

Dated

2021

BETWEEN

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

AND

██████████

ADDENDUM

**TO CUSTOMISED AGREEMENT DATED 8 DECEMBER 2020 FOR
PROVISION OF DC CONNECTIONS FOR ENTERPRISE SERVICES**

This ADDENDUM is made on [

2021 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] Singapore [REDACTED] (the "**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 DC Connections for Enterprise Services on 8 December 2020 (hereinafter referred to as the "**CA**"). Under the terms of the CA,
- B. IMDA has since approved a new version of the Customised Agreement for the Provision of DC Connections ("**New DC Agreement**") which is identical to the CA, save for Clause 7 and Annex 3, which contain substantive changes. The New DC Agreement also differs from the CA in that typographical and other minor errors have been corrected.
- C. The Parties now intend to vary the terms and conditions of the CA in order to incorporate the changes that have been made to the New DC Agreement.

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, the Parties agree that the CA shall be amended as follows with effect from the date of this Addendum:
 - (a) The definition of "Data Centre" or "DC" is deleted and substituted with following new definitions in **Clause 1.1 of the CA**:

"**Data Centre**" or "**DC**" means a data centre that is listed on the DC Centre List, at which telecommunications equipment belonging to the RL is installed, and that is indicated on the Request as the A-end and/or B-end of a DC Connection;
 - (b) The following new definition of "Data Centre List" shall be inserted into **Clause 1.1. of the CA**:

"**Data Centre List**" means the list of data centres published at the URL stated in **Annex 2**;
 - (c) **Clause 2 of the CA** shall be deleted in its entirety and replaced with the following clause:

"2. NLT'S OBLIGATIONS

2.1 Upon request made by the RL in accordance with the terms and conditions specified herein, NLT shall provide DC Connections to the RL for the exclusive purpose of providing Enterprise Services to the RL's Direct End-Users."

- (d) **Paragraph 1.6 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“1.6 The RL shall be entitled to request for DC Connections that serve any of the data centres listed on the DC Centre List, save that NLT shall be entitled to remove or add data centres from/to the DC Centre List at its sole discretion by giving the RL written notice of the changes.”

- (e) **Paragraph 3.1 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“3.1. The RL shall submit each Request via email at DCorders@netlinkbn.com using the form set out in **Annex 4**. NLT shall communicate the Application Reference Identifiers that are assigned to the DC Connections that are offered at a later date. Each Request shall indicate the Application Reference Identifier, and NLT shall not be liable for any loss incurred by the RL in the event that an incorrect Application Reference Identifier is stated in the Request.”

- (f) **Paragraph 4.4 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provisions:

“4.4. A claim by the RL shall be made in writing within thirty (30) Calendar Days of the completion of the relevant calendar month on which the Service Level Guarantees are measured. The amount in respect of any claim shall be paid to the RL in the form of a rebate. The RL acknowledges that a failure to make a claim within the specified timeframes under this paragraph means that the RL waives any entitlement to the relevant rebate. NLT will respond within (30) Calendar Days from the date of claim stating whether the claim by the RL: is (a) valid for rebates; or (b) is an invalid claim. Where NLT assessed that the RL’s claim is invalid, NetLink Trust will explain its basis or require the RL to provide additional information. For valid claims submitted within the timeframe, NLT shall provide the rebate in its next invoice.”

- (g) **Paragraph 4.6 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provisions:

“4.6. The Service Level Guarantees and rebates provided by NLT are of an ex-gratia nature and personal to the RL and are non-transferable.”

- (h) **Sub-paragraph 4.7(c) of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“(c) NLT is unable to obtain or maintain any licence or permission necessary to the restoration of the DC Connection despite using its best endeavours to obtain expeditiously or maintain such licence or permission. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by NLT, the time taken by NLT to obtain or maintain any licence or permission necessary to the restoration of the DC Connection shall always be excluded. Provided that in the event that the RL raises a dispute as to whether NLT has used its best endeavours to obtain or maintain the licence/permission, NLT will provide evidence that it has used such best endeavours;”

- (i) **Paragraph 4.8 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“4.8.

