

## NINETEENTH SUPPLEMENTARY AGREEMENT

THIS NINETEENTH SUPPLEMENTARY AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_\_ 2021 ("Supplementary Agreement") between:

- (1) **NUCLEUS CONNECT PTE. LTD.**, a company incorporated under the laws of Singapore with its registered office at 67 Ubi Avenue 1, #05-01 StarHub Green, Singapore 408942 ("**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 Media 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 with the Contracting QP 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, 21 December 2015, 4 November 2016, 5 September 2017, 30 January 2018 and 1 November 2019 (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, the Eleventh Supplementary Agreement dated 8 December 2015, the Twelfth Supplementary Agreement dated 28 March 2016, the Thirteenth Supplementary Agreement dated 26 October 2016, the Fourteenth Supplementary Agreement dated 27 December 2016 and the Fifteenth Supplementary Agreement dated 29 December 2017, the Sixteenth Supplementary Agreement dated 13 July 2018, the Seventeenth Supplementary Agreement dated 14 January 2019 and the Eighteenth Supplementary Agreement dated 8 July 2019) (collectively, the "**ICO Agreement**").

- (D) The Contracting QP wishes to provision NBAP Per-End-User Connections to the Authorised End-User (as defined below) in Bukom island by means of NBAP Connections, which would end in the Authorised End-User's MDF Room located on Jurong Island at 61 Seraya Avenue Singapore 627879 (the "**Designated MDF Room**"). Currently, the NetLink Trust ICO ("**NLT ICO**") does not allow extension of the NBAP Connection beyond the physical boundary of the development of the Authorised End-User on Jurong Island to Location A (as defined below) in Bukom island.
- (E) The Parties hereby agree to enter into this Supplementary Agreement to regulate both Parties' respective obligations and responsibilities in relation to the extension of the NBAP Connection.

**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. Where a term or expression is defined specifically in this Supplementary Agreement, the provisions herein shall prevail.

1.2 In this Supplementary Agreement:-

"Authorised End-User"	means Shell Eastern Petroleum Pte Ltd and any company that is deemed related to it pursuant to the Companies Act (Cap. 50).
"NBAP Connection"	means one or more NBAP connections provisioned by NLT pursuant to Schedule 3 of the NLT ICO.

## 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 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**").

2.3 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. NUCLEUS CONNECT AND CONTRACTING QP'S OBLIGATIONS

#### Nucleus Connect's Obligations

- 3.1 Upon the Order(s) submitted by the Contracting QP in accordance with paragraph 4 of the Service Schedule for NBAP Per-End-User Connection, and subject to the terms and conditions herein, Nucleus Connect shall provision the NBAP Per-End-User Connection using NLT's NBAP Connection, and shall permit the Contracting QP and the Authorised End-User to extend the NBAP Connection (from NLT's NBAP TP installed in the Designated MDF Room to the extended NBAP TP ("**Extended NBAP TP**") located at Location A using submarine cable belonging to the Authorised End-User.

#### Contracting QP's Obligations

- 3.2 In consideration of the permission granted for the Extended NBAP TP as described in Clause 3.1 above, the Contracting QP agrees to comply with the terms and conditions specified in the **Annex 1** hereto, which may be amended from time to time by the Parties' mutual agreement, subject to the Authority's approval.

### 4. ENTIRE AGREEMENT

This Supplementary Agreement shall be deemed incorporated in the ICO Agreement and shall form 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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)  
)  
)  
(signature) \_\_\_\_\_  
Title:

(signature of witness) \_\_\_\_\_  
Name of Witness:  
Title:

## **ANNEX 1**

### **EXTENSION OF NBAP PER-END-USER CONNECTIONS FROM JURONG ISLAND TO BUKOM ISLAND**

#### **1. General**

- 1.1 Nucleus Connect's provision of the NBAP Per-End-User Connection pursuant to this Supplementary Agreement shall be subject to the applicable terms and conditions of the ICO Agreement. In the event of any inconsistency between the terms and conditions under this Supplementary Agreement and those under the ICO Agreement, the terms and conditions under this Supplementary Agreement shall prevail.
- 1.2 The Contracting QP agrees that the NBAP Per-End-User Connection provisioned pursuant to this Supplementary Agreement shall be subject to:
  - (a) Minimum Term of twelve (12) months, in accordance with paragraph 5.4 of the General Service Terms and Conditions; and
  - (b) Early Termination Charge, which will apply in the event that the NBAP Per-End-User Connection is Deactivated prior to the expiry of the Minimum Term, in accordance with paragraph 8.2 of the General Service Terms and Conditions.
- 1.3 The Contracting QP shall not be permitted to self-provide any NBAP TP under this Supplementary Agreement.
- 1.4 The Contracting QP shall procure that the NBAP Connection is extended from the Designated MDF Room to Location A using the Authorised End-User's submarine cable.
- 1.5 The Contracting QP shall procure that the Authorised End-User does not relocate the physical location of the NTE and Extended NBAP TP from Location A without Nucleus Connect's prior written permission.
- 1.6 The Contracting QP acknowledges and agrees that it is a condition of this Supplementary Agreement that the NBAP Per-End-User Connection shall be used solely for transporting data traffic belonging to the Authorised End-User. For the avoidance of doubt, the Contracting QP shall not use the NBAP Per-End-User Connection for the purpose of transporting aggregated data traffic to and/or from any other End-Users. Nucleus Connect shall be entitled to immediately terminate this Supplementary Agreement by giving written notice to the Contracting QP in the event of a breach of this provision.

