Dated [   ] March 2016

CUSTOMISED AGREEMENT

BETWEEN

CITYNET INFRASTRUCTURE MANAGEMENT PTE. LTD.
(AS TRUSTEE-MANAGER OF NETLINK TRUST)

AND

COLT TECHNOLOGY SERVICES PTE. LTD.

CUSTOMISED AGREEMENT
-
DATA CENTRE SURCHARGE

THIS CUSTOMISED AGREEMENT is made on [   ] March 2016

BETWEEN:

(1)   **CITYNET INFRASTRUCTURE MANAGEMENT PTE. LTD.** (as Trustee-Manager of NetLink Trust) (Company Registration Number: **201117019K**), 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)   Under the terms of NLT's FBO Licensee, NLT must offer certain mandated services (including co-location services) to certain Requesting Licensees pursuant to the Approved ICO (as defined below).

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;

"**Business Day**" means any day other than a Saturday, Sunday or gazetted public holiday on which clearing banks are open for normal banking business in Singapore;

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

"**Cross-Connect**" means the service provided by the data centre where they connect Data Centre's Designated Room to the End User co-location space in the data centre.

"**End-User**" refers to someone who subscribes services from the Retail Service Provider.

"**Data Centre's Designated Room**" means the location in the data centre, designated by the data centre provider, where-by telecom providers hand over the service to the data centre provider (eg. Private MDF room or Meet Me Room).

"**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;

"**Requesting Licensees**" means Qualifying Persons who had executed the Approved ICO with OpenNet Pte. Ltd. ("OpenNet") prior to 1 October 2014 and had executed a Novation Agreement dated 1 October 2014 to novate the Approved ICO from OpenNet to NLT, or who had entered into the Approved ICO with NLT.

1.2   Interpretation

In this Agreement:-

1.2.1   unless otherwise defined in this Agreement, all terms and references defined in the NLT Approved ICO ("**Approved ICO**") (as set out on the IDA webpage http://www.ida.gov.sg/Policies-and-Regulations/Industry-and-Licensees/Nationwide-Broadband-Network/OpenNets-Interconnection-Offer-2012 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. DATA CENTRE SURCHARGE

2.1 Under Schedule 2 of the Approved ICO, NLT will provide the Requesting Licensee a fibre connection from NLT's designated Central Office (or "CO") to the 1st Termination Point of Non-Residential Premise (subject to clause 6.3 and 6.4 in Schedule 2 of the Approved ICO) or otherwise to the FTTB Node of the Non-Residential Premise where the NLT's network ends, for the purpose of providing GPON or OE services.

2.2 Due to requirements imposed by Data Centre operators, NLT will deploy fibre to NLT's Fibre Distribution Frame (FDF) in the Data Centre's designated room (other than the building's public MDF room of the building) determined by the Data Centre operators. This is where NLT's network ends in the Data Centre.

2.3 Where Requesting Licensee requests for Data Centre access for the purpose of providing services to its End-users, NLT shall, subject to Requesting Licensee's payment of the Data Centre Surcharge, provide a fibre connection from NLT's designated Central Office (or "CO") to NLT's FDF in the applicable Data Centre's designated room to facilitate Requesting Licensee's connection into NLT's network. For avoidance of doubt, a fibre connection shall only be connected to a single End-User.

If it chooses so, Requesting Licensee reserves the right to use the Non-Residential building's own in-building ducting, cabling or install in-building cabling from NLT's FDF in the building's public MDF room to its End-Users.

2.4 The Parties hereby agree that notwithstanding the terms and conditions in Schedule 2 of the Approved ICO with respect to the Non-residential End-User Connections, this Agreement shall apply only to End-Users co-locating in the lists of Data Centres in Annex 1 and NLT will not install any Termination Point in the End-Users' equipment rack.

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2.5 The charge component for such Data Centre access shall include a fixed monthly recurring charge ("Data Centre Surcharge") per connection for each Data Centre in Annex 1 of this Agreement. The list may be updated by NLT from time to time.

2.6 The Data Centre Surcharge shall be levied on top of any other charges in Section 2 of Schedule 15 of the Approved ICO. Installation of Network Charge shall not apply unless Requesting Licensee requested for the 1st TP.

2.7 A Cross-Connect, provided by the Data Centre provider, shall connect the End-Users directly to NLT. For the avoidance of doubt, NLT shall not pull any fibre to the End User's equipment rack in the Data Centre.

