

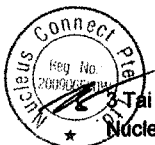
31 July 2013



Dear Sirs

PROVISION OF CUSTOMISED NTE (HG8240)

1. We refer to paragraph 6 of the Service Schedule for Residential Per-End-User Connection of the Interconnection Offer Agreement entered into between Nucleus Connect Pte. Ltd. ("Nucleus Connect") and [REDACTED] (the "Contracting QP"), as amended and supplemented from time to time (collectively, the "ICO Agreement").
2. Unless otherwise defined herein or the context otherwise requires, terms defined and expressed construed in the ICO Agreement shall have the same meanings and construction in this Letter Agreement.
3. At the Contracting QP's request, Nucleus Connect shall supply and support customised NTE in connection with the provision of Residential Per-End-User Connection(s) upon the following terms and conditions:
 - (i) the Customised NTE shall be HG8240 GPON Terminal and shall conform to the technical specifications set out in the document entitled "EchoLife HG8240 GPON Terminal V100R006C00" (and/or such documents as may be notified by Nucleus Connect from time to time);
 - (ii) Nucleus Connect will liaise and/or coordinate with the third party vendor Huawei in the manufacture of the Customised NTE. All Customised NTE shall be manufactured and supplied at the Contracting QP's sole risk. Notwithstanding any provision in the ICO Agreement, Nucleus Connect shall not be liable or responsible for any degradation, defect or failure in the Residential Per-End-user Connection(s) or any service arising from the Customised NTE;
 - (iii) all Customised NTE supply to the Contracting QP shall belong solely to Nucleus Connect;
 - (iv) the Contracting QP shall pay Nucleus Connect the following charges for the supply and support of the Customised NTE:
 - (a) a total sum of \$300,000 for [REDACTED] SIP customisation for HG8240 (Phase 1 & 2 customisation) and NC OSS/BSS System Implementation to support HG8240, pursuant to the terms of Nucleus Connect's Quotation dated 4 June 2013; and
 - (b) for each Customised NTE (HG8240) delivered to the Contracting QP's and/or its designated warehouse, Nucleus Connect shall be entitled to impose a charge of \$20; and
 - (v) for the avoidance of doubt, the terms and conditions of paragraph 6 of the Service Schedule for Residential Per-End-User Connection shall apply.
4. Save as expressly amended and supplemented by this Letter Agreement, the terms and conditions of the ICO Agreement shall remain unchanged and in full force and effect.



5. The interpretation, validity and performance of this Letter Agreement shall be governed in all respects by the laws of the Republic of Singapore, including the Code.
6. Please confirm your agreement to the foregoing by signing below and returning to us the signed copy of this Letter Agreement.

Thanks.

Yours faithfully



Anil Nihalani
Vice President, Commercial

