

Dated

BETWEEN

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

AND

[REDACTED]

ADDENDUM

TO CUSTOMISED AGREEMENT DATED 6 JANUARY 2021
PROVISION OF CO DIVERSITY IN RLEATION TO TENDER NO. GVT (T) 17032

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 [REDACTED] Singapore [REDACTED] (the “**Requesting Licensee (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 for the Provision of Non-Building Address Point Connections in relation to Tender No. GVT (T) 17032 issued by the Government Technology Agency for the Provision of Network Bandwidth Connectivity Services for Government Ministries and Departments, Statutory Boards, Organs of State and Other Participating Entities on 31 May 2018 (the “**Main GovTech CA**”). The Main GovTech CA was subsequently amended in accordance with the terms and conditions set out in the Addendums dated 16 October 2018, 14 May 2019 and 19 April 2023.
- B. On 6 January 2021, NLT and the RL entered into a Customised Agreement (the “**CA**”) which is separate and independent of the RL’s ICO Agreement to regulate Parties’ respective obligations and responsibilities with regard to the provision by NLT of COD Connections (as defined in the CA) in connection with the Main GovTech CA.
- C. The CA was subsequently extended and amended in accordance with the terms and conditions set out in the Addendum dated 2 August 2023.
- D. Pursuant to the review of prices in the Interconnection Offer (“**ICO**”) by the Authority, the fees as set out in the CA are affected and are to be revised. The Parties now agree to reflect the changes in fees effective from 1 April 2024 (or from such date as approved by IMDA).

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) Annex 2 of the CA shall be deleted in its entirety and replaced with the 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.
3. The CA and this Addendum shall be read and construed as one document and this Addendum shall be considered as part of the CA. Accordingly, the term “Agreement” as used in the CA, and

all references to the CA, howsoever expressed, in all other instruments and agreements executed thereunder or pursuant thereto, shall for all purposes refer to the CA as varied, supplemented or amended by this Addendum.

4. 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.
5. 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.
6. 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.
7. 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 payable by the RL for the COD Connections provided under this Agreement are set out below, subject to **paragraph 3.1 of Annex 1**.

S/N	Description of Charges	Amount
1	Monthly Recurring Charge (“MRC”)	\$384 per COD Connection
2	Standard Installation Charge	<p>\$2,000 per COD Connection for installations with fibre length up to 80 metres using existing facilities at NBAP end.</p> <p>Where Indoor Connection requires fibre length exceeding 80 metres and / or new facilities are required, additional OTC as set out in Annex 4 (One Time Installation Charge - Indoor Connection) shall apply on top of the \$2,000 Standard Installation Charge</p> <p>Where Outdoor Connection is required, additional OTC as set out in Annex 5 shall apply on top of the \$2,000 Standard Installation Charge.</p>
3	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for each COD Connection
4	Cancellation Charges after commencement of site survey and before acceptance of OTC	\$85 per site survey
5	Cancellation Charges Due to Failure to provide acceptance of service activation period and agreement to pay OTC within ten (10) Business Days of Receipt of NLT’s notification of the total applicable OTC	\$85 per site survey
6	Cancellation Charges before RFS but after acceptance of OTC	\$85 per site survey + any other incidental cost on a Cost-Oriented Basis
7	Reinstatement Charges for the removal of Indoor COD Connection upon Service Termination	\$190 per COD Connection
	Reinstatement Charges for the removal of Outdoor COD Connection upon Service Termination	On a Cost-Oriented Basis

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Fault Identification Charge

There will be a minimum charge per visit up to the first two hours as listed below.

DESCRIPTION	CHARGES (S\$)
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 (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00 am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am 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.