

Dated

BETWEEN

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

AND



ADDENDUM

**TO CUSTOMISED AGREEMENT DATED 19 MARCH 2024
FOR PROVISION OF POINT-TO-POINT CONNECTION TO SUPPORT
DEVELOPMENT/DEPLOYMENT OF NQSN FOR COMMERCIAL PURPOSE**

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 19 March 2024 (the “**CA**”) to regulate Parties’ respective obligations and responsibilities with regard to the provision of Point-to-Point Connections in support of the RL’s development/deployment of interoperable quantum-safe networks (“**NQSN**”) for commercial purpose (“**Permitted Purpose**”) to the Direct End-User.
- B. The Parties now agree to vary other terms and conditions of the CA.
- C. 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) **Paragraph 4.4 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“4.4 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 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 Point-to-Point 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 4.3 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.”

- (b) **Paragraph 4.8.2 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“4.8.2 The RL shall provide its acceptance of the service activation period indicated by NLT and the Quotation to NLT within ten (10) Business Days of receipt of the Quotation. In the event that the RL fails to do so within the aforementioned period, the Request shall be deemed cancelled and the RL shall be liable for the Cancellation Charge(s) set out in Annex 2.”

- (c) The following new paragraphs shall be inserted in **Annex 1 of the CA**:

4.12 In the event that the RL cancels the Request for a Point-to-Point Connection after the (i) the commencement of the site survey referred to in Paragraph 4.7 of this Annex 1 and/or (ii) before accepting the service activation period and/or Quotation, the Request for the relevant Point-to-Point Connection shall be deemed to have been cancelled and the RL shall be liable for the Cancellation Charge(s) set out in Annex 2.

4.13 In the event that the RL cancels the Request for a Point-to-Point Connection after accepting NLT’s service activation period and/or Quotation referred to in Paragraph 4.7 of this Annex 1, the Request for the relevant Point-to-Point Connection shall be deemed to have been cancelled and the RL shall be liable for the Cancellation Charge(s) set out in Annex 2.”

- (d) 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.

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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IN WITNESS WHEREOF this Addendum has been entered into on the date stated at the beginning.

NETLINK MANAGEMENT PTE. LTD. (AS TRUSTEE OF NETLINK TRUST)


Signed by _____)
(Name of Signatory))
for and on behalf of)
NETLINK MANAGEMENT PTE. LTD.)
(in its capacity as trustee of NetLink Trust))
in the presence of:)
(signature) _____
Title:

(signature of witness) _____
Name of Witness:
Title:

Signed by _____)
(Name of Signatory))
for and on behalf of)
NETLINK MANAGEMENT PTE. LTD.)
(in its capacity as trustee of NetLink Trust))
in the presence of:)
(signature) _____
Title:

(signature of witness) _____
Name of Witness:
Title:



Signed by _____)
(Name of Signatory))
for and on behalf of)
)
in the presence of:)
(signature) _____
Title:

(signature of witness) _____
Name of Witness:
Title:

ANNEX 2

CHARGES

1. Monthly Recurring Charge and One-Time Installation Charge

Description of Charges	Amount
Monthly Recurring Charge ("MRC")	For the first twelve (12) months from RFS Date, MRC per Point-to-Point Connection shall be waived. \$880 per Point-to-Point Connection shall apply thereafter for the remaining Term
One-Time Installation Charge ("OTC")	OTC per Point-to-Point Connection with fibre length up to 80 metres using existing facilities at each end shall be \$1,500 . Where the fibre length from the existing facilities at each end exceeds 80 metres and/or where digging and/or trenching works are required, additional charges should be imposed on a Cost-Oriented Basis and paid for by the RL. All other costs arising from the Point-to-Point Connection as incurred by NLT (including but not limited to creation of access panel opening or panel, installation of cable tray, other relevant work, and security escort services) shall be separately charged by NLT on a Cost-Orientated Basis and paid for by the RL pursuant to paragraph 4.8.3 of Annex 1 .
Site Survey	\$85 per Site Survey

2. Cancellation Charges

Description	Desktop Study	Site Survey Charge	Incidental Charge
Cancellation Charges due to RL's rejection of desktop study report	\$50 per Request	Not applicable	Not applicable
Cancellation Charges after acceptance of desktop study report and before commencement of site survey	\$50 per Request	Not applicable	Not applicable
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

Cancellation Charges after acceptance of the Quotation by the RL	\$50 per Request	\$85 per site survey	On a Cost-Oriented Basis
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3. Other Charges

Description	Charge (\$\$)
High level routing information pursuant to paragraph 4.3 of Annex 1	\$275 per Request
Charges for Removal of TP and other reinstatement works upon termination of existing Point-to-Point Connection pursuant to paragraph 9.2 of Annex 1	\$190 for each Point-to-Point Connection
Early Termination Charge ("ETC")	Total aggregate MRC payable for the remaining Connection Period for each Point-to-Point Connection

4. 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 (\$\$)
Cancellation of fault reported	\$10 per Request