

Dated

BETWEEN

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

AND

[REDACTED]

3rd 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. 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 a new version of the Customised Agreement for the Provision of DC Connections for Enterprise Services and on 24 March 2024 (“Second Addendum”) for the purpose of reflecting the changes in fees that arose from review of prices in the Interconnection Offer (“ICO”) by the Authority.
- C. The Parties now agree to vary other terms and conditions of the CA.

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 paragraphs 1.8 and 1.9 shall be inserted in Annex 1 of the CA:
 - “1.8 In the event that the RL wants to make use of the DC Connection to establish connectivity to Malaysia, the RL shall obtain the Authority’s written approval before submitting its first Request for the purpose of establishing connectivity to Malaysia to NLT. The RL shall also inform the Authority prior to submitting its subsequent Requests to NLT. For the avoidance of doubt, the RL is not required to obtain the Authority’s prior written approval for the subsequent Requests.
 - 1.9 Upon obtaining the necessary approval from the Authority, the RL shall provide the date of the Authority’s approval to NLT. The RL acknowledges that NLT shall be entitled to verify the veracity of the information with IMDA in its absolute discretion, and shall be entitled to reject any Request for connectivity to Malaysia if the information is found to be inaccurate, misleading or fraudulent.”

(b) Paragraph 3.1 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

“3.1 The RL shall satisfy the requirements set out in **paragraphs 1.8** and **1.9** above before submitting each Request via email at DCorders@netlinknbn.com using the form set out in **Annex 4**. 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 RL in the event that an incorrect Application Reference Identifier is stated in the Request.”

(c) Annex 4 of the CA shall be deleted in its entirety and replaced by the new Annex 4 attached to this Addendum. For the avoidance of doubt, all references to “Annex 4” in the CA shall mean the “Annex 4” attached to this Addendum.

3. 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.
4. 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.
5. 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.
6. 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 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 <input checked="" type="checkbox"/> Minimum 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:		
_____	_____	_____
Signature of Authorised Officer	Date (dd/mm/yyyy)	*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:	
_____ NetLink Trust Personnel / Signature	
Order Completed	
<input type="checkbox"/> Order Completed	Date of Completion:
	Date of Notification:
Remarks:	
Verified by:	
_____ NetLink Trust Personnel / Signature	