

**PRIVATE & CONFIDENTIAL**

Dated

2020

**SUPPLEMENTAL  
CUSTOMOMISED AGREEMENT  
(DATA CENTRE SURCHARGE)**

BETWEEN

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

AND

**SUPERINTERNET ACCESS PTE. LTD.**

**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) **SUPERINTERNET ACCESS PTE. LTD.** (Company Registration Number: **200002519N**), a company incorporated in Singapore with its registered address at 80 Raffles Place #32-01 Singapore 048624; ("**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 8 July 2015 (hereinafter referred to as the "**CA**"), to regulate their 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 entered into subsequent Supplemental Customised Agreements on 18 January 2016, and 24 October 2016 to extend the term of the CA.
- (B) On 13 April 2017, NetLink Management Pte. Ltd. succeeded CityNet as trustee-manager of NetLink Trust.
- (C) The Requesting Licensee and NLT subsequently entered into Supplemental Customised Agreements on 7 November 2017 and 25 October 2018 to further extend the term of the CA, and the CA will now expire on 27 January 2020.
- (D) Due to operational and business considerations, NLT will extend the term of the CA for successive 6-month periods instead of 1 year.
- (E) The Parties now wish to further renew the CA for a further period of six (6) months on the terms and conditions set out hereunder.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. Unless otherwise defined, capitalised terms used in this Supplemental Customised Agreement 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 27 January 2020, and shall thereafter automatically renew for successive six-month periods beginning from 27 July 2020.
3. Clause 5.1 of the CA shall be deleted in its entirety and shall be replaced with the following:  

"5.1 This Agreement shall be renewed and be valid for a period of six (6) months commencing from 27 January 2020, subject to the Authority's approval on the amended terms, and shall thereafter automatically renew for successive six-month periods beginning from 27 July 2020."
4. A new Clause 5.4 shall be inserted into the CA, and shall read as follows:

“5.3 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.”

5. Save for the amendments stated in this Supplemental Customised Agreement, all the other provisions in the CA shall remain unchanged and shall continue in full force and effect.
6. This Supplemental Customised 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.
7. A party who is not a Party to this Supplemental Customised Agreement shall not be able to enforce any right under or derive any benefit from this Supplemental Customised Agreement.
8. This Supplemental Customised 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.

