Dated [   ] Aug   2012

OpenNet
BROADEN YOUR MIND

CO-LOCATION AGREEMENT

BETWEEN

OPENNET PTE. LTD.

AND

NUCLEUS CONNECT PTE. LTD.

THIS CUSTOMISED AGREEMENT is made on [　] Aug　2012

BETWEEN:

(1)　　**OPENNET PTE. LTD.** (Company Registration Number: **200819712H**), a company incorporated in Singapore with its registered address at 152 Beach Road #31-05/08, Gateway East, Singapore 189721 ("**ON**")

AND

(2)　　**NUCLEUS CONNECT PTE. LTD.** (Company Registration Number: **200906560W**), a company incorporated in Singapore with its registered address at 3 Tai Seng Drive #04-01, Singapore 535216; ("**NC**" or "**Requesting Licensee**")

ON and the Requesting Licensee shall hereinafter be collectively referred to as the "**Parties**", and individually as "**Party**".

WHEREAS:

A.　　ON is a public telecommunication licensee under Section 6 of the Telecommunications Act (Cap. 323) and operates subject to the authority and regulation by the Info-Communications Development Authority of Singapore ("IDA").

B.　　Under the terms of ON's FBO Licensee, ON must offer certain mandated services to Requesting Licensees pursuant to the terms of the Approved ICO (as defined below in Clause 1.2.1).

C.　　The Requesting Licensee have signed the Approved ICO with ON and ON has provided to the Requesting Licensee, amongst others, Co-Location Service as described in Schedule 12 of the Approved ICO.

D.　　Parties hereby agree to enter into this Agreement to amend and supplement certain of Parties' respective obligations and responsibilities in relation to the Co-Location Service provided under Schedule 12.

IN CONSIDERATION OF THE PARTIES' MUTUAL AGREEMENTS, UNDERTAKINGS AND COVENANTS HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1.　　DEFINITIONS AND INTERPRETATION

1.1　　Definitions

In this Agreement, unless the context otherwise requires, capitalised terms shall have the following meanings:-

"**Approved ICO**" has the meaning ascribed to it in Clause 1.2.1 below;

"**Code**" means the NetCo Interconnection Code 2009 or successor code of practice and as may be amended from time to time; and

"**Law**" means any domestic or foreign constitutional provision, statute or other law (including common law), act, rule, regulation, subsidiary legislation, ordinance, treaty, code, permit, certificate, license, or interpretation of any Governmental Agency and any decision, decree, resolution, injunction, judgment, order, ruling, interpretation, or assessment issued by any

Governmental Agency, including any of the foregoing applicable to health, safety and environmental matters.

1.2   Interpretation

In this Agreement:-

1.2.1   unless otherwise defined in this Agreement, all terms and references defined in the OpenNet Approved ICO ("**Approved ICO**") (as set out on the IDA webpage http://www.ida.gov.sg/Policies%20and%20Regulation/20090224174101.aspx#13Nov09 or any successor webpage and as may be amended from time to time), shall have the same meaning and construction when used in this Agreement;

1.2.2   the definition of terms herein shall apply equally to the singular and plural forms of the terms defined, and any pronoun shall include the corresponding masculine, feminine and neuter forms;

1.2.3   unless the context otherwise requires, any definition or reference to any instrument, statute or statutory provision shall be construed as referring to such instrument, statute or statutory provision as from time to time amended, supplemented, extended, consolidated or replaced and subject to any restrictions on such amendments, supplements, extensions, consolidations or replacements and any orders, regulations, instruments or other subordinate legislation made thereunder;

1.2.4   the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";

1.2.5   unless otherwise provided herein or the context otherwise requires, all references to clauses, schedules, recitals and annexures are to the clauses schedules, recitals of and annexures to this Agreement;

1.2.6   the words "herein", "hereof" and hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof;

1.2.7   an expression importing a natural person shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;

1.2.8   dates and times are to Singapore time;

1.2.9   the Schedules form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;

1.2.10   the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; and

1.2.11   any thing or obligation to be done under this Agreement which is required or falls to be done on a stipulated day, shall be done on the next succeeding Business Day, if the day upon which that thing or obligation is required or falls to be done falls on a day which is not a Business Day.

2.   POWER SUPPLY AND NON-STANDARD RACK SIZE

2.1   Parties hereby agree that notwithstanding the terms and conditions in Schedule 12 of the Approved ICO with respect to the power supply and rack size in the Co-Location Spaces, the specifications in Schedule 1 of this Agreement shall prevail with respect to Co-Location Spaces at all OpenNet's Central Offices.

3.   UNDERTAKINGS BY THE REQUESTING LICENSEE

3.1   The Requesting Licensee irrevocably covenants, undertakes and agree as follows:

    3.1.1   At all times, it shall comply with both the terms and conditions of Schedule 12 of the Approved ICO, as amended and supplemented by this Agreement.

    3.1.2   Permit ON to take such immediate steps it considers reasonably necessary to alleviate, mitigate or remove any actual or potential risk in the event any of the Requesting Licensee's Co-Location Equipment installed within the Co-Location Space or the installation, operation or maintenance of such Co-Location Equipment pose an actual or imminent risk of personal injury to any person or damage to any property (including ON's or a third party's equipment, plant, facilities or networks). Any such steps taken by ON shall be at the Requesting Licensee's reasonable cost. ON shall notify the Requesting Licensee of any such steps taken by ON, as soon as reasonably practicable.

3.2   Each and every undertaking under Clause 3.1 is a separate and independent primary obligation and shall be severally enforceable. A breach of any of the undertaking under clause 3.1 shall be a material breach for which ON is entitled to terminate this Agreement in accordance with the terms of the Approved ICO.

4.   Miscellaneous

4.1   Save as expressly amended and supplemented by this Agreement, the terms of the Approved ICO shall be incorporated herein and shall form part of this Agreement. For the avoidance of doubt, this Agreement shall be deemed to be a "Customised Agreement" pursuant to Clause 1.4 of Part 2 of the Main Body of the Approved ICO. In the event of any inconsistencies between the provisions of this Agreement and the Approved ICO, the terms of this Agreement shall prevail to the extent of such inconsistency.

4.2   Release, Waiver or Compromise

Any liability to either Party hereunder may in whole or in part be released, compounded or compromised, or time or indulgence may be given, by such Party in its absolute discretion without in any way prejudicing or affecting its rights against the other Party. Any release or waiver or compromise shall be in writing and shall not be deemed to be a release, waiver or compromise of similar conditions in the future.

4.3   Amendment

This Agreement may be amended only by an instrument in writing signed by all of the Parties. The Parties hereby acknowledge and agree that they shall, if required by the Authority, amend this Agreement to incorporate any additional or modified Duties Related to the Provision of Mandated Services (as defined in the Code) as required by the Authority during the term of this Agreement.

4.4   Invalidity
Any provision of this Agreement that is invalid or unenforceable in any Law in any jurisdiction will as to that jurisdiction only read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this Agreement which are self-sustaining and capable of separate enforcement without regard to the read down or severed provision in that

jurisdiction or that provision in any other jurisdiction are and continue to be valid and enforceable in accordance with their terms.

4.5   Counterparts

This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument.

4.6   Governing Law and Submission to Jurisdiction

4.6.1   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. Nothing in this Clause shall limit the right of any Party hereto to bring any proceedings with respect to this Agreement against another Party in any court elsewhere nor shall the bringing of any proceedings in any jurisdiction preclude any Party from bringing any such proceedings in any other jurisdiction, whether concurrently or not.

4.6.2   The Parties acknowledge the competence of any such courts and agrees that a final judgment in any such proceedings brought in such courts shall be conclusive and binding upon it and if brought in the courts of Singapore, may be enforced in any other courts.

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SCHEDULE 1

	Requesting Licensee's requirements	Customised Agreement	Charges	Terms and Conditions
1.	Power supply • 2 x 40Amps AC 3-phase	• ON to provision 2 x 40A TPN and CeeForm socket outlet as part of the site preparation work.	• Supply and installation of 2 x 40A TPN AC power supply on cost-oriented charge under the site preparation works. • The charges for 3-phase power consumption will be metered and based on the electricity tariff from SP services for low tension non residential + 15% markup. • Readings will taken on a monthly basis	• Terms and conditions to follow Approved ICO

2.	Non Standard Size Rack
	• 600 x 300 x 2200mm,
	• 600 x 800 x 2200mm,
	• 800 x 450 x 2200mm,
	• 600 x 600 x 2200mm,
		To address the rack height and space utilization within the rack:
		• ON shall allow NC to install the non-standard size racks on condition that :
		  1. NC only use 42U of the space in the racks; and
		  2. NC agrees in good faith to work together with OpenNet to resolve any site issues (eg. modification of NC racks if necessary) and to undertake any modification cost where necessary.
		To address varying footprint of the rack:
		• The area to be charged will be rounded to the nearest rack size in accordance to in clause 1.1.2 of Annex 12D
		• 600x300 to be treated as 600x600
		• 600x800 to be treated as 800x1000
		• 800x450 to be treated as 800x1000
			• Monthly Recurring Charges will be calculated based on the footprint of two racks sizes as mentioned in the ICO:
			  1. 600mm by 600mm by 42U racks, these are industry standard 19 inch racks (0.36sqm); or
			  2. 800 mm by 1000mm by 42U racks, these are based on industry-standard 19-inch racks (0.8sqm).
				• Terms and conditions to follow Approved ICO except the condition in clause 1.1.2 of Annex 12D of Schedule 12 shall be waived.

IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning.

OPENNET PTE LTD

Signed by _____)
              (Name of Signatory))
for and on behalf of)
OPENNET PTE. LTD.)
in the presence of:)
                                        (signature) _____
                                        Title:

(signature of witness) _____
Name of Witness:
Title:

NUCLEUS CONNECT

Signed by _____)
              (Name of Signatory))
for and on behalf of)
NUCLEUS CONNECT PTE. LTD.)
in the presence of:)
                                        (signature) _____
                                        Title:

(signature of witness) _____
Name of Witness:
Title: