

Dated

BETWEEN

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

AND

██████████

2ND ADDENDUM

TO CUSTOMISED AGREEMENT DATED 8 DECEMBER 2020
FOR PROVISION OF DC 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 8 December 2020 (the “**CA**”) to regulate Parties’ respective obligations and responsibilities with regard to the provision of DC Connections for the purpose of providing Enterprise Services to the RL’s Direct End-Users.
- B. IMDA subsequently approved a new version of a Customised Agreement for the Provision of DC Connections (“New DC Agreement”). Parties entered into an Addendum on 20 December 2021 (“**First Addendum**”) for the purpose of varying the terms and conditions in the CA to reflect terms and conditions of the New DC Agreement.
- C. The Parties now agree to vary other terms and conditions of the CA.
- D. In addition, pursuant to the review of prices in the Interconnection Offer (“**ICO**”) by the Authority, the fees set out in the CA are affected and are to be revised. The Parties now agree to reflect the change 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) The following definition shall be inserted at Clause 1.1 of the CA:

“**Submarine Cable Landing Station**” or “**CLS**” means the premises and buildings where international submarine cables arrive and terminate, and are connected to backhaul links.

(b) The followings definitions at paragraph 1.1 of the CA shall be deleted in their entirety and substituted with the following:

“**Data Centre List**” means the list of Data Centres and Submarine Cable Landing Station published at the URL stated in **Annex 2**;

“**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 the DC or CLS, and B-end is located at the Direct End-User’s Non-Residential Premise or a Non-Building Address Point (“NBAP”) or at a ‘Meet Me Room’ or Main Distribution Frame Room in a different DC or CLS;

(c) **Clause 7.2 of the CA** shall be deleted in its entirety and replaced with the following provision:

“7.2 This Agreement shall expire five (5) years after the Effective Date of the Agreement (“**Term**”) unless renewed in accordance with Clause 7.3”

(d) **Clauses 8.1, 8.2, 8.3 and 8.4 of the CA** shall be deleted in its entirety and replaced with the following provision:

“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 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.

8.2 Subject to Clause 8.4, neither Party shall be liable to the other Party, 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 and arising from or in connection with this Agreement.

8.3 Subject to Clause 8.4, each Party’s aggregate liability in any given year (commencing on the Effective Date of this Agreement and each anniversary thereof) to the other Party for breach of any of their 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 (“MRC”) (as set out in Annex 3 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. Nothing in this Clause 8 excludes or restricts:

- a. either Party’s liability for fraud, wilful default and/or gross negligence;
- b. the RL’s liability for not using the DC Connections strictly in accordance with **paragraph 1 of Annex 1**; and
- c. the RL’s liability to make payment to NLT under this Agreement.”

(e) **Paragraph 3.5 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“3.5 The Routing Information in KMZ format shall be provided to the RL subject to the following conditions:

- (a) the RL acknowledges and agrees that the Routing Information shall comprise NLT’s confidential information and shall be accorded the appropriate treatment as set out under **Clause 4.1** of this Agreement;

- (b) All rights or title to the Intellectual Property subsisting in Routing Information shall vest in and shall be the sole and exclusive property of NLT;
- (c) NLT hereby grants the RL a royalty-free and non-exclusive licence to use the Routing Information during the term of this Agreement for purposes which are directly related to the planning of RL's network, and to the disclosure of the high level fibre routing of a DC Connection to the relevant Direct End-User;
- (d) the RL is strictly prohibited from reproducing the Routing Information in any medium and/or sharing the Routing Information with any third party for any reason whatsoever without NLT's prior written consent;
- (e) The Routing Information provided to the RL shall be correct as of the date of the desktop study referred to in **paragraph 3.4** above, and may subsequently be subject to change due to cable diversions and other network maintenance activities carried out after the date of the desktop study. For the avoidance of doubt, NLT shall not have any continuing obligation to provide the RL with updated Routing Information;
- (f) NLT makes no guarantee, representation or warranty as to, and shall bear no liability for, the Routing Information including, but not limited to, guarantees, representations and warranties of any kind, implied, express or statutory regarding the truth, adequacy, originality, accuracy, timeliness, completeness, reasonableness, freedom from computer virus, non-infringement, suitability, satisfactory quality or fitness for any particular purpose or any representations or warranties arising from usage, custom or trade or by operation of law and NLT expressly disclaims liability for any errors in, or omissions from, the Routing Information; and
- (g) NLT shall not have any obligation to supply the RL with Routing Information that serve restricted and/or sensitive locations that include but are not limited to:
 - (a) Any "protected infrastructure" defined and protected under the Infrastructure Protection Act 2017 (No. 41 of 2017);
 - (b) Military camps;
 - (c) Naval Bases;
 - (d) Research Facilities;
 - (e) Government Buildings;
 - (f) Home Team Academy;
 - (g) New Phoenix Park;
 - (h) Air Bases;
 - (i) VVIP dwellings and facilities (e.g. Minister's home and compound);
 - (j) Wharf/Ports of entry;
 - (k) Immigration & Checkpoints Authority (ICA) compound;
 - (l) NLT's Central Offices,

