days after the completion of the joint site survey, NLT will advise the Requesting Licensee on the cost of construction of the connection duct, such cost to be based on Annex 1. If, however, NLT is of the reasonable view that there are additional costs to be incurred over and above that in Annex 1, NLT shall provide Requesting Licensee with a quote for the additional costs for approval.
- 2.4.3 The Requesting Licensee will be required to respond to NLT, within twenty (20) business days of its receipt of the construction cost (including any reasonable additional costs), on whether it agrees to accept the construction cost as advised by NLT. If no response is received from the Requesting Licensee within the said twenty (20) business days, the request will be deemed as rejected by NLT and the Cancellation Charges set out in Annex 1 shall apply.
- 2.4.4 NLT will be reasonable in its determination of the feasibility of the construction of the connection duct and the positioning of the connection when carrying out the site survey. [

2.5 Construction of one (1) Metre Connection Duct

- 2.5.1 Only upon the Requesting Licensee's written acceptance of the estimated cost of construction of the connection duct (as advised by NLT), NLT will proceed to apply to the Land Transport Authority ("LTA"), and other relevant Government agencies, for the requisite approvals and/or permissions prior to any commencement of work.
- 2.5.2 Construction work will only commence upon receipt by NLT of the requisite approval(s) and/or permission(s) from the relevant Government authorities/agencies, including but not limited to LTA. NetLink Trust shall not be held liable for any liability, claims, damages,

expenses, costs, or losses if the construction for the connection duct is not approved by LTA or other Government agencies.

2.5.3 Notwithstanding anything to the contrary in this Agreement, upon commencement of planning and/or construction work, NLT will not accept any cancellation of request from the Requesting Licensee.

2.5.4 NLT will use its best endeavours to complete the construction within twenty (20) days after receiving the permission from LTA or other Government agencies. If there is any delay, NLT will inform the Requesting Licensee and provide a reasonable revised timeline.

3. TERMINATION

3.1 This Agreement shall expire 2 years after the date the Authority approves this Agreement. The Parties shall review the terms of this Agreement three (3) months prior to the date of expiry of this Agreement and may renew on such terms as Parties may agree, subject always to the Authority's prior approval.

3.2 Either Party may terminate this Agreement pursuant to the provisions of clause 12.1 of the Main Body 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.

4. LIMITATION OF LIABILITY

4.1 This Clause 4 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.

4.2 In performing its obligations under this Agreement, NLT shall exercise the reasonable skill and care of a competent telecommunications operator.

4.3 Subject to Clause 4.5, neither Party shall be liable to the other Party (whether in contract, in tort, under statute or otherwise for any cause other than for wilful or deliberate breach, acts or omissions) for:

(a) any loss (whether direct or indirect) of profits, revenue, business, anticipated savings, wasted expenditure or goodwill; or

(b) any other consequential or indirect liability, loss or damage,

suffered by the other Party arising from or in connection with this Agreement.

4.4 Subject to Clause 4.5, if NLT is in breach of any of its obligations under this Agreement to Requesting Licensee under this Agreement or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), NLT's liability to Requesting Licensee shall be limited to the total charges paid or payable by Requesting Licensee under this Agreement during the twelve (12) months prior to the event giving rise to the liability. Where Requesting Licensee is in breach of any of its obligations under this Agreement to NLT, the Requesting Licensee's liability shall not be less than the total charges paid or payable by Requesting Licensee under this Agreement during the twelve (12) months prior to the event giving rise to the liability.

- 4.5 Neither Party excludes or restricts its liability for death or personal injury.
- 4.6 The Requesting Licensee shall indemnify NetLink Trust for any and all losses, damages, costs, expenses or liability it may incur as a result of any act or omission of the Requesting Licensee.

4B. DISPUTES

- 4B.1 All disputes arising under or pursuant to this Agreement will be resolved in accordance with the Dispute Resolution Procedures set out in Schedule 17 of the ICO Agreement with the exception of Billing Disputes which will be dealt with in accordance with Schedule 16;

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 3 (NBAP 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 Part 2 of the Main Body 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 to either Party hereunder may in whole or in part be released, compounded 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 or waiver or compromise shall be in writing and shall not be deemed to be a release, waiver or compromise of similar 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 Requesting Licensee without the prior express written approval of NLT.

- 5.4 Amendment

This Agreement may be amended only by an instrument in writing signed by all of the 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

1. Charges

(a) Connection Duct Charges: To recover costs incurred for the construction work

S/N	Description of charges	Price (SGD) exclude GST
1.	Connection duct in turf and footway Application charge Construction of connection duct NLT's personnel attend to site survey Contractor cost for survey of manhole LTA application fee Processing cost for physical access to NLT's manhole <p style="text-align: right;">Total</p>	 \$88.21/application \$1,449.00/metre \$257.58/site \$339.90/site \$165.00/application \$13.79/access \$2,313.48
2.	Additional charges for connection duct in carriageway Mill and patch including painting of traffic lines	 \$3,000.00

(b) Cancellation Charges:

In the event that the Requesting Licensee cancels its request before the ready-for-service date, the Requesting Licensee shall be liable to pay all incidental costs and/or expenses which are reasonably incurred by NLT in connection with the cancelled request, such costs and/or expenses to be recovered on a cost-oriented basis.

