

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT is made _____ 2014 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) **SINGAPORE TELECOMMUNICATIONS LTD**, a company incorporated under the laws of Singapore with its registered office at 31 Exeter Road, COMCENTRE, Singapore 239732 ("**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 submitted 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 4 June 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) At the Contracting QP's request, Nucleus Connect has agreed to provide L2 VPN Service, L3 VPN Service and E-LAN Service at discounted pricing, 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 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. LONG TERM CONTRACT DISCOUNT PRICING SCHEME

- 3.1 Subject to Clause 3.2, the following discount pricing scheme shall apply to the Monthly Recurring NC Charges for L2 VPN Service, L3 VPN Service and E-LAN Service (the “**Discount Pricing Scheme**”):

Service	Minimum Term	Discount
L2 VPN Connection, EPL-Gigabit Connection & L2 VPN Service Port L3 VPN Connection, L3 VPN Gigabit Connection, & L3 VPN Service Port E-LAN Connection & E-LAN Service Port	24 months' contract term for each Connection or Service Port	5% discount off the Monthly Recurring NC Charge which is applicable to a Connection/Service Port on 12 months' contract term as set out in the NC ICO. For the avoidance of doubt, the said 5% discount shall apply for the entire 24 months' contract term.
L2 VPN Connection, EPL-Gigabit Connection & L2 VPN Service Port L3 VPN Connection, L3 VPN Gigabit Connection, & L3 VPN Service Port	36 months' contract term for each Connection or Service Port	10% discount off the Monthly Recurring NC Charge which is applicable for a Connection/Service Port on 12 months' contract term as set out in the NC ICO. For the avoidance of doubt, the said 10% discount shall apply for the entire 36 months' contract term.

E-LAN Connection & E-LAN Service Port			
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Terms & Conditions:

- (i) For the avoidance of doubt, the discount shall also apply to the Monthly Recurring NC Charges for the purchase of blocks of CIR.
 - (ii) Once the Contracting QP has subscribed to the relevant Connection/Service Port at a particular discounted Monthly Recurring NC Charge, that discounted Monthly Recurring NC Charge shall apply and remain unchanged throughout the entire Minimum Term, notwithstanding any pricing review of NC ICO and/or reduction of pricing under NC ICO.
 - (iii) Upon the expiry of the Minimum Term, the discounted Monthly Recurring NC Charges for the relevant Connection/Service Port shall continue to apply and remain unchanged post-expiry of the Minimum Term, unless the Contracting QP decides to re-contract.
 - (iv) For the avoidance of doubt, if any Connection/Service Port is deactivated/terminated prior to the expiry of the Minimum Term, Early Termination Charges shall apply in accordance with the ICO Agreement.
- 3.2 The Discount Pricing Scheme shall only be applicable to the Monthly Recurring NC Charges for L2 VPN Connections, EPL-Gigabit Connections, L2 VPN Service Ports, L3 VPN Connections, L3 VPN Gigabit Connections, L3 VPN Service Ports, E-LAN Connections and E-LAN Service Ports. All other Charges (including, without limitation, Cancellation Charges, Installation Charges, Express SAP Charges, Modification Charges and Deactivation Charges) remain unchanged and in full force and effect.
- 3.3 The Discount Pricing Scheme shall take effect on the Commencement Date and shall expire on a date falling 24 months thereafter; provided that the discounted Monthly Recurring NC Charges of all Connections/Service Ports already subscribed to under the Discount Pricing Scheme shall remain unaffected by such expiry. Upon the expiry of the Discount Pricing Scheme, the Parties may discuss and/or enter into such discount pricing scheme as may be agreed between the Parties in writing.

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)

SINGAPORE TELECOMMUNICATIONS LTD)

in the presence of:)

(signature)

Title:

(signature of witness)

Name of Witness:

Title: