

Dear Sirs

We refer to the Supplementary Agreement dated 13 April 2015 entered into between your goodselves and ourselves relating to the Ministry of Home Affairs of Singapore's ("MHA") Tender No. HOMHQOETT14000124 (the "**Supplementary Agreement**").

1. DEFINITIONS

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

2. COMMENCEMENT DATE

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

2.2 Without prejudice to Clause 2.3, this Letter Agreement shall take effect on a date (the "**Commencement Date**") falling the later of:

- (i) the date on which this Letter Agreement is signed by both 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).

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).

2.3 Notwithstanding any provision of this Letter Agreement, all customisations covered by this Letter 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 Letter 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 TO CLAUSE 7 (CUSTOMISED CLASS A QoS - 0.01% PACKET LOSS) OF THE SUPPLEMENTARY AGREEMENT

3.1 Clause 7.10 of the Supplementary Agreement shall be deleted in its entirety and shall be replaced therefor by the following new Clause 7.10:

“Each Order for the Class A QoS Customisations shall be subject to a minimum contract term of twelve (12) months or one (1) month, as selected by the Contracting QP.”

3.2 Clause 7.11(ii) of the Supplementary Agreement shall be deleted in its entirety and shall be replaced therefor by the following new Clause 7.11(ii):

“(ii) Nucleus Connect will commence charging the Contracting QP the following Monthly Recurring NC Charges for the Class A QoS Customisations on the RFS Date:

Service	Minimum Term of 12 months Monthly Recurring NC Charge	Minimum Term of 1 month Monthly Recurring NC Charge
L2 VPN Service, L3 VPN Service & E-LAN Service Non-Residential Per-End-User Connection & NBAP Per-End-User Connection (CIR less than 250Mbps for GPON access)	120% of the Monthly Recurring NC Charge which is applicable to a Connection (without Class A QoS Customisations) on 12 months' contract term as set out in NC ICO (“X”)	300% of X
L2 VPN, L3 VPN and E-LAN Service Port	The same Monthly Recurring NC Charge which is applicable to a Service Port (without Class A QoS Customisations) on 12 months' contract term as set out in NC ICO, shall apply	300% of the Monthly Recurring NC Charge which is applicable to a Service Port (without Class A QoS Customisations) on 12 months' contract term as set out in NC ICO

Strictly as illustrations, the tables below set out examples of the Monthly Recurring NC Charges on 12 months' contract term (“MRC”) for the Class A QoS Customisations as at the date of this Supplementary Agreement:

Class A CoS	First 25Mbps CIR			Next 5Mbps CIR Bandwidth		
	Standard NC ICO MRC (\$)	Class A QoS Customisations MRC (\$)	Markup	Standard NC ICO MRC (\$)	Class A QoS Customisations MRC (\$)	Markup
L2 VPN Connection	\$420	\$504	20%	\$84	\$100.80	20%

E-LAN Connection	\$244	\$292.80	20%	\$48.80	\$58.56	20%
Non-Residential Per-End-User Connection (GPON)	\$95	\$114	20%	\$8.00	\$9.60	20%
Non-Residential Per-End-User Connection (AE)	\$150	\$180	20%	\$8.00	\$9.60	20%
L2 VPN Service Non-Residential Port (FE)	\$100 per port (no change in MRC)					
L2VPN Service NBAP Port (FE)	\$380 (no change in MRC)					

Class A CoS	First 10Mbps CIR			Next 5Mbps CIR Bandwidth		
	Standard NC ICO MRC (\$)	Class A QoS Customisations MRC (\$)	Markup	Standard NC ICO MRC (\$)	Class A QoS Customisations MRC (\$)	Markup
NBAP Per-End-User Connection	\$396.00	\$475.20	20%	\$8.00	\$9.60	20%

Strictly as illustrations, the tables below set out examples of the Monthly Recurring NC Charges on 1 month's contract term ("**MRC**") for the Class A QoS Customisations as at the date of this Supplementary Agreement:

Class A CoS	First 25Mbps CIR			Next 5Mbps CIR Bandwidth		
	Standard NC ICO MRC (\$)	Class A QoS Customisations MRC (\$)	Minimum Term of 1 month Monthly Recurring NC Charge (\$)	Standard NC ICO MRC (\$)	Class A QoS Customisations MRC (\$)	Minimum Term of 1 month Monthly Recurring NC Charge (\$)
L2 VPN Connection	\$420	\$504	\$1512	\$84	\$100.80	\$302.40
E-LAN Connection	\$244	\$292.80	\$878.40	\$48.80	\$58.56	\$175.68
Non-Residential Per-End-User Connection (GPON)	\$95	\$114	\$342	\$8.00	\$9.60	\$28.80
Non-Residential Per-End-User Connection (AE)	\$150	\$180	\$540	\$8.00	\$9.60	\$28.80
L2 VPN Service Non-Residential Port (FE)	\$300 per port					
L2VPN Service NBAP Port (FE)	\$1140 per port					

Class A CoS	First 10Mbps CIR			Next 5Mbps CIR Bandwidth		
	Standard NC ICO MRC (\$)	Class A QoS Customisations MRC (\$)	Minimum Term of 1 month Monthly Recurring NC Charge (\$)	Standard NC ICO MRC (\$)	Class A QoS Customisations MRC (\$)	Minimum Term of 1 month Monthly Recurring NC Charge (\$)
NBAP Per-End-User Connection	\$396.00	\$475.20	\$1425.60	\$8.00	\$9.60	\$28.80

4. GENERAL

- 4.1 Except to the extent expressly amended and supplemented by this Letter Agreement, all terms and conditions of the ICO Agreement (including, for the avoidance of doubt, the Supplementary Agreement) shall remain unchanged and in full force and effect. This Letter Agreement, the Supplementary Agreement and the ICO Agreement shall be read and construed as one and the same document and this Letter Agreement shall be considered to be a part of the ICO Agreement and the Supplementary 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 the Supplementary Agreement and this Letter Agreement.
- 4.2 For the avoidance of doubt, the parties hereby acknowledge that 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 required by the Authority during the term of the ICO Agreement.
- 4.3 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.

If you are agreeable to the foregoing, please sign below and return to us the signed duplicate of this Letter Agreement.

Thank you.

Yours faithfully,
For and on behalf of
Nucleus Connect Pte. Ltd.

By: _____

Name: _____

Title: _____