

Dated

BETWEEN

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

AND

[REDACTED]

ADDENDUM

TO CUSTOMISED AGREEMENT DATED 18 OCTOBER 2022
FOR PROVISION OF NON-RESIDENTIAL END-USER CONNECTIONS IN SUPPORT OF
GOVTECH TENDER REF. GVT(T)-20025

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 Viva Business Park 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 for the Provision of Non-Residential End-User Connections in Support of Govtech Tender Ref. GVT(T)-20025 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 18 October 2022 (hereinafter referred to as the "**CA**").
- B. The Parties now agree to amend the following clauses of the CA in the manner set out hereinbelow to reflect the change in Parties' liabilities.

THE PARTIES HEREBY AGREE 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 of the CA shall be deleted in their entirety:
 - i. **Paragraph 3 of Annex 1 of the CA**
 - (b) **Paragraph 2.1.2** of the CA shall be deleted in its entirety and replaced with the following provision:

2.1.2 apply the Tender Rebate to a maximum of six hundred (600) NRES Connections, provided that the RL shall procure for all Government End-Users to whom Starhub provides services using the NRES Connections to utilize such services solely in such manner and for the benefit of such parties as specified in the relevant Tender Contracts.
 - (c) **Paragraph 7.2** of the CA shall be deleted in its entirety and replaced with the following provision:

7.2 This Agreement shall expire six (6) years after the date on which the Authority approves or is deemed to have approved this Agreement ("**Effective Date**").

(d) **Paragraph 1.1 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

1.1. NLT shall apply the Tender Rebate in respect of all NRES Connections for a period of forty-eight (48) months during the Term, provided that the request for the NRES Connections are submitted within the Order Period in compliance with **paragraph 1.2**.

(e) **Paragraph 1.2** of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

1.2 Subject to **paragraph 1.3** below, RL shall request for the application of the Tender Rebates a maximum of six hundred (600) NRES Connections with 1:16 split ratio during the period of twenty-four (24) months commencing from the Effective Date ("**Order Period**") and shall ensure that each of the said NRES Connections fulfils the following condition:

1.2.1 In respect of a NRES Connection whose Activation Date falls before the Effective Date, the Request for that NRES Connection must be for a 'TP to Install' order, and the code "**T20025-[Company Name]**" must be indicated in the "Company Name" field. This NRES Connection must be listed in the list of T20025 NRES Connections submitted by the RL pursuant to **paragraph 1.3** below ("**T20025 NRES Connection**").

(f) **Paragraph 1.3 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

1.3 The RL shall submit an exhaustive list of the T20025 NRES Connections (including The ORI) no later than one (1) calendar month after the Effective Date. For the avoidance of doubt, the RL shall not be entitled a Tender Rebate in respect of any T20025 NRES Connection on any submission after the aforementioned deadline.

(g) **Paragraph 1.5 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

1.5 Each NRES Connection activated pursuant to the RL's Request shall be subject to a minimum contract term of forty-eight (48) months (for the purpose of **paragraphs 1.5 and 1.6**, the "**Minimum Contract Term**").

(a) In respect of a T20025 NRES Connection whose Activation Date falls before the Effective Date, the Minimum Contract Term shall commence from the Effective Date.

(h) **Paragraph 1.6 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

1.6 The termination of a NRES Connection prior to the expiry of the Minimum Contract Term shall be subject to an early termination charge ("**ETC**") that is equivalent to:

$$\text{ETC} = \frac{\text{MRC for NRES Connection} \times 48}{\text{months}} - \text{total MRC billed in respect of the terminated NRES Connection}$$

- (i) **Paragraph 2.1 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

2.1 The value of the Tender Rebate that shall be applied to each NRES Connection is specified under **Annex 2**. For the avoidance of doubt, the Tender Rebate shall be applied to T20025 Connections as submitted by the RL pursuant to **paragraph 1.3** above starting from the Effective Date. For the avoidance of doubt, the Tender Rebate shall be applicable for forty-eight (48) months starting from the Effective Date. NLT shall have no obligation to apply the Tender Rebate in the event that the NRES Connection remains active for any period that exceeds the Minimum Contract Term. The Tender Rebate shall also apply to Replacement Connections.

- (j) **Paragraph 4.1 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

4.1 The RL shall fulfil the minimum revenue to be generated in terms of cumulative MRC billed in respect of NRES Connections ("**Minimum Revenue Commitment**", or "**MRVC**") that is indicated in the below table:

No. of Connections during the Term	Minimum Revenue Commitment
600 NRES Connections	\$ 1,008,000
TOTAL MRVC	\$ 1,008,000

For the avoidance of doubt, the cumulative MRC billed in respect of T20025 Connection and the corresponding Replacement Connection during the Term shall be regarded as the cumulative MRC billed in respect of one (1) NRES Connection under the above table.

- (k) **Annex 2 of the CA** shall be substituted 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. 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 any event of 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.

ANNEX 2

The charges payable by the RL for NRES Connections are set out below and shall be valid for a period of six (6) years from the Effective Date of the Agreement. For the avoidance of doubt, all charges applicable to NRES Connections under the Approved ICO – as may be amended under IMDA's direction from time to time – shall apply unless specifically provided for otherwise below.

S/N	Description of Charge	Type of Connection	Charge / Rebate (SGD)
1.	Tender Rebate (Applicable for forty-eight (48) months)	NRES Connection	\$20 per connection
2.	Monthly Recurring Charge (“MRC”)	NRES Connection (after Tender Rebate)	\$35 per connection
3.	One-Time Installation Charge (“OTC”)	Non-Residential End-User Connection from CO to Termination Point inside the Non-Residential Premise	\$717 per connection
4.	Service Activation Charge	NRES Connection	\$64 per connection
5.	Early Termination Charge	NRES Connection	Total MRC for the remaining 48-month Minimum Contract Term for each NRES Connection
6.	Removal Charge cables.	NRES Connection	\$717 per connection