

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT is made _____ 2015 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) **M1 NET LTD.**, a company incorporated under the laws of Singapore with its registered office at 10 International Business Park, Singapore 609928 ("**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 and 15 January 2014 (collectively, "**NC ICO**").
- (C) On or about 20 May 2010, Nucleus Connect and the Contracting QP entered into NC ICO pursuant to which Nucleus Connect would supply certain mandated services to the Contracting QP, as amended and supplemented from time to time (collectively, the "**ICO Agreement**").
- (D) The Ministry of Education of Singapore ("**MOE**") has issued a tender reference: **MOE/14/ITB/05-003** ("**MOE Project**") in or about May 2014 requesting for the provisioning of a WAN infrastructure over the NGNBN. MOE has awarded the MOE Project to the Contracting QP.
- (E) Upon and subject to the terms and conditions of this Supplementary Agreement, Nucleus Connect will provide certain Mandated Services to the Contracting QP for the purposes of enabling the Contracting QP to deliver the said WAN infrastructure pursuant to the MOE Project.

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

1. DEFINITIONS

1.1 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.

1.2 In this Supplementary Agreement:

Commencement Date has the meaning ascribed to it in Clause 2.2.

Duties Related to the Provision of Mandated Services has the meaning ascribed to it in the Code.

MOE has the meaning ascribed to it in Recital (D) above.

MOE Project has the meaning ascribed to it in Recital (D) above.

MOE Schools means the MOE's schools and educational institutions as set out in MOE's website: <http://www.moe.gov.sg> (as amended by MOE from time to time and notified by the Contracting QP to Nucleus Connect in writing).

NC CO 1 means NC CO which is situated at No. 13 Tai Seng Drive, Singapore 535219.

NC CO2 means NC CO which is No. 50 Yishun Industrial Park A, Singapore 768725.

NLT means NetLink Trust, successor to OpenNet.

NLT CO means NLT's premises where NLT offers access to its infrastructure and co-location facilities;

NOC means a network operating centre.

WAN means wide area network.

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 on a date (the "**Commencement Date**") falling 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).

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).

3. NTE FIBRE SERVICE PORT

For any Connection based on AE underlying technology, the Contracting QP may request for NTE service port to support the fibre interface (“**NTE fibre handoff interface**”). Any request for such NTE fibre handoff interface by the Contracting QP shall be evaluated on a case-by-case basis and Nucleus Connect shall provide the Contracting QP with the costs quotation upon receipt of the said request.

4. AMENDMENT OF GENERAL SERVICE TERMS AND CONDITIONS

The new General Service Terms and Conditions as attached to this Supplementary Agreement as Annex A shall apply to Nucleus Connect’s supply of Mandated Services to the Contracting QP for the MOE Project upon and subject to the terms and conditions herein. For the avoidance of doubt, the General Service Terms and Conditions of the ICO Agreement shall continue to apply to other Mandated Services acquired or to be acquired by the Contracting QP under the ICO Agreement.

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

The new Service Schedule for Non-Residential Per-End-User Connection as attached to this Supplementary Agreement as Annex B shall apply to Nucleus Connect’s supply of Mandated Services to the Contracting QP for the MOE Project upon and subject to the terms and conditions herein. For the avoidance of doubt, the Service Schedule for Non-Residential Per-End-User Connection of the ICO Agreement shall continue to apply to other Mandated Services acquired or to be acquired by the Contracting QP under the ICO Agreement.

6. AMENDMENT OF SERVICE SCHEDULE FOR PROVIDER BACKBONE ETHERNET VIRTUAL CONNECTION (PB-EVC)

The new Service Schedule for Provider Backbone Ethernet Virtual Connection (PB-EVC) as attached to this Supplementary Agreement as Annex C shall apply to Nucleus Connect’s supply of Mandated Services to the Contracting QP for the MOE Project upon and subject to the terms and conditions herein. For the avoidance of doubt, the Service Schedule for Provider Backbone Ethernet Virtual Connection (PB-EVC) of the ICO Agreement shall continue to apply to other Mandated Services acquired or to be acquired by the Contracting QP under the ICO Agreement.

7. AMENDMENT OF SERVICE SCHEDULE FOR AGGREGATION ETHERNET VIRTUAL CONNECTION (AG-EVC)

The new Service Schedule for Aggregation Ethernet Virtual Connection (AG-EVC) as attached to this Supplementary Agreement as Annex D shall apply to Nucleus Connect’s supply of Mandated Services to the Contracting QP for the MOE Project upon and subject to the terms and conditions herein. For the avoidance of doubt, the Service Schedule for Aggregation Ethernet Virtual Connection (AG-EVC) of the ICO Agreement shall continue to apply to other Mandated Services acquired or to be acquired by the Contracting QP under the ICO Agreement.

8. AMENDMENT OF SERVICE SCHEDULE FOR L2 VPN SERVICE

The new Service Schedule for L2 VPN Service as attached to this Supplementary Agreement as Annex E shall apply to Nucleus Connect's supply of Mandated Services to the Contracting QP for the MOE Project upon and subject to the terms and conditions herein. For the avoidance of doubt, the Service Schedule for L2 VPN Service of the ICO Agreement shall continue to apply to other Mandated Services acquired or to be acquired by the Contracting QP under the ICO Agreement.

9. AMENDMENT OF SERVICE SCHEDULE FOR L3 VPN SERVICE

The new Service Schedule for L3 VPN Service as attached to this Supplementary Agreement as Annex F shall apply to Nucleus Connect's supply of Mandated Services to the Contracting QP for the MOE Project upon and subject to the terms and conditions herein. For the avoidance of doubt, the Service Schedule for L3 VPN Service of the ICO Agreement shall continue to apply to other Mandated Services acquired or to be acquired by the Contracting QP under the ICO Agreement.

10. AMENDMENT OF SERVICE SCHEDULE FOR E-LAN SERVICE

The new Service Schedule for E-LAN Service as attached to this Supplementary Agreement as Annex G shall apply to Nucleus Connect's supply of Mandated Services to the Contracting QP for the MOE Project upon and subject to the terms and conditions herein. For the avoidance of doubt, the Service Schedule for E-LAN Service of the ICO Agreement shall continue to apply to other Mandated Services acquired or to be acquired by the Contracting QP under the ICO Agreement.

11. APPLICABILITY OF THIS SUPPLEMENTARY AGREEMENT

This Supplementary Agreement shall only apply to Nucleus Connect's supply of Mandated Services to the Contracting QP for the MOE Project upon and subject to the terms and conditions herein. This Supplementary Agreement shall not apply to the supply by Nucleus Connect of any other Mandated Services and/or services.

12. 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.

13. AMENDMENT AND REVIEW

- 13.1 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.

- 13.2 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.

14. 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.

15. 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
M1 NET LTD.
in the presence of:

)
)
)
)
)
(signature) _____
Title:

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