

CONFIDENTIAL

Dated _____ 2020

SUPPLEMENTARY CUSTOMISED AGREEMENT

Between

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

and

COLT TECHNOLOGY SERVICES PTE. LTD

DATA CENTRE SURCHARGE

THIS SUPPLEMENTARY CUSTOMISED AGREEMENT is made on

2020.

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 Viva Business Park Singapore 469005 ("**NLT**").

and

(2) **COLT TECHNOLOGY SERVICES PTE. LTD** (Company Registration Number: **201003217K**), a company incorporated in Singapore with its registered address at 8 Temasek Boulevard #17-01 Suntec Tower 3, Singapore 038988 ("**Requesting Licensee**")

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

WHEREAS:

- (A) The Requesting Licensee and CityNet Infrastructure Management Pte. Ltd. (in its capacity as the then trustee-manager of NetLink Trust) had entered into a Customised Agreement dated 29 March 2016 ("**CA**") to regulate the Parties' respective obligations and responsibilities with regards to the provision of Schedule 2 Non-Residential End-User Connection to the Data Centre. The Requesting Licensee and CityNet Infrastructure Management Pte. Ltd. (in its capacity as the then trustee-manager of NetLink Trust) subsequently entered into a Supplementary 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 Infrastructure Management Pte. Ltd. as trustee-manager of NetLink Trust. NetLink Trust ceased to be a registered business trust under the Business Trusts Act (Cap. 31A) on 19 July 2017 and was reconstituted as a private trust on the same date. NetLink Management Pte Ltd was also appointed as trustee of NetLink Trust on the same date.
- (C) The Parties subsequently entered into separate Supplementary Customised Agreements on 5 March 2018 and 18 March 2019 to extend the term of the CA to 10 April 2020.
- (D) Due to operational and business considerations, NLT will no longer provision new Data Centre Connections for Service Providers in Equinix SG1, and NLT will extend the term of the CA for successive 6-month periods instead of 1 year.
- (E) The CA will expire on 10 April 2020. Parties wish to renew the CA for a further period of six (6) months on the terms and conditions set out herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Unless otherwise defined, capitalised terms used in this Agreement shall have the meanings given to them in the CA.
2. Pursuant to Clause 5.1 of the CA, the Parties agree that the CA shall be renewed for a further period of six (6) months commencing from 11 April 2020, and shall thereafter automatically renew for successive six-month periods beginning from 11 October 2020.
3. A new Clause 5.4 shall be inserted into the CA, and shall read as follows:

“5.4 In addition to Clause 5.3, either Party may terminate this Agreement for convenience by giving the other Party written notice of the termination not less than two (2) months before the expiry of the current term.”
4. A new Clause 2.1A shall be inserted into the CA, and shall read as follows:

“2.1A Notwithstanding anything in this Agreement, the Requesting Licensee hereby acknowledges and agrees that NLT shall not be obliged to provision and/or deploy new fibre connections under this Agreement to Equinix SG1 with effect from 11 April 2020, and that the failure of NLT to do so shall not constitute a breach of this Agreement. For the avoidance of doubt, fibre connections which were provisioned or deployed to Equinix SG1 prior to 11 April 2020 shall continue to be maintained in accordance with the terms of this Agreement, and NLT’s obligation to provision and/or deploy new fibre connections Data Centre Connections in other Data Centres shall not be affected by the operation of this Clause.”
5. Save for the amendments stated in this Agreement, all the other provisions in the CA shall remain unchanged and shall continue in full force and effect.
6. NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this 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 Agreement 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, 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.
7. This Agreement shall be deemed to come into effect on the day and year first written above.
8. This 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.
9. A party who is not a Party to this Agreement shall not be able to enforce any right under or derive any benefit from this Agreement.
10. This Agreement shall be governed by and construed in all respects in accordance with the Laws of Singapore and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

