

StarHub Ltd
67 Ubi Avenue 1
#05-01 StarHub Green
Singapore 408942

Dear Sirs,

IDA's Tender (Tender Reference Number: IDA (T)-1217) "BULK TENDER FOR THE PROVISION OF SG-WAN BANDWIDTH SERVICES TO THE GOVERNMENT MINISTRIES/DEPARTMENTS, STATUTORY BOARDS, AND ORGANS OF STATE" ("IDA 1217 Project")

1. We refer to ICO Agreement. "**ICO Agreement**" means the customised Interconnection Offer Agreement dated 16 August 2010 entered into between Nucleus Connect Pte. Ltd. ("**Nucleus Connect**" or "**NC**") and StarHub Ltd (the "**Contracting QP**" or "**StarHub**"), as amended and supplemented from time to time (including, the Seventh Supplementary Agreement dated 17 July 2014 entered into between NC and StarHub).
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. This Letter Agreement shall only apply to the IDA 1217 Project.
4. At StarHub's request, NC is agreeable to provide StarHub with Pre-Order Site Survey and TP Installation without connection order for IDA 1217 Project upon and subject to the terms and conditions set out in Schedule 1 hereto.
5. 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.
6. The interpretation, validity and performance of this Letter Agreement shall be governed in all respects by the laws of the Republic of Singapore.
7. Please confirm the foregoing by signing below and returning to us the duplicate of this Letter Agreement.

Yours faithfully,

For and on behalf of

Nucleus Connect Pte. Ltd.

By: _____

Name:

Title:

To: Nucleus Connect Pte. Ltd.

Dear Sirs,

We refer to the Letter Agreement above and confirm that it correctly sets out our understanding and agreement with respect to the matters set out therein.

Yours faithfully,
For and on behalf of
StarHub Ltd

By: _____

Name: _____

Title: _____

Date: _____

Schedule 1

Terms and Conditions for Pre-Order Survey and TP Installation for IDA 1217 Project

1. StarHub hereby acknowledge that it has requested NC and its contractors to provide Pre-Order Site Survey and TP Installation without a connection order ("**Request**") for IDA 1217 Project and shall agree with the terms and conditions set out in this Letter Agreement.
2. StarHub will provide NC with comprehensive and confirmed site list(s) containing End-User's details, site survey dates and ready-for-service ("**RFS**") dates:
 - (i) at least 6 months before the RFS dates, for sites which are classified by OpenNet as "not NGNBN covered" sites, "complex" sites or "high security" sites. For the purposes of this Letter Agreement, "complex" sites are sites which may be difficult to provision services to (for example, annex building cases and 'spring boarding' cases); and
 - (ii) at least 3 months before the RFS dates, for all other sites.

StarHub shall provide updates to the site list(s) to NC and its contractors for advance planning and scheduling on a monthly basis. It is agreed that the sites will be released in phases and may subject to change.

3. StarHub shall pay the site survey cost (\$260 per site) for site that is cancelled or change after site survey was conducted and before TP installation.
4. Access into the sites, provision of relevant telecommunications facilities and building management's approval are requisites for the TP installations. StarHub shall facilitate where necessary if there is any obstruction from the building management.
5. StarHub shall be responsible for indicating the installation locations of the TP and ONT where applicable within the premises. During the site survey, StarHub must point out the definite installation locations of the TP and ONT within the premises.
6. At all times, a TP shall be wall mounted. However, installation of a Fibre Distribution Unit ("**FDU**") will be in the rack provided by either the End-User or StarHub. The FDU shall be provided by NC and its contractors to be used as a TP and installed into the rack as identified by StarHub. No charges shall be imposed on NC for the use of the rack for installation of the 12-port FDU. The costs of the 12-port FDU shall be borne by StarHub accordingly.
7. StarHub shall ensure that all racking, cable trays and fibre ancillaries such as fibre guides for proper routing of fibre be made available for NC and its contractors' fibre installation to the 12-port FDU described in paragraph 6 above.
8. Where StarHub requests NC and its contractors to install either the TP or 12-port FDU into the rack described in paragraph 6 above, StarHub shall indemnify and hold NC and its contractors' employees, agents and/or subcontractors on a full indemnity basis against any and all damages, losses, cost, charges, expenses, liabilities, claims, demands, proceedings and actions which NC and/or its contractors may sustain or incur or which may be brought or established against NC and/or its contractors by any person which arises out of, in relation to or by reason of such installation or maintenance works carried out with respect to the said rack and which are not solely due to the wilful act of NC, its employees, agents and/or contractors.
9. In the event the fibre or TP is damaged due to reasons other than normal wear and tear, StarHub shall pay the applicable charges under the ICO Agreement (including, without

limitation, the applicable OpenNet's charges) for the restoration of the fibre, TP or service, whichever is applicable.

10. Following the completion of the TP installation, should there be a need to relocate the TP at the request of StarHub, the costs of relocation shall be borne by StarHub in accordance with the ICO Agreement (including, without limitation, the applicable OpenNet's charges).
11. StarHub shall submit to NC connection order within 3 months from the date of the successful execution of the Request. In the event StarHub fail to submit a connection order within the said 3-months' period, NC shall proceed to invoice StarHub the following charges:
 - a. a processing charge of \$100 per pre-lay request per site;
 - b. OpenNet's charges for the installation of a TP without a connection order amounting to \$363 (for each TP);
 - c. the applicable ON Charges which have been incurred by NC, or which NC has committed to incur, at the time of such installation;
 - d. the applicable Third Party Charges which have been incurred by NC, or which NC has committed to incur, at the time of such installation;
 - e. any other third party charges, OpenNet's charges and/or ON Charges agreed pursuant to the General Service Terms and Conditions which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such installation; and
 - f. any charges agreed to be on-passed to StarHub pursuant to the General Service Terms and Conditions which have been incurred by Nucleus Connect, or which Nucleus Connect has committed to incur, at the time of such installation.
12. Upon full payment by StarHub of NC's invoice as described in paragraph 11 above, StarHub is entitled to submit a connection order within 6 months from the date of the successful execution of the Request. In such circumstances, StarHub is not required to pay the charges as set out in paragraph 11 but shall be liable for such other costs as prescribed under the ICO Agreement.
13. NC reserves the right to amend any of the terms and conditions herein upon giving written notice to StarHub.
14. NC reserves the right to terminate this Letter Agreement upon giving written notice to StarHub.