

Dated

BETWEEN

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

AND

██████████

ADDENDUM

TO CUSTOMISED AGREEMENT DATED 17 JUNE 2019
PROVISION OF MOBILE POINT-TO-POINT CONNECTIONS AND POINT-TO-POINT
CONNECTIONS FOR MOBILE NETWORK DEPLOYMENT AND ENTERPRISE SERVICES

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 Mobile Point-to-Point Connections and Point-to-Point Connections for Mobile Network Deployment and Enterprise Services on 17 June 2019 and approved by IMDA on 11 September 2019 (hereinafter referred to as the “CA”).
- B. The CA was subsequently extended and amended in accordance with the terms and conditions set out in the Addendums dated 9 September 2021, 12 January 2022, 5 April 2024 and 13 September 2024.
- C. The Parties now wish to renew the Customised Agreement for the term commencing from 1 January 2025 and ending on 31 December 2029 in the manner set out in this Addendum.

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 7.2 of the CA, Parties agree that the CA shall be renewed for the term commencing from 1 January 2025 to 31 December 2029 and this term shall be defined as and referred to as the “**Renewal Term**” for the purposes of the CA. The Parties also agree that all references to “Initial Term” and “remainder of the Initial Term” and “remainder of the Initial Term, commencing after the last day of the Commitment Period” in the CA shall refer to “**Renewal Term**” as defined in this Addendum. For the avoidance of doubt, these terms in this Addendum shall supersede those in the previous Addendum dated 13 September 2024 with effect from 1 January 2025.
3. 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:

“8.1 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 the Agreement for both Point-to-Point Connections and Mobile Point-to-Point Connections) 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 Point-to-Point Connections and Mobile Point-to-Point Connections strictly in accordance with **paragraphs 1 and 2 of Annex 1**, respectively; and

c. the RL's liability to make payment to NLT under this Agreement."

(b) **Paragraph 2.11 of Annex 1** of the CA shall be deleted in its entirety and replaced with the following provision:

"2.11 During the Renewal Term, in the event that the total number of active Mobile Point-to-Point Connections on a Check-In Date exceeds the Minimum Volume Commitment, NLT agrees to pay the RL a rebate that is equivalent to the difference between the total aggregate Monthly Recurring Charge for the active Mobile Point-to-Point Connections that was actually invoiced to the RL during the relevant calendar month, and the total aggregate Monthly Recurring Charge that would have been payable by the RL for the active Mobile Point-to-Point Connections during the calendar month based on the volume tier monthly charge that applies according to the table set out below (the "**Check-In Rebate**"):

No. of active Mobile Point-to-Point Connection on the relevant Check-in Date	Volume Tier Monthly Charge for each Mobile Point-to-Point Connection
800 and below	\$450
801 – 1000	\$400
1001 – 1,200	\$350
1,201 – 2,500	\$320
2,501 – 2,800	\$280
More than 2,800	\$250

An illustration of the calculation method is set out in **Annex 8.**”

- (c) **Paragraph 2.12 of Annex 1** of the CA shall be deleted in its entirety and replaced with the following provision:

“2.12 The Check-In Rebate for each month in the Renewal Term shall be credited to the RL’s account and reflected in the invoice issued by NLT in the subsequent calendar month. For the avoidance of doubt, this means that notwithstanding that NLT will check on the total number of active Mobile Point-to-Point Connections by the Check-In Date of a particular calendar month, the Check-In Rebate payable in respect of the connections for that month shall be disbursed only in the following calendar month.”

- (d) **Paragraph 7.4 of Annex 1** of the CA shall be deleted in its entirety and replaced with the following provision:

“7.4 Upon termination of an existing Connection at any time, including termination of a Point-to-Point Connection before the expiry of the Minimum Connection Term, the RL shall arrange for the Removal of the TP or any part of the Network as currently installed, and shall bear the charges relating to any reinstatement work to be performed by NLT in relation to the Removal at the RL’s request as specified in Annex 2 of this Agreement. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of this Agreement.”

- (e) **Paragraph 7.5 of Annex 1** of the CA shall be deleted in its entirety and replaced with the following provision:

“7.5 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.”

- (f) The following new **Paragraph 7.12** shall be inserted into **Annex 1** of the CA:

“7.12 Regardless of termination or expiration of the Agreement the rights and obligations of the Parties under the provisions of the Agreement which by their context, intent and meaning would reasonably be expected to survive the termination or expiration of the Agreement or any part thereof, will so survive including but not limited to **Clauses 4 (Confidentiality), 8 (Limitation of Liability), 9.2 (Release, Waiver or Compromise), 9.5 (Invalidity and Unenforceability), 9.7 (Governing Law and Submission to Jurisdiction) and 9.8 (Liability of the Trustee)** of the Agreement, and **paragraphs 7.4, 7.6 and 7.7** of this **Annex 1**.”

- (g) **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.
- (h) **Annex 8** of the CA shall be deleted in its entirety and replaced with the **Annex 8** attached to this Addendum. For the avoidance of doubt, all references to “**Annex 8**” in the CA shall mean the “**Annex 8**” attached to this Addendum.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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 for Point-to-Point Connections and Mobile Point-to-Point Connections are set out below.