(hereinafter collectively referred to as the "**Restricted Locations**"). For the avoidance of doubt, the above list is neither static nor exhaustive, and NLT shall be entitled to reject a

Request where NLT deems that the supply of the requested for Routing Information would entail the disclosure of confidential or restricted information relating to highly sensitive physical locations.

- (f) **Paragraph 3.9.4 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“3.9.4. In the event that NLT is unable to deploy the DC Connection using existing facilities, NLT shall revise the Quotation to include NLT’s charges for building new facilities, which shall be calculated on a Cost-Oriented Basis, and the revised Quotation shall be submitted for the RL’s approval. The RL must provide its acceptance of the revised Quotation within ten (10) Business Days, failing which, the Request shall be deemed cancelled and the RL shall be liable for the Cancellation Charges stipulated in **Annex 3**, and all costs that NLT has already incurred under the original Quotation accepted by the RL under **paragraph 3.9.2** above; and”

- (g) **Paragraph 3.10 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“3.10. In the event that the RL cancels the Request for a DC Connection after the commencement of the site survey referred to in **paragraph 3.8** of this Annex 1 and before accepting the Quotation, the Request for the relevant DC Connection will be deemed to have been cancelled and the RL shall be liable for the Cancellation Charge(s) stipulated in **Annex 3**.”

- (h) **Paragraph 5.6 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“5.6 If it is necessary to carry out any planned service interruption, including but not limited to planned repair, or replacement or upgrade to any equipment or facility forming part of the DC Connection, NLT Trust shall provide the RL with at least four (4) weeks’ written notice in advance of such interruptions, repairs or upgrades, and NLT shall inform RL of the estimated period of service interruption. In the event that it is necessary for the planned service interruption to be postponed, NLT shall provide the RL with no less than one (1) week’s written notice prior to the original scheduled commencement date of the service interruption. Where, for reasons beyond its control, NLT is unable to give advance notice to the RL as required by this **paragraph 5.6** (e.g. where the service interruption or postponement thereof is necessitated by site works carried out by Third Parties and such Third Parties do not give NLT sufficient advance notice), NLT shall notify the RL of the service interruption, or postponement thereof (as the case may be), as soon as practicable and shall inform the RL of the duration of service interruption in accordance with the requirements for an urgent service interruption as set out in **paragraph 5.7** below. NLT shall use its best endeavours to minimise any service disruption to the RL.”

- (i) **Paragraph 5.7 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“5.7 If it is necessary to carry out an urgent service interruption, including but not limited to circumstances in which it is necessary for a planned service interruption to be postponed or brought forward, and NLT is unable to give advance notice to the affected RL as required under **paragraph 5.6** above for reasons beyond NLT’s control, NLT shall notify the said RL as soon as practicable of: (i) the commencement date and time of the urgent service

interruption; (ii) the estimated duration and end date of the urgent service interruption; and (iii) the reason for such urgent service interruption. NLT shall also notify the RL as soon as the urgent service interruption has ended. NLT shall use its best endeavours to minimise any service disruption to the RL.”

- (j) **Paragraph 8.3 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“8.3 All ducts and manholes through which NLT’s fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. Wherever possible, NLT shall use its existing ducts and manholes to fulfil a Request. Where, in NLT’s sole opinion, NLT’s existing ducts and/or manholes are unable to fulfil a Request, NLT shall in its sole discretion determine whether the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes.

(a) In the event that NLT in its sole discretion determines that the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes, NLT shall notify the RL of the same. Upon the RL’s confirmation that NLT should nonetheless fulfil the Request, NLT shall dig, trench, construct and install such new ducts and/or manholes as NLT in its sole discretion deems necessary to fulfil the Request, and shall further be entitled to charge the RL for all works undertaken and all costs and expenses incurred in this relation to such new ducts and/or manholes. For the avoidance of doubt, such new ducts and/or manholes shall belong to NLT.

