

PRIVATE & CONFIDENTIAL

Dated

BETWEEN

NETLINK MANAGEMENT PTE. LTD.

(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)

AND

[REDACTED]

1ST ADDENDUM

TO CUSTOMISED AGREEMENT DATED 3 JANUARY 2025

FOR PROVISION OF DC CONNECTIONS FOR ENTERPRISE SERVICES

This ADDENDUM is made on

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 [REDACTED], Singapore [REDACTED] (the "Requesting Licensee (**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 on 3 January 2025 (the "**CA**") to regulate Parties' respective obligations and responsibilities with regard to the provision of DC Connections for the purpose of providing Enterprise Services to the RL's Direct End-Users.
- B. The Parties now agree to vary the terms and conditions 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, the Parties agree that the CA shall be amended as follows from the date of this Addendum:

- (a) The following definitions at Clause 1.1 of the CA shall be deleted in its entirety and replaced with the following:

"**Applicable MRC**" means the Monthly Recurring Charge that applies to a DC Connection based on the Connection Period indicated by the RL in accordance with **paragraph 2.1 of Annex 1**;

"**Connection Period**" means the tenure of a DC Connection which the RL has indicated in a Request via **Annex 4**;

"**Data Centre**" or "**DC**" means a data centre that is listed on the DC 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;

"**DC List**" means the list of Data Centres and Submarine Cable Landing Station published at the URL stated in **Annex 2**;

- (b) The following new definitions shall be inserted at Clause 1.1 of the CA:

"**Commencement Date**" means the 1st day of the calendar month immediately following the Effective Date;

“End-User” means a customer who is a business end user;

“Ready For Service” or **“RFS”** means the date that NLT completes the installation of the DC Connection as notified to the RL;

“Removal” means removal of any termination point or any part of the NLT Network as currently installed;”

- (c) Clause 7.2 of the CA shall be deleted in its entirety and replaced with the following provision:

“7.2 This Agreement shall expire eight (8) years after the Effective Date of the Agreement (“Term”) unless renewed in accordance with Clause 7.3.”

- (d) Paragraph 1.2 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

“1.2 The RL must provide the address of the DC that shall serve as the handover location. For the avoidance of doubt, the RL shall not be permitted to submit any self-provide order under this Agreement.”

- (e) Paragraph 1.4 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

“1.4 The Parties acknowledge and agree that NLT’s demarcation will end at NLT’s Network, in that NLT’s Network in respect of the DC Connection provided under this Agreement shall be deemed to end at the termination point (“TP”) installed at the B-end.”

- (f) Paragraph 1.5 of Annex 1 of the CA shall be deleted in its entirety.

- (g) 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 List in **Annex 2**, save that NLT shall be entitled to remove or add data centres from/to the list at its sole discretion by giving the RL written notice of the changes.”

- (h) Paragraph 1.7 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

“1.7 In the event that NLT is no longer able to provide a DC Connection in accordance with the terms of this Agreement due to the decisions made by the DC operators, which shall include but are not limited to the closure of a DC, increases in charges, and the introduction of new access restrictions, NLT shall give the RL not less than six (6) months’ notice of the termination of the affected DC Connection. For the avoidance of doubt, the RL shall not be liable for any Early Termination Charge in the event that a DC Connection is terminated early pursuant to this paragraph, but **paragraph 8.2** shall still apply.”

- (i) Paragraph 2.1 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

“2.1 The Applicable MRC for a DC Connection shall be determined in accordance with the “Applicable MRC” table set out in **Annex 3**. The Connection Period of each DC Connection shall be calculated commencing from the RFS date as advised by NLT.”

- (j) Paragraph 2.2 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

“2.2 The termination of an active DC Connection before the expiry of the Connection Period shall be subject to an Early Termination Charge that is equivalent to the total aggregate Applicable MRC which would have been payable during the remainder of the Connection Period.”

- (k) The following new “Check-in Rebate” section encompassing Paragraphs 2.3 to 2.5 shall be inserted in Annex 1 of the CA:

“Check-in Rebate

2.3 On the last day of each twelve (12)-month period from the Commencement Date (hereinafter, “**Check-In Date**”), NLT will check on the total number of active DC Connections.

2.4 NLT shall grant the RL an amount of rebate as determined in accordance with the table set out below (“**Check-In Rebate**”):

Rebate Per Active DC Connection

No. of Active DC Connections on the relevant Check-In Date	Connection Period (Months)				
	12	24	36	60	84
	Check-In Rebate (for each Active DC Connection and for each month within the relevant Connection Period)				
1 to 5	\$0	\$0	\$0	\$0	\$0
6 to 10	\$250	\$200	\$130	\$100	\$80
11 to 15	\$400	\$320	\$260	\$200	\$180
>15	\$550	\$450	\$380	\$300	\$250

Illustrations of the calculation method of the Check-In-Rebate are provided at **Annex 7**.

2.5 The Check-In Rebate that is payable shall be credited to the RL’s account and the credit shall be reflected in the next invoice issued by NLT. For the avoidance of doubt, where a DC Connection is only active for a part of a month, the amount of the Check-In Rebate will be pro-rated accordingly.”

- (l) 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 only submit a Request for DC Connections from Commencement Date. The RL shall satisfy the requirements set out in **paragraphs 1.8 and 1.9** above (if applicable) before submitting each Request via email at DCorders@netlinknbn.com using the form set out in **Annex 4**. NLT shall communicate the Application Reference Identifiers that are assigned to the respective Connection Periods of the DC Connections that are offered under **Annex 3** 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.”

- (m) Paragraph 3.2 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

“3.2 The RL may indicate in the Request if they require Routing Information (defined below). The Routing Information Charge as specified under **Annex 3** shall be waived upon service activation of the DC Connection for which the Routing Information has been requested for. For the avoidance of doubt, the Routing Information Charge will not be waived if the Request has been cancelled by the RL.”

- (n) Paragraph 3.4 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

“3.4 Where the Request is accepted by NLT, NLT shall conduct a desktop study to evaluate the feasibility of supplying the DC Connection, and shall issue a desktop study report on the details of the proposed deployment of the DC Connection, which may include (but is not limited to) the following information:

- (a) Distance of the proposed fibre route;
- (b) The theoretical signal loss applicable for the proposed fibre route; and
- (c) High-level routing information (hereinafter referred to as the “**Routing Information**”), where expressly requested by the RL.”

- (o) Paragraph 3.9.3 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

“3.9.3 The RL shall assist NLT by providing access to the necessary existing facilities within the relevant Building for the deployment of the DC Connection which may include (but are not limited to) the cable trunking leading to the TP location. For the avoidance of doubt, all other costs arising from the DC Connection as incurred by NLT (including but not limited to creation of access panel opening or panel, installation of cable tray, other relevant work and security escort services) shall be separately charged by NLT and paid for by the RL;”

- (p) Paragraph 3.9.4 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

“3.9.4 In the event that NLT is unable to deploy the DC Connection using existing facilities, NLT shall revise the Quotation to include NLT’s charges for building new facilities, which shall be calculated on a Cost-Oriented Basis, and the revised Quotation shall be submitted for the RL’s approval. The RL must provide its acceptance of the revised Quotation within ten (10) Business Days. In the event that the RL fails to formally accept the revised Quotation within the aforementioned period, the Request shall be deemed cancelled and the RL shall be liable to pay the Cancellation Charges stipulated in **Annex 3**, and all costs that NLT has already incurred under the original Quotation accepted by the RL under **paragraph 3.9.2** above; and”

- (q) 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 in **Annex 2**, 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 in **Annex 2**, NLT will work directly with the relevant RL 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.”

- (r) Paragraph 4.12 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

“4.12 NLT will review the Service Level Guarantees periodically and may revise the Service Level Guarantees, the corresponding rebates set out in **paragraphs** Error! Reference source not found. and Error! Reference source not found. above, and the rules described in **Annex 5**, at its discretion following such review, subject to IMDA’s approval. In the event that IMDA approves the aforementioned revision of the Service Level Guarantees and corresponding rebates, NLT shall notify the RL of the revisions in writing and the revisions shall take effect two (2) calendar months from the date of such notification, subject to any direction by IMDA.”

- (s) Annex 3 of the CA shall be deleted in its entirety and replaced by the new Annex 3 attached to this Addendum. For the avoidance of doubt, all references to “Annex 3” in the CA shall mean the “Annex 3” attached to this Addendum.

- (t) Annex 4 of the CA shall be deleted in its entirety and replaced by the new Annex 4 attached to this Addendum. For the avoidance of doubt, all references to “Annex 4” in the CA shall mean the “Annex 4” attached to this Addendum.

- (u) Insertion of new Annex 7 to the CA.

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 and 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. 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.

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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:

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)
)
)
(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:

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(signature)_____
Title:

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

██████████

Signed by _____
(Name of Signatory)
for and on behalf of
██████████

in the presence of:

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(signature)_____
Title:

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

ANNEX 3

CHARGES

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

1. Applicable MRC

	Connection Period				
	12 months	24 months	36 months	60 months	84 months
MRC Per DC Connection	\$1,250	\$1,100	\$980	\$800	\$680

2. Applicable One-time Charges

S/N	Description	Charge (S\$)
1.	One-Time Installation Charge ("OTC")	<p>Applicable to Connection Periods of 12 months, 24 months and 36 months</p> <p>\$1,500 per DC Connection involving</p> <ul style="list-style-type: none">(a) one (1) fibre handover at DC MMR (or Main Distribution Frame Room) at both A-end and B-end;(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, or(c) one (1) fibre handover at DC MMR (or Main Distribution Frame Room) at A-end and one (1) TP installation at Non-Building Address Point, <p>with fibre length up to 80 metres from the FTTB Node to the TP.</p> <p>Where the fibre length from the FTTB Node to the TP exceeds 80 metres and where digging and/or trenching works are required, additional charges shall be imposed on a Cost-Oriented Basis.</p> <p>Applicable to Connection Periods of 60 months and 84 months</p>

