

Dated

2021

SUPPLEMENTAL CUSTOMISED AGREEMENT

Between

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

and

[REDACTED]

**EXTENSION OF SCHEDULE 2 NON-RESIDENTIAL END-USER
CONNECTION TO THE BDX SINGAPORE SIN1 (FORMERLY
KNOWN AS TELSTRA DATA CENTRE) LOCATED AT 110 PAYA
LEBAR ROAD SINGAPORE 409009**

THIS SUPPLEMENTAL CUSTOMISED AGREEMENT (“SUPPLEMENTAL AGREEMENT”)
is made on 2021.

Between

(1) **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

(2) [REDACTED] (Company Registration Number: [REDACTED]), a company incorporated in Singapore with its registered address at [REDACTED], Singapore [REDACTED] (“**Requesting Licensee**”)

(collectively, the “**Parties**”, and each, a “**Party**”).

WHEREAS:

- (A) The Requesting Licensee and CityNet Infrastructure Management Pte. Ltd. (in its capacity as trustee-manager of NetLink Trust), the then trustee-manager of NetLink Trust (“**CityNet**”), entered into a Customised Agreement dated 3 November 2015 (hereinafter referred to as the “**CA**”) to regulate the Parties’ respective obligations and responsibilities with regards to the provision of Schedule 2 Non-Residential End-User Connection to the BDx Singapore SIN1 (formerly known as Telstra Data Centre). The Requesting Licensee and CityNet subsequently signed a Supplemental Customised Agreement on 16 November 2016 for the purpose of extending the term of the CA for an additional 1-year period.
- (B) On 13 April 2017, NetLink Management Pte. Ltd. succeeded CityNet as trustee-manager of NetLink Trust pursuant to sections 20 and 25(1) of the Business Trusts Act. NetLink Trust was subsequently deregistered under the Business Trusts Act on 19 July 2017, and reconstituted as a private trust on the same day. NetLink Management Pte. Ltd. now acts for and on behalf of NetLink Trust in its capacity as trustee.
- (C) The Parties subsequently signed separate Supplemental Customised Agreements on 7 November 2017, 3 October 2018 and 9 December 2019 for the purpose of extending the term of the Customised Agreement for a further 1-year period each time.
- (D) The expiry date of the CA fell on 16 November 2020. Parties had agreed to extend the CA for a further one (1) year commencing on 17 November 2020 and expiring on 16 November 2021 on the same terms and conditions, and now wish to record the agreement in writing.

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 Supplemental Agreement have the meanings given to them in the CA.

2. Pursuant to Clause 7.3 of the CA, the Parties hereby agree that the CA shall be extended for the period between 17 November 2020 until 16 November 2021 (both dates inclusive), unless further renewed as agreed in writing between the Parties. The Parties hereby declare that, prior to the execution of this Supplemental Agreement, Parties had agreed to extend the term of the CA for the aforementioned period.

3. Pursuant to Clause 9.4 of the CA, the Parties hereby agree to amend the CA as follows:

a. The **definition of "TDC"** shall be deleted and substituted with the following new definitions in Clause 1.1 of the CA:

"TDC" means the BDx Singapore SIN 1 Data Centre, which was formerly known as the Telstra Data Centre, and which is located at 110 Paya Lebar Road Singapore 409009

b. The new definition "DC Owner" shall be inserted into Clause 1.1. of the CA:

"DC Owner" means the legal entity that owns and/or operates TDC, and that has the authority to grant NLT the right to install NLT's equipment at the TDC in accordance with the terms of this Agreement.

c. **Clause 2.4 of the CA** shall be deleted in its entirety and replaced with the following:

"2.4 In consideration of NLT agreeing to enter into this Agreement, the Requesting Licensee acknowledges that NLT may be required to enter into a contractual agreement with the DC Owner in relation to the installation of its equipment at the TDC ("DC Owner Agreement") which may include payment of charges to the DC Owner to install, provide, provision or procure such resources as may be necessary ("Data Centre Deployment Charge") for the installation. In the event that NLT is required to pay any Data Centre Deployment Charge or any other charges relating thereto, the Requesting Licensee agrees to bear all such charges for such periods and on such terms and conditions as those to which NLT is bound."

d. **Clause 3.1 of the CA** shall be deleted in its entirety and replaced with the following:

"3.1. Due to requirements imposed by the DC Owner and in view of the Requesting Licensee's needs, the Requesting Licensee shall comply with the procedures set out below:-