(b) In the event that NLT in its sole discretion determines that new ducts and/or manholes cannot be dug, trenched, constructed and/or installed to fulfil the Request, NLT shall notify the RL that NLT will require the assignment and/or transfer of the RL’s existing ducts and/or manholes to fulfil the Request. Upon the RL’s confirmation that NLT should nonetheless fulfil the Request, Parties shall negotiate in good faith for the said assignment and/or transfer of the RL’s existing ducts and/or manholes and effect the same by entering into an agreement which shall include the following terms:

- (i) The ducts and/or manholes to be assigned and/or transferred to NLT free and clear of any and all encumbrances;
- (ii) The price payable by NLT to the RL for the said ducts and/or manholes;
- (iii) That the RL warrants that the relevant ducts and/or manholes are in good working condition, and are free from defect, deformity, damage, breakage and/or blockage; and
- (iv) That the RL shall do and cause to do all such acts, deeds and things for the purpose of assigning or transferring the relevant ducts and/or manholes in the name and in favour of NLT.

For the avoidance of doubt, there shall be separate agreements for each Request that needs to be fulfilled by the assignment and/or transfer of the RL’s existing ducts and manholes”.

- (k) **Paragraph 8.5 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“8.5. Regardless of termination or expiration of the Agreement the rights and obligations of the Parties under the provisions of the Agreement which by their context, intent and meaning would reasonably be expected to survive the termination or expiration of the Agreement or any part thereof, will so survive including but not limited to Clauses 4 (Confidentiality),

Clause 8 (Limitation of Liability), 9.2 (Release, Waiver or Compromise), 9.5 (Invalidity and Unenforceability), 9.7 (Governing Law and Submission to Jurisdiction) and 9.8 (Liability of the Trustee) of the Agreement, and paragraphs 7.1, 8.2 and 8.4 of this **Annex 1**.

- (l) 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.
 - (m) Annex 3 of the CA shall be deleted in its entirety and replaced by the new Annex 3 that is set out in the Appendix to this Addendum. For the avoidance of doubt, all references to "Annex 3" in the CA shall mean the "Annex 3" set out in the Appendix to this Addendum.
 - (n) Annex 4 of the CA shall be deleted in its entirety and replaced by the new Annex 4 that is set out in the Appendix to this Addendum. For the avoidance of doubt, all references to "Annex 4" in the CA shall mean the "Annex 4" set out in the Appendix to 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

List of DCs and CLS covered by NetLink Trust

The list of Data Centres and Submarine Cable Landing Stations covered under this Agreement, and all subsequent updates to the list made by NLT pursuant to paragraph 1.6 of Annex 1, is published at <https://www.netlinktrust.com/fibre-network/fibre-network-for-enterprises> under the heading "Data Centres".

ANNEX 3

CHARGES

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

1. Applicable MRC

Tenor (months)	Applicable MRC
	DC Connection comprising one (1) fibre strand
12	\$1,250 per fibre strand

2. Applicable One-Time Charges

S/N	Description	Charge (\$\$)
1.	One-Time Installation Charge ("OTC")	<p>\$1,500 per DC Connection involving</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, or</p> <p>(c) one (1) fibre handover at DC MMR (or Main Distribution Frame Room) at A-end and one (1) TP installation at Non-Building Address Point,</p> <p>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 and where digging and/or trenching works are required, additional charges shall be imposed on a Cost-Oriented Basis.</p>
2.	Site Survey	\$85 per site survey

3. Cancellation Charges

S/N	Description	Desktop Study Charge	Site Survey Charge	Incidental 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	Charge (\$\$)
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 8.2 of Annex 1	\$190 for each DC Connection

5. Other Charges

Description	Charge (\$\$)
High level routing information	\$275 per Request

6. 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.

2. Cancellation Charge for Fault Reported

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

ANNEX 4

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: Postal Code ()	B-End Address: Postal Code () Please fill in GPS Coordinates for NBAP.
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		
<p>*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.</p> <p>*I/We confirm that all the information herein given is true and correct.</p> <p>Signed for on behalf of the applicant by its Authorised Officer:</p>		
<p>_____</p> <p>Signature of Authorised Officer</p>	<p>_____</p> <p>Date (dd/mm/yyyy)</p>	<p>_____</p> <p>*Firm/Company Stamp (if applicable)</p>

For Official Use Only

Order Taking	
<input type="checkbox"/> Application accepted	Date:
Order Reference Identifier:	

Service Reference:

Application rejected

Date:

Reason for rejection:

Documents verified & submitted by:

NetLink Trust Personnel / Signature

Order Completed

Order Completed

Date of Completion:

Date of Notification:

Remarks:

Verified by:

NetLink Trust Personnel / Signature