3. NLT'S OBLIGATIONS

3.1 Save as expressly amended and supplemented by this Agreement, NLT shall provide Requesting Licensee with the Non-Residential End-User Connections upon and subject to the terms and conditions of Schedule 2 of the Approved ICO.

4. LIMITATION OF LIABILITY

4.1 This Clause 4 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.

4.2 In performing its obligations under this Agreement, NLT shall exercise the reasonable skill and care of a competent telecommunications operator.

4.3 Subject to Clause 4.5, neither Party shall be liable to the other Party (whether in contract, in tort, under statute or otherwise for any cause other than for wilful or deliberate breach, acts or omissions) for:

(a) any loss (whether direct or indirect) of profits, revenue, business, anticipated savings, wasted expenditure or goodwill; or

(b) any other consequential or indirect liability, loss or damage,

suffered by the other Party and arising from or in connection with this Agreement.

4.4 Subject to Clause 4.5, if a Party ("**Breach Party**") is in breach of any of its obligations under this Agreement to the other Party (excluding obligations arising under this Agreement to pay monies in the ordinary course of business), or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), the Breach Party's liability to the other Party shall be limited to the total charges paid or payable by Requesting Licensee under this Agreement and/or the Approved ICO during the twelve (12) months prior to the event giving rise to the liability. Where liability arises from a claim of intellectual property infringement, the limitation of liability shall be 3 times the total charges paid or payable by Requesting Licensee under this Agreement and/or the Approved ICO during the twelve (12) months prior to the notice of infringement.

4.5 Neither Party excludes or restricts its liability for death, personal injury, gross negligence or wilful default.

5. TERM AND TERMINATION

5.1 This Agreement shall be conditional and take effect upon the approval of the Authority. This Agreement shall be valid for a period of one (1) year from the date the Authority approves this Agreement. The Parties shall review the terms of this Agreement three (3) months prior to the expiry of this Agreement and may renew this Agreement on such terms and conditions as the Parties may agree, subject always to the Authority's prior approval. Upon request for renewal by the Requesting Licensee, which should be made at least three (3) months prior to the expiry of this Agreement, the Parties may negotiate in good faith such terms and conditions to renew this Agreement and may conclude such negotiation prior to the expiry of this Agreement.

5. 2 The Parties agree that upon IDA approving the tariffs for Data Centre Access under Schedule 15, this Agreement shall be terminated and superseded by the Approved ICO.

5.3 Either party may terminate this Agreement if the other party is in breach of this Agreement.

6. MISCELLANEOUS

6.1 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 with regard to the, the terms of this Agreement shall prevail to the extent of such inconsistency.

6.2 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.

6.3   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.

6.4   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.

6.5   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.

6.6   Governing Law and Submission to Jurisdiction

6.6.1   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.

6.6.2   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.

6.7   Liability of the Trustee-Manager

The Trustee-Manager has assumed all obligations under this Agreement in its capacity as trustee-manager of the NetLink Trust Entities and not in its personal capacity and any obligation or liability of the Trustee-Manager under this Agreement is limited to the assets of the NetLink Trust Entities over which the Trustee-Manager has recourse and shall not extend to any personal or other assets of the Trustee-Manager or its shareholders, directors, officers or employees. For the purpose of this clause, "NetLink Trust Entities" refers to the following entities collectively:
    NetLink Trust Management Services Company Pte Ltd
    NetLink Trust Operations Company Pte Ltd
    OpenNet Pte Ltd.

ANNEX 1

	Data Centre	Data Centre Surcharge (Before GST)	Contract Term (minimum)	Remarks
1.	THE EQUINIX SG1 20 Ayer Rajah Crescent #05-05/08 Singapore 139964	S$50 per connection per month	1 Year	
2.	THE EQUINIX SG2 15 Pioneer Walk, Pioneer Hub #01-02 Singapore 627753	S$50 per connection per month	1 Year	
3.	THE FORT 6 Changi South Lane Singapore 486400	S$50 per connection per month	1 Year	

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

NLT

Signed by _____   )
         (Name of Signatory)   )
for and on behalf of   )
CITYNET INFRASTRUCTURE MANAGEMENT PTE. LTD.
(AS TRUSTEE-MANAGER OF NETLINK TRUST)

)
in the presence of:)
                                         (signature) _____
                                         Title: Chief Executive Officer

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

COLT

Signed by _____   )
         (Name of Signatory)   )
for and on behalf of   )
COLT TECHNOLOGY SERVICES PTE. LTD.   **)**

in the presence of:)
                                         (signature) _____
                                         Title:

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