

TWELFTH SUPPLEMENTARY AGREEMENT

THIS TWELFTH SUPPLEMENTARY AGREEMENT is made _____ between:

- (1) **NUCLEUS CONNECT PTE. LTD.**, a company incorporated under the laws of Singapore with its registered office at 3 Tai Seng Drive #04-01, Singapore 535216 ("**Nucleus Connect**")
- (2) **STARHUB LTD**, a company incorporated under the laws of Singapore with its registered office at 67 Ubi Avenue 1, #05-01 StarHub Green, Singapore 408942 ("**Contracting QP**")

(together, the "**Parties**" and each, a "**Party**").

WHEREAS:

- (A) The Info-communications Development Authority of Singapore (the "**Authority**") has published a Singapore's Next Generation National Broadband Network ("**NGNBN**") Project Operating Company ("**OpCo**") Request for Proposal (the "**OpCo RFP**"). The OpCo RFP closed on 5 December 2008 and Nucleus Connect has been selected on 3 April 2009 as an OpCo to design, build and operate the active infrastructure of the NGNBN.
- (B) Under Nucleus Connect's Facilities-based Operator Licence issued by the Authority on 30 October 2009, the OpCo must offer certain mandated services to certain qualifying persons on the terms of an Interconnection Offer ("**ICO**"). Nucleus Connect's ICO was approved by the Authority on 6 April 2010, with further amendments approved by the Authority on 19 April 2010, 21 July 2010, 6 October 2010, 14 March 2011, 25 April 2011, 1 November 2011, 4 May 2012, 12 March 2013, 15 January 2014, 25 June 2015 and 21 December 2015 (collectively, "**NC ICO**").
- (C) Further, the Parties entered into a customised NC ICO pursuant to which Nucleus Connect would supply certain mandated services to the Contracting QP on or about 16 August 2010, as amended and supplemented by mutual written agreement of the Parties (including the Supplementary Agreement dated 2 September 2010, the Second Supplementary Agreement dated 12 November 2012, the Third Supplementary Agreement dated 19 December 2012, the Fourth Supplementary Agreement dated 10 May 2013, the Fifth Supplementary Agreement dated 31 October 2013, the Sixth Supplementary Agreement dated 5 May 2014, the Seventh Supplementary Agreement dated 17 July 2014, the Eighth Supplementary Agreement dated 28 October 2014, the Ninth Supplementary Agreement dated 4 November 2014, the Tenth Supplementary Agreement dated 26 December 2014 and the Eleventh Supplementary Agreement dated 8 December 2015) (collectively, the "**ICO Agreement**").
- (D) At the Contracting QP's request, Nucleus Connect has agreed to certain customisations to the ICO Agreement, upon and subject to the terms and conditions of this Supplementary Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and obligations set forth herein, the Parties hereby agree as follows:

1. DEFINITIONS

Unless otherwise defined in this Supplementary Agreement or the context otherwise requires, all terms and expressions used in this Supplementary Agreement will be construed to have the same meanings as found in the ICO Agreement. Where a term or expression is defined specifically in this Supplementary Agreement, the provisions herein shall prevail.

2. COMMENCEMENT DATE

2.1 Nucleus Connect shall submit to the Authority a copy of this Supplementary Agreement.

2.2 This Supplementary Agreement shall take effect from the later of:

- (i) the date on which this Supplementary Agreement is signed by both Parties; and
- (ii) the date on which this Supplementary Agreement is approved by the Authority (or deemed approved by the Authority as provided for in the Code)

(the "**Commencement Date**").

Notwithstanding anything in this Supplementary Agreement to the contrary, the Parties hereby acknowledge that this Supplementary Agreement will not be effective until approved by the Authority (or deemed approved by the Authority as provided for in the Code).

2.3 Notwithstanding any provision of this Supplementary Agreement, all customisations covered by this Supplementary Agreement shall only take effect from the Commencement Date; Provided that the Contracting QP acknowledges and agrees that:

- (i) with effect from the Commencement Date until such date to be notified by Nucleus Connect to the Contracting QP (the "**Notification Date**"), Nucleus Connect will use commercially reasonable efforts to process all Orders submitted pursuant to this Supplementary Agreement on a manual basis in a manner determined by Nucleus Connect provided that Nucleus Connect reserves the right to reject any such Orders if the Orders cannot be provisioned manually as aforesaid for any reason whatsoever; and
- (ii) with effect from the Notification Date, Nucleus Connect will process all such Orders via the Platform.

3. AMENDMENT OF SERVICE SCHEDULE FOR NON-RESIDENTIAL PER-END-USER CONNECTION

The Service Schedule for Non-Residential Per-End-User Connection of the ICO Agreement shall be deleted in its entirety and substituted therefor by the new Service Schedule for Residential Per-End-User Connection as attached hereto as Annex A.

4. ENTIRE AGREEMENT

This Supplementary Agreement contains the whole agreement between the Parties with respect to the subject-matter herein and replaces all previous written or oral agreements relating to the subject-matter herein.

5. AMENDMENT AND REVIEW

- 5.1 Except to the extent expressly amended and supplemented by this Supplementary Agreement, all terms and conditions of the ICO Agreement shall remain unchanged and in full force and effect. This Supplementary Agreement and the ICO Agreement shall be read and construed as one and the same document and this Supplementary Agreement shall be considered to be a part of the ICO Agreement. Without prejudice to the foregoing, where the context allows, references in the ICO Agreement to “the ICO Agreement” shall be read and construed as references to the ICO Agreement as amended and supplemented by this Supplementary Agreement.
- 5.2 For the avoidance of doubt, the Parties hereby acknowledge that they shall, if required by the Authority, amend this Supplementary Agreement to incorporate any additional or modified Duties Related to the Provision of Mandated Services as required by the Authority during the term of the ICO Agreement.

6. COUNTERPARTS

This Supplementary Agreement may be signed in counterparts and by the Parties on separate counterparts, each of which when so executed shall be an original, but all counterparts shall together constitute one and the same document.

7. GOVERNING LAW

The interpretation, validity and performance of this Supplementary Agreement shall be governed in all respects by the laws of the Republic of Singapore, including the Code.

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

Nucleus Connect

Signed by _____
(Name of Signatory)
for and on behalf of
NUCLEUS CONNECT PTE. LTD.
in the presence of:

)
)
)
)
)
(signature)
Title:

(signature of witness)
Name of Witness:
Title:

Contracting QP

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

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)
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(signature)
Title:

(signature of witness)
Name of Witness:
Title: