

Dated June 2022

BETWEEN

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

AND

[REDACTED]

**CUSTOMISED AGREEMENT
ADDENDUM TO CO-LOCATION AGREEMENT
(TUAS CENTRAL OFFICE)**

This Addendum is made on **June 2022** between:

(B) **NETLINK MANAGEMENT PTE. LTD.** (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 RL and NLT entered into a Customised Agreement – Co-Location Agreement (Tuas Central Office) dated 7 June 2017 (hereinafter referred to as the "**Customised Agreement**") to regulate Parties' respective obligations and responsibilities with regard to the provision of access to Co-Location Space within Tuas Telephone Exchange ("Tuas CO") by NLT to the RL for the purpose of installing and testing the RL's Co-Location Equipment and carrying live traffic via the Co-Location Equipment, where the Co-Location Equipment will exceed the heat load limits specified in clause 1.5.3 of Annex 12D of Schedule 12 of the Approved ICO.
- B. The Parties subsequently entered into Supplemental Customised Agreements on 14 May 2019, 3 August 2020 and 24 June 2021 to extend the term of the Customised Agreement to 22 June 2022.
- C. The Parties now wish to further extend the term of the Customised Agreement by one (1) year commencing from 23 June 2022 and ending on 22 June 2023 in the manner set out in this Addendum and Parties further intend to vary the terms and conditions of the Customised Agreement in order to reflect the amendment to the limitation of liability.

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

1. Unless otherwise defined, capitalised terms used in this Addendum have the meanings given to them in the Customised Agreement.
2. Pursuant to Clause 7.3 of the Customised Agreement, the Parties hereby agree that the Customised Agreement shall be renewed for a further one (1) year period commencing from 23 June 2022 and expiring on 22 June 2023, unless further renewed as agreed in writing between the Parties and that the Customised Agreement shall be amended as follows with effect from the date of this Addendum:
 - (a) **Clause 8 of the Customised Agreement** 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 Monthly Recurring Charge for the Tuas Co-Location Space (as set out in Schedule 15 of the ICO) 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 Co-Location Space strictly in accordance with paragraph 1 of Schedule; and
- c. the RL's liability to make payment to NLT under this Agreement."

3. Save for the amendment stated in this Addendum all the other provisions in the Customised Agreement shall continue in full force and effect.
4. This Addendum 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. 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. A party who is not a Party to this Addendum shall not be able to enforce any right under or derive any benefit from this Addendum.
6. This Addendum shall be governed by and construed in all respects in accordance with the Laws of Singapore and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Singapore.
7. NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Supplemental 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 Supplemental 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.

[THIS PART IS INTENTIONALLY LEFT BLANK]

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

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

Signed by _____
(Name of Signatory)

for and on behalf of **NETLINK
MANAGEMENT PTE. LTD. (IN ITS CAPACITY
AS TRUSTEE OF NETLINK TRUST)**

in the presence of:

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(signature)
Designation: _____

(signature of witness) _____

Name of Witness:
Designation:

Signed by _____
(Name of Signatory)

for and on behalf of **NETLINK
MANAGEMENT PTE. LTD. (IN ITS CAPACITY
AS TRUSTEE OF NETLINK TRUST)**

in the presence of:

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(signature)
Designation: _____

(signature of witness) _____

Name of Witness:
Designation:



Signed by _____
(Name of Signatory)

for and on behalf of

in the presence of:

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(signature)
Designation: _____

(signature of witness) _____

Name of Witness:
Designation: