

_____ 2011

Verizon Communications Singapore Pte. Ltd. ("**Verizon**")
20 Raffles Place
#15-00 Ocean Towers
Singapore 048620

Attention: []]

Dear Sirs,

(1) INTERCONNECTION OFFER AGREEMENT

(2) L2 VPN TECHNICAL TRIAL

1. We refer to ICO Agreement. "**ICO Agreement**" means the Interconnection Offer Agreement dated _____ 2010 entered into between Nucleus Connect Pte. Ltd. ("**Nucleus Connect**") and Verizon (the "**Contracting QP**").
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. Nucleus Connect shall submit to the Authority a copy of this Letter Agreement.
4. This Letter Agreement shall take effect from the later of:
 - (i) the date on which this Letter Agreement is signed by both Nucleus Connect and the Contracting QP (the "**Parties**"); and
 - (ii) the date on which this Letter Agreement is approved by the Authority (or deemed approved by the Authority as provided for in the Code),

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

5. Subject to the terms and conditions herein, Nucleus Connect will offer the L2 VPN Service for Non-Residential Premises only (the "**Trial Service**") on a trial basis (the "**Trial**") during the Trial Period. "**Trial Period**" means the period commencing on the RFS Date for the Trial Service (a date no earlier than the Effective Date) and expiring on the date falling one (1) month thereafter; provided that the Parties may extend the Trial Period by mutual written agreement.
6. The Trial Service will be available to the Contracting QP during the Trial Period on the following terms:
 - (i) the Trial Service shall be applicable for L2 VPN Connections between Non-Residential Premises only;
 - (ii) before submitting any Order for the Trial Service, the Contracting QP is not required to complete any IOT Services in respect of the Trial Service in accordance with the ICO Agreement;
 - (iii) whilst Nucleus Connect will endeavour to use commercial efforts to (a) process Orders for the Trial Service and (b) provide the Trial Service, Nucleus Connect will

process such Orders and/or provide the Trial Service on an “as is” and “as available” basis. Nucleus Connect does not warrant that the Trial Service will be uninterrupted, error-free or available at all times. Nucleus Connect does not make, and Nucleus Connect hereby disclaims, any and all warranties (whether express or implied) with regards to the Trial Service, including the warranties of merchantability, satisfactory quality and fitness for a particular purpose, to the fullest extent permitted by law. Accordingly, all MTTR, Prescribed SAP and SLA remedies under the ICO Agreement shall not be applicable for the Trial Service. Without prejudice to the following, paragraphs 9.9 to 9.15 & 10, Appendix 1 and Appendix 2 of the General Services Terms and Conditions shall not be applicable in respect of the Trial Service;

- (iv) subject to Paragraphs 6(ii) and 6(iii) above, for the avoidance of doubt, all Orders for the Trial Service shall be submitted and processed in accordance with the terms and conditions of the ICO Agreement;
 - (v) subject to Paragraph 6(iii) above, for the avoidance of doubt, all Faults and trouble-shooting in respect of the Trial Service shall be reported and managed in accordance with the terms of the project schedule to be agreed between the Parties (the “**Agreed Project Schedule**”);
 - (vi) the Parties shall comply with the terms of the Agreed Project Schedule;
 - (vii) all Charges (including all Monthly Recurring NC Charges, Installation Charges, ON Charges and third party charges) in respect of L2 VPN Service shall apply in accordance with the terms and conditions of the ICO Agreement (particularly, the terms and conditions of the Service Schedule for L2 VPN Service). The details of the final Charges shall be set out in the Agreed Project Schedule;
 - (viii) upon the successful completion of the Trial, the Contracting QP may subscribe to L2 VPN Connections between Non-Residential Premises without having to complete any IOT Services in respect of the same; and
 - (ix) save as amended and supplemented by this Letter Agreement, all terms and conditions of the ICO Agreement (particularly, the terms and conditions of the Service Schedule for L2 VPN Service) shall be applicable to the Trial Service.
7. 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.
8. The Parties hereby acknowledge and agree that:
- (i) they shall, if required by the Authority, amend this Letter Agreement to incorporate any additional or modified Duties Related to the Provision of Mandated Services (as defined in the Code) as required by the Authority during the term of the ICO Agreement; and
 - (ii) the Authority may from time to time review Nucleus Connect’s Interconnection Offer and direct Nucleus Connect to make amendments thereto, pursuant to and in accordance with the Code or the OpCo FBO Licence. For the avoidance of doubt, such amendments shall apply equally to the provisions of the ICO Agreement; except for those provisions of the ICO Agreement which have been amended and supplemented by this Letter Agreement. Further, to the extent that the Authority does not notify the Contracting QP of such amendments, Nucleus Connect shall notify the Contracting QP of the same.
9. 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.
10. 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
Verizon Communications
Singapore Pte. Ltd.

By: _____

Name: _____

Title: _____

Date: _____