#### **2. Term and Termination**

- 2.1 The term of this Supplementary Agreement shall be valid for a period of twelve (12) calendar months from the Commencement Date (date inclusive).
- 2.2 The Parties may review the terms of this Supplementary Agreement prior to the date of expiry of this Supplementary Agreement and may renew this Supplementary Agreement on such terms as the Parties may agree, subject to the Authority's prior approval.
- 2.3 The Parties may terminate this Supplementary Agreement pursuant to the provisions of Clause 10 of the Master ICO Agreement.
- 2.4 Not in use.

- 2.5 Upon expiry or termination of this Supplementary Agreement, the Contracting QP shall:
- (a) submit Order to Deactivate the NBAP Per-End-User Connection provisioned under this Supplementary Agreement;
  - (b) arrange for the removal of NLT's NBAP TP; and
  - (c) bear the charges relating to any reinstatement work to be performed by NLT in relation to the removal of NLT's NBAP TP.

### 3. Ordering Procedure

- 3.1 The Contracting QP shall comply with the ordering and provisioning procedure as set out in the Service Schedule for NBAP Per-End-User Connection and the associated General Service Terms and Conditions of the ICO Agreement.
- 3.2 During Order submission, Contracting QP shall also submit to Nucleus Connect a cable routing diagram displaying how the Authorised End-User's submarine cable is routed from NLT's NBAP TP in the Designated MDF Room to the Extended NBAP TP and NTE located in Location A. The cable routing diagram shall include the GPS coordinates of Location A. For the avoidance of doubt, in the event of a breach of this provision, Nucleus Connect shall be entitled to immediately terminate this Agreement by giving written notice to the Contracting QP.
- 3.3 The Contracting QP shall procure that the Authorised End-User's submarine cable is terminated in a fibre termination point that is built and installed by the Authorised End-User at the Extended NBAP TP. The Contracting QP shall also ensure that such fibre termination point is of a quality that is fit-for-purpose and is available or ready for use at least five (5) Business Days before the requested RFS Date.

### 4. Fees & Charges

- 4.1 The fees and charges set out in the Service Schedule for NBAP Per-End-User Connection and **Annex 6** of the Master ICO Agreement shall apply during the term of this Supplementary Agreement.

### 5. Fault Management

- 5.1 In view that the extension of the NBAP Connection is conducted through the use of submarine cable belonging to the Authorised End-User, the Parties hereby acknowledge and agree that:
- (a) Nucleus Connect will not have any control over the quality of the optical signal carried over the submarine cable from the Designated MDF Room to Location A;
  - (b) Nucleus Connect shall not be responsible for any Faults that may occur in the portion of the network (the "**Authorised End-User Network**") between NLT's NBAP TP located in the Designated MDF Room and the Extended NBAP TP located in Location A;
  - (c) For Faults that occur in the Authorised End-User Network, the following shall not apply:
    - (i) Service Level Guarantees of the General Service Terms and Conditions (Appendix 2)
    - (ii) MTTR provisions of paragraph 9.9 to 9.15 of the General Service Terms and Conditions; and

- (d) Should the Contracting QP report a Fault that has occurred in the Authorised End-User Network, and should Nucleus Connect escalate the Fault to NLT, Nucleus Connect shall be entitled to on-pass NLT's Fault Identification Charge to the Contracting QP as follows:

<b>Fault Identification Charge</b>	<b>Amount (\$)</b>
Minimum charge per visit per staff up to the 1 <sup>st</sup> 2 hrs	\$64
Subsequent hour blocks spent:	
<u>Period</u>	<u>Amount (\$/hr)</u>
Mon-Fri (9am-5pm)	\$20/hr
Mon-Fri (after 5pm-9am the next day)	\$30/hr
Sat (9am-1pm)	\$20/hr
Sat (after 1pm-12am the next day)	\$30/hr
Sun & Public Holidays (12am-9am the next day)	\$40/hr

For avoidance of doubt, the maximum quantum for the Fault Identification Charge will be based on the first four (4) hours of fault investigation.

## 6. Reports and Record-Keeping

- 6.1 The Contracting QP shall maintain proper and accurate records of all matters pertaining to the NBAP Per-End-User Connection provisioned pursuant to this Supplementary Agreement, and shall, upon request by Nucleus Connect:
- submit supporting evidence showing that the NBAP Per-End-User Connection is used only for the Authorised End-User; and
  - provide Nucleus Connect with all reasonable assistance (including but not limited to, obtaining the necessary approvals, permits and consents to access any areas within Jurong island and Bukom island) to allow Nucleus Connect to reconcile the final location of the Extended NBAP TP and NTE through joint site visits and/or such other methods as determined by Nucleus Connect at its sole discretion from time to time.

## 7. Ducts and Manholes

- 7.1 The Contracting QP acknowledges and agrees that all ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the NBAP Connection, shall belong to NLT. Where necessary, the Parties shall effect the assignment or transfer of the relevant ducts and/or manholes by entering into separate agreements which shall include the following terms:
- The relevant ducts and/or manholes shall be assigned or transferred, without consideration, to NLT free and clear of any and all encumbrances;
  - The Contracting QP warrants that the relevant ducts and/or manholes are in good working condition, and are free from defect, deformity, damage, breakage and/or blockage;

- (c) The Contracting QP shall do and cause to do all such acts, deeds and things for the purpose of assigning or transferring the relevant ducts and/or manholes in the name and in favour of NLT; and
- (d) The Contracting QP shall bear all costs related to the assignment or transfer of the relevant ducts and/or manholes to NLT.