Charges for Point-to-Point Connections for Mobile Network Deployment and Enterprise Services

S/N	Description of Charges	Amount
1	Monthly Recurring Charge ("MRC")	\$900 per Point-to-Point Connection for Mobile Network Deployment \$1,200 per Point-to-Point for Enterprise Services
2	One-Time Installation Charge ("OTC")	\$1,500 per Point-to-Point Connection with fibre length up to 80 metres using existing facilities at each end. Where Indoor Connection requires fibre length exceeding 80 metres and / or new facilities is required, additional OTC as set out in Annex 3 (One Time Installation Charge - Indoor Connection) shall apply on top of the \$1,500 One-Time Installation Charges Where Outdoor NBAP Connection is required, additional OTC as set out in Annex 4 shall apply on top of the \$1,500 One-Time Installation Charges for Digging/Trenching Work
3	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for each Point-to-Point Connection

Charges for Mobile Point to Point Connections

S/N	Description of Charges	Amount
1	Monthly Recurring Charge ("MRC")	\$450 per Mobile Point-to-Point Connection
2	One-Time Installation Charge ("OTC")	\$1,500 per Mobile Point-to-Point Connection with fibre length up to 80 metres using existing facilities at each end. Where Indoor Connection requires fibre length exceeding 80 metres and / or new facilities is required, additional OTC as set out in Annex 3 (One Time Installation Charge - Indoor Connection) shall apply on top of the \$1,500 One-Time Installation Charges Where Outdoor NBAP Connection is required, additional OTC as set out in Annex 4 shall apply on top of the \$1,500 One-Time Installation Charges for Digging/Trenching Work

Other Charges

S/N	Description of Charges	Amount
1	One-Time Installation Charges for Digging/Trenching Work	\$1,500 + all applicable costs set out in Annex 4
2	Cancellation Charges due to RL's rejection of desktop study report (pursuant to para 3.3 of Annex 1)	\$50
3	Cancellation Charges due to RL's rejection of desktop study report (pursuant to para 3.3A of Annex 1)	\$0
4	Cancellation Charges after acceptance of desktop study report and before commencement of site survey (pursuant to para 3.5 of Annex 1)	\$50
5	Cancellation Charges after commencement of site survey and before acceptance of the One-Time Installation Charges (pursuant to para 3.8 of Annex 1)	\$85 per site survey
6	Cancellation Charges after acceptance of the One-Time Installation Charges by the RL (pursuant to para 3.9 of Annex 1)	\$85 per site survey + incidental costs calculated on a Cost-Oriented Basis.
7	Town Council Admin Charge (applies only where RL does not have account with the Town Council)	NLT to impose administrative fee being 10% of Town Council fees
8	High Level Routing Information	\$275 per Request
9	Charges for Removal of TP and other reinstatement works upon termination of existing Connection pursuant to paragraph 7.4 of Annex 1	\$190 for each Connection

ANNEX 8

ILLUSTRATION OF HOW THE REBATE / BILLING WILL BE DISBURSED / CHARGED DURING THE RENEWAL TERM

With reference to paragraphs 2.9 and 2.11 of Annex 1, the following illustrations provide examples of how the Check-in Payment and Check-in Rebate can be calculated under the specific circumstances described herein. These illustrations are provided only for clarification purposes. NLT will do a reconciliation of the total number of active Mobile Point-to-Point Connections as of the last day of each calendar month in the Renewal Term.

- In the event that, on the last day of any month in the Renewal Term, RL has 2800 active Mobile Point-to-Point Connections: NLT will bill $2800 \times \$A = \$2800A$, but based on the table set out in paragraph 2.11 of Annex 1, where the number of active Mobile Point-to-Point Connections is between 2501 and 2800, the applicable volume tier monthly charge is the lower amount $\$B$. As such, NLT will raise a credit for Check-in Rebate of $2800 \times (\$A - \$B)$.
- In the event that, on the last day of any month in the Renewal Term, RL's total number of active Mobile Point-to-Point Connections drops to 780 connections (i.e. below the Minimum Volume Commitment of 800): NLT will invoice the difference of $20 \times \$A = \$20A$ as Check-in Payment. This amount shall be payable in addition to the amount of $780 \times \$A = \$780A$ that NLT has invoiced as MRC for that month.
- In the event that on the last day of any month in the Renewal Term, RL's total number of active Mobile Point-to-Point Connections increases to 3,750: NLT will bill $3,750 \times \$A = \$3,750A$, but based on the table set out in paragraph 2.11 of Annex 1, where there are more than 2800 active Mobile Point-to-Point Connections, the applicable volume tier monthly charge is the lower amount of $\$C$. As such, NLT will raise a credit for Check-in Rebate of $3,750 \times (\$A - \$C)$.
- The Check-In Rebate for each month in the Renewal Term shall be credited to the RL's account and reflected in the invoice issued by NLT in the subsequent calendar month. For the avoidance of doubt, this means that notwithstanding that NLT will check on the total number of active Mobile Point-to-Point Connections by the Check-In Date of a particular calendar month, the Check-In Rebate payable in respect of the connections for that month shall be disbursed only in the following calendar month.