

Dated

2023

BETWEEN

NETLINK MANAGEMENT PTE. LTD.

(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)

AND

[REDACTED]

**ADDENDUM TO CUSTOMISED AGREEMENT DATED 26 JANUARY 2021 FOR
SUPPLY OF FIBRE ROUTING MAP FOR ICO CONNECTIONS**

This ADDENDUM is made on

2023 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 at [REDACTED], Singapore [REDACTED] (the “**Requesting Licensee**” or “**RL**”).

NLT and the RL shall hereinafter be collectively referred to as the “**Parties**”, and individually as “**Party**”.

WHEREAS:

- A. The Requesting Licensee and NLT entered into a Customised Agreement dated 26 January 2021 (hereinafter referred to as the “**CA**”), which sets out the Parties’ respective obligations and responsibilities with regards to the supply of fibre routing maps which reflect the routes through which existing ‘live’ Connections provisioned under the Approved ICO are deployed for the purpose of planning redundancy connections in the Requesting Licensee’s network and the disclosure of the high-level fibre routing of an existing connection to the relevant
- B. Parties entered into a Supplemental CA on 8 March 2022 to extend the term of the CA by one (1) year until 8 February 2023 on the same terms and conditions.
- C. Parties now intend to extend the term of the CA by an additional period of one (1) year on the same terms and conditions commencing on 9 February 2023 and ending on 8 February 2024, and further agree to amend Clause 8 of the CA to reflect the change in Parties’ liabilities.

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 7.3 of the CA, Parties agree that the CA shall be amended as follows with effect from the date of this Addendum:

(a) Insertion of a new definition under **Clause 1 of the CA**

“**Purpose**” means the purpose for which the Fibre Routing Map will be used by the RL, as indicated in the Request Form in **Annex 3**;

(b) **Clause 8 of the CA** shall be deleted in its entirety and replaced with the following provision:

“8. **LIMITATION OF LIABILITY**

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 Preparation Fee 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, willful default and/or gross negligence;
 - b. the RL's liability for not using the Fibre Routing Maps strictly in accordance with **Paragraph 2 of Annex 1**; and
 - c. the RL's liability to make payment to NLT under this Agreement."
- (c) **Paragraph 2 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

2. RL'S OBLIGATIONS

2.1 The RL hereby gives the following undertakings:

- (a) The RL acknowledges and agrees that the Fibre Routing Maps shall solely be used for the specific Purpose and shall not be used for any other purposes;;
- (b) The RL acknowledges and agrees that the Fibre Routing Maps shall comprise NLT's confidential information, and the RL undertakes to take all necessary measures and precautions to safeguard the security and confidentiality of the Fibre Routing Map and all the information represented therein;
- (c) The RL undertakes not to reproduce the Fibre Routing Map in any medium and/or share the Fibre Routing Map with any third party for any reason whatsoever without NLT's prior written consent;
- (d) If the RL is aware of or has reasonable grounds to believe that any reproduction, unauthorised use of or access to the Fibre Routing Maps by a third party has taken place or is about take place, the RL shall promptly (and no later than two (2) Business Days of acquiring such knowledge or reasonable belief) notify NLT

in writing of such unauthorised use or access and commence all necessary steps to ensure that such third party immediately ceases such unauthorised activity;

- (e) The RL shall use its best efforts to prevent any recurrence of such unauthorized activity, including where necessary, terminating the third party use of or access to the Fibre Routing Map, the RL shall inform NLT of all such steps taken; and
 - (f) The RL acknowledges and agrees that it shall inform NLT the outcome of the Purpose and is obliged to purchase NLT's ICO Connection in the event of a successful outcome of the Purpose.
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 the event of any conflict between the provisions of the CA 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. NLT 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 NLT under this Addendum is limited to the assets of NetLink Trust over which NLT has recourse and shall not extend to any personal or other assets of NLT or its shareholders, directors, officers or employees.

