

Dated

Nov 2022

BETWEEN

**NETLINK MANAGEMENT PTE. LTD.**

**(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)**

AND

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**ADDENDUM**

**TO CUSTOMISED AGREEMENT DATED 17 SEPTEMBER 2019 FOR PROVISION OF 1:16 NBAP  
CONNECTIONS UNDER TENDER NO. GVT (T) 17032 IN SUPPORT OF CONTRACT WITH**

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This ADDENDUM is made on            Nov 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)     ██████████ (Company Registration Number: ██████████), a company incorporated in Singapore with its registered address at ██████████ Singapore ██████████ (the “**Requesting Licensee**” or “**RL**”).

NLT and the RL shall hereinafter be collectively referred to as the “**Parties**”, and individually as “**Party**”.

**WHEREAS:**

- A.     NLT and the RL entered into a Customised Agreement for the Provision of Non-Building Address Point Connections in relation to Tender No. GVT (T) 17032 issued by the Government Technology Agency for the Provision of Network Bandwidth Connectivity Services for Government Ministries and Departments, Statutory Boards, Organs of State and Other Participating Entities on 31 May 2018 (the “**Main GovTech CA**”). The Main GovTech CA was subsequently amended in accordance with the terms and conditions set out in the Addendums dated 16 October 2018 and 14 May 2019.
- B.     The RL has entered into a contract with the ██████████ (“████████”) based on the terms of Tender No. GVT (T) 17032 (the “████████”).
- C.     The RL and NLT had entered into a Customised Agreement, which is separate from and independent of the RL’s ICO Agreement, to regulate Parties respective obligations and responsibilities with regard to the provision by NLT of a second 1:16 NBAP Connection at each of the Authorised Health Facilities in support of the ██████████ on 17 September 2019. (hereinafter referred to as the “**CA**”)
- D.     The CA will expire on 26 September 2022. The Parties now agree to extend the term of the CA on the same terms and conditions commencing from 27 September 2022 and ending on 4 April 2028, and Parties further agree to amend Clause 8 of the CA and Paragraph 5.5 of Annex 1 of the CA to reflect the change in Parties liabilities and NLT’s transfer requirement, respectively. Parties also agree to include additional line items into Annex 3 of the CA.

**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 9.4 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 (as set out in Annex 2 of the Main GovTech CA) 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 1:16 NBAP Connections in accordance with Annex 1; and
  - c. the RL's liability to make payment to NLT under this Agreement."
- (b) **Paragraph 5.5 of Annex 1** of the CA shall be deleted in its entirety and replaced with the following provision:
- "5.5 All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. Wherever possible, NLT shall use its existing ducts and manholes to fulfil a Request. Where, in NLT's sole opinion, NLT's existing ducts and/or manholes are unable to fulfil a Request, NLT shall in its sole discretion determine whether the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes.
- (a) In the event that NLT in its sole discretion determines that the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes, NLT shall notify the RL of the same. Upon the RL's confirmation that NLT should nonetheless fulfil the Request, NLT shall dig, trench, construct and install such new ducts and/or manholes as NLT in its sole discretion deems necessary to fulfil the Request, and shall further be entitled to charge the RL for all works undertaken and all costs and expenses incurred in this relation to such new ducts and/or manholes. For the avoidance of doubt, such new ducts and/or manholes shall belong to NLT.
  - (b) In the event that NLT in its sole discretion determines that new ducts and/or manholes cannot be dug, trenched, constructed and/or installed to fulfil the

Request, NLT shall notify the RL that NLT will require the assignment and/or transfer of the RL's existing ducts and/or manholes to fulfil the Request. Upon the RL's confirmation that NLT should nonetheless fulfil the Request, Parties shall negotiate in good faith for the said assignment and/or transfer of the RL's existing ducts and/or manholes and effect the same by entering into an agreement which shall include the following terms:

- (i) The ducts and/or manholes to be assigned and/or transferred to NLT free and clear of any and all encumbrances;
- (ii) The price payable by NLT to the RL for the said ducts and/or manholes;
- (iii) That the RL warrants that the relevant ducts and/or manholes are in good working condition, and are free from defect, deformity, damage, breakage and/or blockage; and
- (iv) That the RL shall do and cause to do all such acts, deeds and things for the purpose of assigning or transferring the relevant ducts and/or manholes in the name and in favour of NLT.

For the avoidance of doubt, there shall be separate agreements for each Request that needs to be fulfilled by the assignment and/or transfer of the RL's existing ducts and manholes.”

- (c) The following line items shall be inserted into **Annex 3 of the CA**:



- 3. Save for the amendments stated in this Addendum all other provisions in the CA shall remain unchanged and shall continue in full force and effect.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.

