

Dated

BETWEEN

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

AND

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**ADDENDUM**

**TO CUSTOMISED AGREEMENT DATED 31 MAY 2018**

**FOR PROVISION OF NON-BUILDING ADDRESS POINT CONNECTIONS IN RELATION TO TENDER  
NO. GVT (T) 17032 ISSUED BY THE GOVERNMENT TECHNOLOGY AGENCY FOR THE  
PROVISION OF NETWORK BANDWIDTH CONNECTIVITY SERVICES FOR  
GOVERNMENT MINISTRIES AND DEPARTMENTS, STATUTORY BOARDS, ORGANS OF  
STATE AND OTHER PARTICIPATING ENTITIES**

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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 for the Provision of Non-Building Address Point Connections in relation to Tender No. GVT (T) 17032 issued by the Government Technology Agency for the Provision of Network Bandwidth Connectivity Services for Government Ministries and Departments, Statutory Boards, Organs of State and Other Participating Entities on 31 May 2018 (the “Main GovTech CA”). The Main GovTech CA was subsequently amended in accordance with the terms and conditions set out in the Addendums dated 16 October 2018, 14 May 2019 and 19 April 2023.
- B. Pursuant to the review of prices in the Interconnection Offer (“ICO”) by the Authority, the fees as set out in the Main GovTech 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) Annex 2 of the CA shall be deleted in its entirety and replaced with the 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.

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**ANNEX 2**

**CHARGES**

The charges payable by the RL for NBAP Connections are set out below and shall be valid for a period of five (5) years from the effective date of the Agreement, subject to early termination under Clause 7 of the Agreement. For the avoidance of doubt, all charges applicable to NBAP Connections under the Approved ICO shall apply unless specifically provided for otherwise below.

S/N	Description of Charges	Amount	
1	Monthly Recurring Charge (“MRC”)	1:16 NBAP Connection	\$20 per Connection
		1:1 NBAP Connection	\$247 per Connection
2	One-Time Installation Charge (“OTC”)	Indoor NBAP Connection	\$717 per NBAP Connection for installations with fibre length up to 80 metres using existing facilities.  The OTC payable where fibre length exceeds 80 metres and / or new facilities are required is set out in <u>Annex 3</u> .
		Outdoor NBAP Connection	Refer to <u>Annex 4</u> or <u>Annex 5</u> , whichever applies, for the OTC payable, which includes pipe / duct laying and fibre pulling charges.
3	Service Activation Charge	\$56 per 1:16 NBAP Connection activated	
4	Standard Installation Charge	\$276 per 1:1 NBAP Connection activated	
5	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for each NBAP Connection	
6	Cancellation Charges after commencement of site survey and before acceptance of OTC	1:16 NBAP Connection	\$85 per site survey
		1:1 NBAP Connection	\$276 + any other incidental cost on a Cost-Oriented Basis
7	Cancellation Charges Due to Failure to provide acceptance of service	1:16 NBAP Connection	\$85 per site survey

	activation period and agreement to pay OTC within ten (10) Business Days of Receipt of NLT's notification of the total applicable OTC	1:1 NBAP Connection	\$85 per site survey + \$276 + any other incidental cost on a Cost-Oriented Basis
8	Cancellation Charges before RFS but after acceptance of OTC	1:16 NBAP Connection	\$85 per site survey + Service Activation Charge of \$ 56 + any other incidental cost on a Cost-Oriented Basis
		1:1 NBAP Connection	\$85 per site survey + \$276 + any other incidental cost on a Cost-Oriented Basis
9	Reinstatement Charges for the removal of Indoor NBAP TP upon Service Termination	\$190 per Indoor NBAP TP	
10	Reinstatement Charges for the removal of Outdoor NBAP TP upon Service Termination	On a Cost-Oriented Basis	