

Dated

BETWEEN

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

AND

[REDACTED]



ADDENDUM

TO CUSTOMISED AGREEMENT DATED 6 DECEMBER 2021
PROVISION OF POINT-TO-POINT CONNECTIONS FOR ENTERPRISE SERVICES



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 at [REDACTED] Singapore [REDACTED] (the “**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 on 6 December 2021 (the “**CA**”) to regulate Parties’ respective obligations and responsibilities with regard to the provision of Point-to-Point Connections for Enterprise Services.
- B. 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 by the new 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 for Point-to-Point Connections and their related services are set out below.

1. Applicable MRC

<u>Tenor (months)</u>	<u>Applicable MRC</u>
	Point-to-Point Connection comprising one (1) fibre strand
24	\$2,400 per fibre strand
36	\$2,160 per fibre strand
48	\$2,040 per fibre strand
60	\$1,920 per fibre strand

2. Applicable One-Time Charges

S/N	Description of Charges	Amount
1	One – Time Installation Charge (“OTC”)	\$1,500 per Point-to-Point Connection comprising one (1) fibre strand, with fibre length up to 80 metres from the FTTB Node to the NBAP TP. Where the fibre length from the existing facilities at each end exceeds 80 metres and where digging and/or trenching works are required, additional charges shall be imposed on a Cost-Oriented Basis on top of the \$1,500 One-Time Installation Charge.
2	Site Survey	\$85 per site survey
3	One-Time Installation Charge for Digging/Trenching Work	Cost-Oriented Basis on a case-by- case basis
4	High level Routing Information	\$275 per Request

3. Cancellation Charges

S/N	Description of Charges	Desktop	Site Survey	Incidental
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		Study	Charge	Charge
1.	Cancellation Charges due to RL 's rejection of desktop study report	\$50 per Request	Not applicable	Not applicable
2.	Cancellation Charges after acceptance of desktop study report and before commencement of site survey	\$50 per Request	Not applicable	Not applicable
3.	Cancellation Charges after acceptance of desktop study and commencement of site survey and before acceptance of the Quotation	\$50 per Request	\$85 per site survey	Not applicable
4.	Cancellation Charges after acceptance of the Quotation by the RL	\$50 per Request	\$85 per site survey	On a Cost-Oriented Basis

4. Termination Charges

S/N	Description of Charges	Amount
1.	Early Termination Charge	Total Applicable MRC payable for the remaining Connection Period for each Point-to-Point Connection.
2.	Charges for Removal of TP and other reinstatement works upon termination of existing Point-to-Point Connection pursuant to paragraph 8.2 of Annex 1	\$190 for each Point-to-Point Connection

5. Fault Identification Charge

Description	Charge (\$\$)
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 (\$\$/hr)
Monday to Friday	9.00 am to 5.00 pm	\$20

Monday to Friday	After 5.00 pm to 9.00 am the next day	\$30
Saturday	9.00 am to 1.00 pm	\$20
Saturday	After 1.00 pm to 12.00 am the next day	\$30
Sundays and Public Holidays	12.00 am to 9.00 am 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.

Cancellation charge for fault reported

Description of Charge	Charge (S\$)
Cancellation of fault reported	\$10 per Request