3.1.1. submit an order in the format prescribed in Schedule 2 of the Approved ICO and notify NLT via email enclosing the particulars of the order that was submitted;

3.1.2. the Schedule 2 Non-Residential End-User Connection shall be used solely to establish a Non-Residential End-User Connection under Schedule 2 from NLT's Central Office to the Requesting Licensee's equipment in the Data Centre's Designated Room and thereafter to an identified End-User of the Requesting Licensee, as a Service Provider;

- 3.1.3. upon receipt of the Requesting Licensee's e-mail, NLT shall provide the Non-Residential End-User Connection requested in the order in accordance with the process set out in Schedule 2 of the Approved ICO including, where necessary, the conduct of a joint site survey with the Requesting Licensee and the DC Owner to review the suitability of the Data Centre's Designated Room and, where applicable, provide a quotation for the Requesting Licensee's acceptance; and
- 3.1.4. the Requesting Licensee shall procure from the DC Owner at its own expense a Cross-Connect to:-
 - (a) provide the connection from the Requesting Licensee's equipment directly to NLT's equipment in the Data Centre's Designated Room; and/or
 - (b) provide the connection from the Requesting Licensee's equipment directly to its identified End-User.

For the avoidance of doubt, NLT shall not be responsible for the cost, installation or maintenance of the Cross Connect cable described in this Clause 3.1.4.

The Requesting Licensee shall inform NLT when the Cross-Connect is ready for use before NLT is able to provide the Data Centre Connection at TDC.

- 3.1.5. The Requesting Licensee shall be responsible for procuring, applying for and obtaining the requisite approvals, consents or certifications from relevant authorities or parties as may be necessary in order for the Requesting Licensee to accomplish its request."

- e. **Clause 3.3 of the CA** shall be deleted in its entirety and replaced with the following:

"3.3. The Requesting Licensee hereby agrees as follows:

- 3.3.1. that it will agree, accept and comply with any change, variation, amendment or modification of this Agreement and/or the quotation referred to in Clause 2.1.3 above where such change, variation, amendment or modification arises out of or due to the DC Owner Agreement;
- 3.3.2. to pay the Data Centre Deployment Charge without any right of set-off or deduction against any claims the Requesting Licensee may have against NLT;
- 3.3.3. that NLT is entitled to amend, vary or change the Data Centre Deployment Charge or any part thereof upon notification to the Requesting Licensee. There shall be no obligation on NLT to give the Requesting Licensee any minimum period of notice before such amendment, variation or change becomes effective;

3.3.4. NLT is entitled to charge the Requesting Licensee a project management and administration fee in addition to such sums that NLT is required to pay to the DC Owner; and

3.3.5. in the event this Agreement is terminated for any reason or the Requesting Licensee ceases to be a telecommunication licensee then the Requesting Licensee shall remain liable to pay the Data Centre Deployment Charge for the balance of the period under the DC Owner Agreement ("Outstanding Deployment Charge") and NLT is entitled to recover such Outstanding Deployment Charge as a debt due and owing by the Requesting Licensee together with interest."

f. **Clause 4.2 of the CA** shall be deleted in its entirety and replaced with the following:

"4.2. Upon receipt of the Requesting Licensee's request for a Data Centre Connection at TDC and the requisite approval by the DC Owner, NLT shall install its Fibre Distribution Frame within such area as may be designated by the DC Owner other than in the building's public MDF room. Such a Fibre Distribution Frame ("NLT's External FDF") shall be owned by NLT and may only be accessed by NLT. NLT reserves all rights to refuse to install the NLT's External FDF in the event that the area designated is unsuitable for the installation or is likely to cause damage to NLT's External FDF and/or equipment."

4. Save for the amendments stated in this Supplemental Agreement, all the other provisions in the CA shall remain unchanged and shall continue in full force and effect.
5. NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Supplementary Co-Location 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 Supplementary Co-Location Agreement is limited to the assets of NetLink Trust, 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.
6. This Supplemental Agreement shall be deemed to come into effect on the day and year first written above.
7. This Supplemental Agreement 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 Agreement 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.
8. A party who is not a Party to this Supplemental Agreement shall not be able to enforce any right under or derive any benefit from this Supplemental Agreement.
9. This Supplemental Agreement shall be governed by and construed in accordance with the laws of Singapore and the Parties irrevocably submit to the exclusive jurisdiction of the Singapore courts.

