

Dated

BETWEEN

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

AND

██████████

ADDENDUM

**TO CUSTOMISED AGREEMENT DATED 18 JULY 2020 PROVISION OF CO DIVERSITY
CONNECTIONS IN SUPPORT OF CONTRACT WITH**

THE ██████████ (REFERENCE NO. ██████████)

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 on 18 July 2020 (the “**CA**”) to regulate Parties’ respective obligations and responsibilities with regard to the provision of Wide Area Network (WAN) Connectivity & Internet Services for the [REDACTED] (the “**Contract**”) on 24 February 2020, Tender no. [REDACTED].
- B. The Parties now agree to further amend Clause 8 of the CA to reflect the change in Parties’ liabilities and Paragraph 5.4 of Annex 1 of the CA to reflect the change in transfer requirement for ducts and manholes.
- 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 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) Clause 8 of the CA shall be deleted in its entirety and replaced with the following provision:

“8. LIMITATION OF LIABILITY

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 (as set out in Annex 2 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 CO Diversity Connections strictly in accordance with **paragraph 1 of Annex 1**; and
- c. the RL's liability to make payment to NLT under this Agreement."

(b) Paragraph 5.4 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

"5.4 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.”

- (c) 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.

[The remainder of this page is left intentionally blank]

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

The charges payable by the RL for the 1 CO Diversity Connections provided under this Agreement are set out below, subject to **paragraph** Error! Reference source not found. **of Annex 1**.

S/N	Description of Charges	Amount				
1	Monthly Recurring Charge (“MRC”)	\$300 per CO Diversity Connection				
2	Standard Installation Charge	\$2,000 per CO Diversity Connection for the supply and installation of an Indoor TP supporting the CO Diversity Connection				
3	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for each CO Diversity Connection				
4	Cancellation Charges after commencement of site survey and before acceptance of Quotation (or revised Quotation, if applicable)	\$85 per site survey				
5	Cancellation Charges Due to Failure to provide acceptance of service activation period and the Quotation (or revised Quotation, if applicable) within ten (10) Business Days of Receipt of the said Quotation (or revised Quotation)	\$85 per site survey				
6	Cancellation Charges before RFS but after acceptance of Quotation (or revised Quotation, if applicable)	\$85 per site survey + any other incidental cost on a Cost-Oriented Basis				
7	<p>Fault Identification Charge</p> <p>There will be a minimum charge per visit up to the first two hours as listed below.</p> <table border="1" data-bbox="507 1765 1501 1895" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th align="center">DESCRIPTION</th> <th align="center">CHARGES (\$\$)</th> </tr> </thead> <tbody> <tr> <td>Minimum Charge (per visit up to first two hours)</td> <td align="center">\$64</td> </tr> </tbody> </table>	DESCRIPTION	CHARGES (\$\$)	Minimum Charge (per visit up to first two hours)	\$64	
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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.