		<p>\$0 per DC Connection involving</p> <p>(a) one (1) fibre handover at DC MMR (or Main Distribution Frame Room) at both A-end and B-end;</p> <p>(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, or</p> <p>(c) one (1) fibre handover at DC MMR (or Main Distribution Frame Room) at A-end and one (1) TP installation at Non-Building Address Point,</p> <p>with fibre length up to 80 metres from the FTTB Node to the TP.</p> <p>Where the fibre length from the FTTB Node to the TP exceeds 80 metres and where digging and/or trenching works are required, additional charges shall be imposed on a Cost-Oriented Basis.</p>
2.	Site Survey	\$85 per site survey

3. Cancellation Charges

S/N	Description	Desktop Study Charge	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	\$85 per site survey	Not applicable
4.	Cancellation Charges after acceptance of the Quotation by the RL	\$50 per Request	\$85 per site survey	On a Cost-Oriented Basis

4. Termination Charges

S/N	Description	Charge (\$\$)
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. Routing Information Charge

Description	Charge (\$\$)
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.

7. Cancellation Charge for Fault Reported

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

ANNEX 4

REQUEST FORM FOR DC CONNECTION

Date of Application (dd/mm/yyyy):	
Application Reference Identifier:	
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 for Enterprise Service	
Recipient of Enterprise Service (if applicable):	
A-End Address: Postal Code ()	B-End Address: Postal Code () Please fill in GPS Coordinates for NBAP location.
Connection Period of DC Connection (Please tick (✓) the relevant box) <input type="checkbox"/> 12 months <input type="checkbox"/> 24 months <input type="checkbox"/> 36 months <input type="checkbox"/> 60 months <input type="checkbox"/> 84 months	
Expected distance/ dB loss between A-End and B-End:	

Request for Activation date (dd/mm/yyyy):
Routing Information (Please tick (✓) the relevant box) <input type="checkbox"/> Yes, Required <input type="checkbox"/> No, Not Required
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>		
<div style="border-bottom: 1px solid black; height: 40px; margin-bottom: 5px;"></div> Signature of Authorised Officer	<div style="border-bottom: 1px solid black; height: 40px; margin-bottom: 5px;"></div> Date (dd/mm/yyyy)	<div style="border-bottom: 1px solid black; height: 40px; margin-bottom: 5px;"></div> *Firm/Company Stamp (if applicable)

For Official Use Only**Order Taking**☐ Application accepted

Date:

Order Reference Identifier:

Service Reference:

☐ Application rejected

Date:

Reason for rejection:

Documents verified & submitted by:

NetLink Trust Personnel / Signature**Order Completed**☐ Order Completed

Date of Completion:

Date of Notification:

Remarks:

Verified by:

NetLink Trust Personnel / Signature

ANNEX 7

ILLUSTRATIONS

Example 1:

At Check-In Date on 31 August 2026, RL A has 5 DC Connections with 84-month Connection Period; and with RFS date of 30 June 2026.

- Monthly MRC Rate: \$680
- Rebate per DC Connection: \$0 (as the number of connections falls within 1-5 DC Connections)
- Total Check-In Rebate: $5 \times \$0 \times 2 \text{ months} = \0

Example 2:

At Check-In Date on 31 August 2026, RL B has:

- 6 DC Connections with 12-month Connection Period; and with RFS date of 31 December 2025.
- 6 DC Connections with 84-month Connection Period; and with RFS date of 31 January 2026.

- Monthly MRC Rate(s): \$1250 (12-month) and \$680 (84-month)
- Rebate per DC Connection with 12-month Connection Period: \$250 (as the number of connections falls within 6-10 DC Connections)
- Rebate per DC Connection with 84-month Connection Period: \$80 (as the number of connections falls within 6-10 DC Connections)
- Total Check-in Rebate = $(6 \times \$250 \times 8 \text{ months}) + (6 \times \$80 \times 7 \text{ months}) = \$15,360$

Example 3:

At Check-In Date on 31 August 2026, RL C has:

- 6 DC Connections with 12-month Connection Period; and with RFS date of 20 November 2025.
- 3 DC Connections with 60-month Connection Period; and with RFS date of 1 August 2026.

- Monthly MRC Rates: \$1250 (12-month) and \$800 (60-month)
- Rebate per DC Connection with 12-month Connection Period: \$250 (as the number of connections falls within 6-10 DC Connections)
- Rebate per DC Connection with 60-month Connection Period: \$0 (as the number of connections falls within 1-5 DC Connections)
- Pro-Rata Rebate Per DC Connection with 12-month Connection Period from 21 November 2025 to 31 August 2026:
 - 21 November 2025 – 30 November 2025 (10 days out of 30 calendar days \times \$250) = \$83.33
 - December 2025 to August 2026 (9 months \times \$250) = \$2,250
 - Rebate Per DC Connection = \$2,333.33
 - Rebate Per DC Connection with 60-month Connection Period will be \$0.00.
 - Total Check-In Rebate: $6 \times \$2,333.33 = \$13,999.98$