

Dated

Sep 2022

BETWEEN

NETLINK MANAGEMENT PTE. LTD.

(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)

AND

[REDACTED]

ADDENDUM

**TO EXTENSION OF APPROVED ICO SCHEDULE 2 NON-RESIDENTIAL END-USER
CONNECTION TO THE TELEHOUSE SINGAPORE DATA CENTRE LOCATED AT LEVEL
5 BLOCK 750D CHAI CHEE ROAD ESR BIZPARK @ CHAI CHEE SINGAPORE 469004**

This ADDENDUM is made on

Sep 2022 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] (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 CityNet Infrastructure Management Pte Ltd (in its capacity as trustee-manager of NetLink Trust), the then trustee-manager of NetLink Trust, had entered into a Customised Agreement dated 3 October 2016, to regulate Parties’ respective obligations and responsibilities with regard to the provision of Approved ICO Schedule 2 Non-Residential End-User Connection to the Telehouse Singapore Data Centre.
- B. On 13 April 2017, NetLink Management Pte Ltd succeeded CityNet as trustee-manager of NetLink Trust and was reconstituted as a private trust.
- C. The RL and NLT subsequently signed Supplemental Customised Agreements on 24 August 2018 and 16 October 2020 for the purpose of renewing the CA for a period of two years.
- D. The Parties now wish to extend the term of the CA for a further period of two (2) years on the same terms and conditions commencing from 17 October 2022 and ending on 16 October 2024, and Parties further agree to make amendments to the 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) **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 Monthly Recurring Charge 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 Schedule 2 Non-Residential End-User Connections strictly in accordance with the **Schedule**; and
- c. the RL's liability to make payment to NLT under this Agreement."

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.

