

Dated

2022

BETWEEN

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

AND

██████████



**ADDENDUM**

**TO CUSTOMISED AGREEMENT DATED 20 JUNE 2013 FOR CO-LOCATION AGREEMENT (NON-STANDARD RACK SIZE)**



This ADDENDUM is made on

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] Singapore [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 Requesting Licensee and OpenNet Pte. Ltd. had, on 20 June 2013, entered into a Co-Location Agreement (Non-Standard Rack Size) (the “**CA**”), which sets out each party’s respective obligations and responsibilities with regards to the use of racks whose dimensions do not comply with Schedule 12 of the Approved ICO. The Requesting Licensee, OpenNet Pte. Ltd., and CityNet Infrastructure Management Pte. Ltd had, on 1 October 2014, entered into a Novation Agreement (the “**Novation Agreement**”) to novate all rights, benefits, title, interests and obligations of OpenNet Pte. Ltd. under the CA to CityNet Infrastructure Management Pte. Ltd., acting in its capacity as the then appointed trustee-manager of NetLink Trust.
- B. On 13 April 2017, NetLink Management Pte. Ltd. succeeded CityNet Infrastructure Management Pte. Ltd as trustee of NetLink Trust.
- C. Parties executed an Addendum to the CA on 23 October 2018 to amend the specifications in Schedule 1 of the CA. The Parties also entered into separate Supplemental Co-Location Agreements on 13 June 2018, 13 June 2019, 8 June 2020 and 21 April 2021 to extend the term of the CA to 20 June 2022.
- D. Parties now agree to extend the term of the CA for a further period of two (2) years on the same terms and conditions commencing from 21 June 2022 and ending on 20 June 2024, and Parties further agree to amend Clause 5 of the CA to reflect the change in 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) The definition of “Code” is deleted and substituted with the following new definition in **Clause 1.1 of the CA**:

“**Code**” means the NetCo Interconnection Code 2020 issued by the Authority pursuant to section 26(1) of the Act, which came into operation on 22 April 2020, or its successor code of practice, and as may be amended from time to time;

(b) The following new definition of "Effective Date" shall be inserted into **Clause 1.1 of the CA**:

**"Effective Date"** means the date on which the Authority approves or is deemed to have approved this Agreement;

(c) **Clause 5 of the CA** shall be deleted in its entirety and replaced with the following provision:

**"5. LIMITATION OF LIABILITY**

5.1 This Clause 5 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.

5.2 Subject to Clause 5.4, 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.

5.3 Subject to Clause 5.4, 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 for the Co-Location Space (as set out in Schedule 15 of the ICO) paid or payable by the RL during the twelve (12) months prior to the event giving rise to the liability.

5.4 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury. Nothing in this Clause 5 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 Co-Location Space strictly in accordance with Schedule 1; and
- c. the RL's liability to make payment to NLT under this Agreement."

3. Save for the amendments stated in this Addendum, and subject to the terms of the Novation Agreement, 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.