Where a DC Connection serves a DC that falls under Category A on the DC Centre List, the estimated period required by NLT to provision that DC Connection using the existing NLT infrastructure is one (1) calendar month, and approximately three (3) calendar months are required to provision a DC Connection where there is no existing NLT infrastructure. Where a DC Connection serves a DC that falls under category B on the DC Centre List, NLT will work directly with the relevant Direct End-User to establish an agreeable timeline. The RL acknowledges and accepts that the aforementioned timelines are purely indicative, and that the actual time required to provision each DC Connection shall depend on the availability of access to the TP location, actual site conditions, the grant of the necessary licences, permits, consents, waivers and authorization by the relevant building management or any other party, and any unforeseen circumstances beyond the control of NLT.

- (j) **Paragraph 6.2 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“6.2. The fees set out in **Annex 3** shall be valid until the occurrence of the earlier of the following events:

- (a) the expiration of the Agreement; or
- (b) until such time the Authority reviews the prices of the Mandated Services offered by NLT pursuant to the terms of the Approved ICO. In the event there is any change to such prices that affects the fees set out in **Annex 3**, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further DC Connections at the fees set out in **Annex 3**. The RL acknowledges that there may be a need to enter into a new agreement on revised tariffs and terms and conditions approved by the Authority at the relevant time, in which case this Agreement shall be terminated by mutual agreement without liability on the part of either Party, save that both Parties shall settle any payments which have accrued at the time of termination.”

- (k) **Paragraph 8.2 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“8.2. Upon termination of an existing DC Connection at any time, the RL shall arrange for the Removal of the TP or any part of the Network as currently installed, and shall bear the charges relating to any reinstatement work to be performed by NLT in relation to the Removal at the RL’s request as specified in **Annex 3** of this Agreement. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of this Agreement.”

- (l) **Annex 2 of the CA** shall be substituted and replaced by the new Annex 2 that is set out in the Appendix to this Addendum. For the avoidance of doubt, all references to “Annex 2” in the CA shall mean the “Annex 2” set out in the Appendix to this Addendum.

- (m) **Annex 3 of the CA** shall be substituted and replaced by the new Annex 3 that is set out in the Appendix to this Addendum. For the avoidance of doubt, all references to “Annex 3” in the CA shall mean the “Annex 3” set out in the Appendix to this Addendum.

- (n) **Annex 6 of the CA** shall be substituted and replaced by the new Annex 6 that is set out in the Appendix to this Addendum. For the avoidance of doubt, all references to “Annex 6” in the CA shall mean the “Annex 6” set out in the Appendix to this Addendum.

3. The CA and this Addendum shall be read and construed as one document and this Addendum shall be considered as part of the CA. Accordingly, the term "Agreement" as used in the CA, and all references to the CA, howsoever expressed, in all other instruments and agreements executed thereunder or pursuant thereto, shall for all purposes refer to the CA as varied, supplemented or amended by this Addendum.
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 and 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. NetLink Management Pte. Ltd. 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 NetLink Management Pte. Ltd. under this Addendum 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.

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

NETLINK MANAGEMENT PTE. LTD. (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:)



(signature) _____
 Title:

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

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:)

(signature) _____
 Title:

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


 Signed by _____)
 (Name of Signatory))
 for and on behalf of)
)
 in the presence of:)

(signature) _____
 Title:

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

APPENDIX

ANNEX 2

List of DCs covered by NetLink Trust

The list of Data Centres covered under this Agreement, and all subsequent updates to the list made by NLT pursuant to paragraph 1.6 of Annex 1, is published at <https://www.netlinktrust.com/our-services/our-service/general-information/data-centres.html>.

ANNEX 3

CHARGES

The charges that apply to DC Connections and related services are set out below.