S/N	Description of cancellation charge	Price (SGD) exclude GST
1.	Cancellation charges payable prior to commencement of site survey under the following circumstances: a. Withdrawal of request by Requesting Licensee b. Rejection of the request by NLT with a valid reason c. After conducting the desktop study, the conditions do not allow site survey to proceed	 \$88.21/ application

S/N	Description of cancellation charge	Price (SGD) exclude GST
2.	<p>Cancellation charges payable after commencement of site survey under the following circumstances:</p> <ul style="list-style-type: none"> a. Requesting Licensee failed to attend the joint site survey which has been arranged and did not notify NLT before 12 noon of 1 business day before the survey b. Requesting Licensee reject to proceed with the construction of the 1 metre connection duct c. Requesting Licensee did not respond within 20 business days to proceed with the construction work, the request will be deemed as rejection by NLT 	\$685.69/ application
3.	Cancellation charges payable if LTA has rejected the construction work at the required location	\$850.69/ application

ANNEX 2 - CONSTRUCTION OF CONNECTION DUCT AT NETLINK TRUST'S INTERMEDIATE MANHOLE

1. Description

To support the end-to-end connection of a designated NBAP or AG box deployment, NetLink Trust ("NLT") will be responsible to construct one (1) metre connection duct from the last manhole. The Requesting Licensee will be required to construct connection duct to connect to NLT's one (1) metre connection duct at the Requesting Licensee own cost.

2. Charges and Payment

2.1 Connection Duct Charges: To recover costs incurred for the construction work

S/N	Description of Charges	Price (SGD) exclude GST
1.	Connection duct in turf and in footway Application charge Construction of connection duct NLT's Personnel's to survey the manhole Contractor cost for survey of the manhole LTA Application Fee Processing cost for Physical access to NLT's manhole <div style="text-align: right;">Total</div>	\$88.21/application \$1,449.00/metre \$257.58/site \$339.90/site \$165.00/application \$13.79/access \$2,313.48
2.	Additional charges for connection duct in carriageway Mill and patch including painting of traffic lines	\$3,000.00

2.2 Cancellation Charges: In the event that the Requesting Licensee cancels its request before the ready-for-service date, the Requesting Licensee shall be liable to pay all incidental costs and/or expenses which are reasonably incurred by NLT in connection with the cancelled request, such costs and/or expenses to be recovered on a cost-oriented basis.

S/N	Description of cancellation charges	Price (SGD) exclude GST
1.	Cancellation charges payable prior to commencement of site survey under the following circumstances: <ol style="list-style-type: none"> a. Withdrawal of request by Requesting Licensee b. Rejection of request by NLT with a valid reasons c. After desktop study, the conditions does not comply to proceed for site survey 	\$88.21/application

S/N	Description of Cancellation Charges	Price (SGD) exclude GST
2.	<p>Cancellation charges payable after commencement of site survey under the following circumstances:</p> <ul style="list-style-type: none"> a. Requesting Licensee failed to attend the joint site survey which has been arranged and did not notify NLT before 12 noon 1 Business Day before the survey b. Requesting Licensee reject to proceed with the construction of the 1 metre connection duct c. Requesting Licensee did not respond within 20 Business Days to proceed with the construction work, the request will be deemed as rejection by NLT 	\$685.69/application
3.	Cancellation charges payable if LTA has rejected the construction work at the required location	\$850.69/application

NetLink Trust will issue an invoice for payment to Requesting Licensee after construction for the connection is completed.

Requesting Licensee shall make full payment to NetLink Trust within thirty (30) business days from the date of NetLink Trust's invoice. As per ICO for Schedule 16-clause 3.2, interest shall accrue on that overdue sum at a fluctuating rate per annum (as determined the by Invoicing Party, NetLink Trust) equal to the sum of six (6%) percent and the arithmetic mean of the respective Prime Lending Rates of the Development Bank of Singapore Limited, Overseas Chinese Banking Corporation Limited and United Overseas Bank Limited prevailing from time to time during the period.

The Requesting Licensee shall keep these terms and conditions and any confidential information of NetLink Trust disclosed to it strictly confidential.

Construction of Connection Duct at NetLink Trust's Intermediate Manhole Request Form

Date of request: _____ Requesting Licensee's reference number: _____

NetLink Trust Reference number: _____

Purpose of the request

(Please state the required end-to-end connection for the required NBAP or AG Box)

Location:

(Please attach location map and indicate NBAP point on map)

Lead-in Manhole Number: _____

Number of connection duct required: _____

End-user's Details

Name: _____

Designation: _____

Company Name: _____

Company Address: _____

Contact number: _____ Email address: _____

Requesting Licensee (for billing purpose)

Company Name: _____

Customer's Account Number: _____

Name of Requestor: _____

Designation: _____

Department: _____

Contact number: _____ Fax number: _____

Email address: _____

Signature	Stamp
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For NetLink Trust's Official Use
Remarks: