

Dated

SUPPLEMENTAL CUSTOMISED AGREEMENT

Between

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

and

[REDACTED]

**EXTENSION OF SCHEDULE 2 NON-RESIDENTIAL END-USER
CONNECTION TO THE BDX SINGAPORE SIN1 (FORMERLY
KNOWN AS TELSTRA DATA CENTRE) LOCATED AT 110 PAYA
LEBAR ROAD SINGAPORE 409009**

THIS SUPPLEMENTAL CUSTOMISED AGREEMENT (“SUPPLEMENTAL AGREEMENT”)
is made on

Between

(1) **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

(2) [REDACTED] (Company Registration Number: [REDACTED]), a company incorporated in Singapore with its registered address [REDACTED] Singapore [REDACTED] (“**Requesting Licensee**”)

(collectively, the “**Parties**”, and each, a “**Party**”).

WHEREAS:

- (A) The Requesting Licensee and CityNet Infrastructure Management Pte. Ltd. (in its capacity as trustee-manager of NetLink Trust), the then trustee-manager of NetLink Trust (“**CityNet**”), entered into a Customised Agreement dated 29 March 2016 (hereinafter referred to as the “**CA**”) to regulate the Parties’ respective obligations and responsibilities with regards to the provision of Schedule 2 Non-Residential End-User Connection to the BDx Singapore SIN1 (formerly known as Telstra Data Centre). The Requesting Licensee and CityNet subsequently entered into a Supplemental Customised Agreement dated 3 February 2017 to extend the term of the CA to 10 April 2018.
- (B) On 13 April 2017, NetLink Management Pte. Ltd. succeeded CityNet as trustee-manager of NetLink Trust pursuant to sections 20 and 25(1) of the Business Trusts Act. NetLink Trust was subsequently deregistered under the Business Trusts Act on 19 July 2017, and reconstituted as a private trust on the same day. NetLink Management Pte. Ltd. now acts for and on behalf of NetLink Trust in its capacity as trustee.
- (C) The Parties subsequently entered into separate Supplementary Customised Agreements on 5 March 2018, 18 March 2019, 9 April 2020, 26 February 2021 for the purpose of extending the term of the Customised Agreement for a further 1-year period each time, and a Supplementary Customised Agreement on 8 March 2022 extending the term of the Customised Agreement for a further 2-year period.
- (D) The CA is due to expire on 10 April 2024. The Parties now wish to extend the term of the CA for a further period of two (2) years on the same terms and conditions.

IN CONSIDERATION OF THE PARTIES’ MUTUAL AGREEMENTS, UNDERTAKINGS AND COVENANTS HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Unless otherwise defined, capitalised terms used in this Supplemental Agreement have the meanings given to them in the CA.

2. Pursuant to Clause 7.3 of the CA, the Parties hereby agree that the CA shall be extended for the period between 11 April 2024 until 10 April 2026 (both dates inclusive), unless further renewed as agreed in writing between the Parties.

3. Pursuant to Clause 9.4 of the CA, the Parties hereby agree to amend the CA as follows:

Clause 5 of the CA shall be deleted in its entirety and replaced with the following:

“5. LIMITATION OF LIABILITY

5.1 This Clause 5 shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, wilful 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.

5.2 Subject to Clause 5.4, 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.

5.3 Subject to Clause 5.4, 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 charges paid or payable by the RL during the twelve (12) months prior to the event giving rise to the liability.

5.4 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury. Nothing in this Clause 5 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 Data Centre Connection at BDx strictly in accordance with Clause 2 of this Agreement; and
- c. the RL's liability to make payment to NLT under this Agreement.”

4. Save for the amendments stated in this Supplemental Agreement, all the other provisions in the CA shall remain unchanged and shall continue in full force and effect.

5. NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Supplementary Co-Location Agreement in its capacity as trustee of NetLink Trust and not in its personal capacity and any liability of NetLink Management Pte. Ltd. (in its capacity as trustee of NetLink Trust) under this Supplementary Co-Location Agreement is limited to the assets of NetLink Trust, save where NetLink Management Pte Ltd is fraudulent, in wilful default or in breach of the trust or where the NetLink Management Pte Ltd fails to exercise such due care and skill as is reasonable in the circumstances in its capacity as trustee of NetLink Trust.

6. This Supplemental Agreement shall be deemed to come into effect on the day and year first written above.

7. This Supplemental Agreement may be signed in counterparts and by the Parties on separate counterparts, each of which when so executed shall be an original, but all counterparts shall together constitute one and the same document. This Agreement 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.
8. A party who is not a Party to this Supplemental Agreement shall not be able to enforce any right under or derive any benefit from this Supplemental Agreement.
9. This Supplemental Agreement shall be governed by and construed in accordance with the laws of Singapore and the Parties irrevocably submit to the exclusive jurisdiction of the Singapore courts.