1. Applicable MRC Pricing

<u>Tenor (months)</u>	<u>Applicable MRC</u>
	DC Connection comprising one (1) fibre strand
12	\$1,250 per fibre strand

2. Applicable One-time Charge Pricing

S/N	Description of Charges	Amount
1.	One – Time Installation Charge (“OTC”)	\$1,500 per DC Connection involving (a) one (1) fibre handover at DC MMR (or Main Distribution Frame Room) at both A-end and B-end; or (b) one (1) fibre handover at DC MMR (or Main Distribution Frame Room) at A-end and one (1) TP installation at Non-Residential Premise, with fibre length up to 80 metres from the FTTB Node to the TP. Where the fibre length from the FTTB Node to the TP exceeds 80 metres, additional charges shall be imposed on a Cost-Oriented Basis.
2.	Site Survey	\$76 per site survey

3. Cancellation Charges

S/N	Description of Charges	Desktop Study	Site Survey Charge	Incidental Charge
1.	Cancellation Charges due to RL 's rejection of desktop study report	\$50 per Request	Not applicable	Not applicable
2.	Cancellation Charges after acceptance of desktop study report and before commencement of site survey	\$50 per Request	Not applicable	Not applicable
3.	Cancellation Charges after acceptance of desktop study and commencement of site survey and before acceptance of the Quotation	\$50 per Request	\$76 per site survey	Not applicable

4.	Cancellation Charges after acceptance of the Quotation by the RL	\$50 per Request	\$76 per site survey	On a Cost-Oriented Basis
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4. Termination Charges

S/N	Description of Charges	Amount
1.	Early Termination Charge	Total Applicable MRC payable for the remaining Connection Period for each DC Connection.
2.	Charges for Removal of TP and other reinstatement works upon termination of existing DC Connection pursuant to paragraph 8.2 of Annex 1	\$190 for each DC Connection

5. Other Charges

S/N	Description of Charges	Amount
1.	High level routing information	\$275 per Request

6. Fault Identification Charge

Description	Charge (\$\$)
Minimum charge (per visit up to first two hours)	\$64

Subsequent hourly blocks will be charged according to the rates listed below.

Period	Time	Rate (\$\$/hr)
Monday to Friday	9.00 am to 5.00 pm	\$20
Monday to Friday	After 5.00 pm to 9.00 am the next day	\$30
Saturday	9.00 am to 1.00 pm	\$20
Saturday	After 1.00 pm to 12.00 am the next day	\$30
Sundays and Public Holidays	12.00 am to 9.00 am the next day	\$40

For avoidance of doubt, the maximum quantum for the fault identification charge will be based on the first four (4) hours of fault investigation.

Cancellation charge for fault reported

Description of Charge	Charge (\$\$)
Cancellation of fault reported	\$10 per Request

ANNEX 6

REQUEST FORM FOR TROUBLE TICKET TO RL

Date of Application (dd/mm/yyyy):		
Section A: Particulars of End User		
End User Name:	End User Designation. :	
End User Company Name:		
End User E-mail Address:	End User Contact No:	
	(Mobile)	(Office)

Section B: Particulars of DC Connection Request
ORI which End User want to file a Trouble Ticket:
Remarks:

Section C: Undertaking		
<p>*I/We accept the NetLink Trust's Terms and Conditions for DC Connection, including any amendments NetLink Trust may make from time to time to those terms and conditions.</p> <p>*I/We confirm that all the information herein given is true and correct.</p> <p>Signed for on behalf of the applicant by its Authorised Officer:</p>		

_____ Signature of Authorised Officer	_____ Date (dd/mm/yyyy)	_____ *Firm/Company Stamp (if applicable)
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For Official Use Only

Trouble Ticket taking	
<input type="checkbox"/> Application accepted	Date:
Trouble Ticket Identifier:	
<input type="checkbox"/> Application rejected	Date:
Reason for rejection:	
Documents verified & submitted by:	
_____ NetLink Trust Personnel / Signature	
Trouble Ticket Rectified	
<input type="checkbox"/> Trouble Ticket Rectified	Date of Rectification:
Start Date :	
Start Time :	
End Date :	
End Time :	
Remarks:	

Verified by:

NetLink Trust Personnel / Signature