

Dated

SUPPLEMENTAL CUSTOMISED AGREEMENT

Between

**NETLINK MANAGEMENT PTE. LTD.
(IN ITS CAPACITY AS TRUSTEE-MANAGER OF NETLINK TRUST)**

and



**EXTENSION OF CUSTOMISED AGREEMENT ON DATA CENTRE
SURCHARGE - DATA CENTRE CONNECTION FOR SERVICE
PROVIDERS**

THIS SUPPLEMENTAL CUSTOMISED AGREEMENT (“AGREEMENT”) is made on .

Between

(1) **NETLINK MANAGEMENT PTE. LTD.** (in its capacity as trustee-manager of NetLink Trust) (Company Registration Number: 201117019K), a company incorporated in Singapore with its registered address at 750E Chai Chee Road, #07-03 Viva Business Park Singapore 469005 (“**NLT**”)

and

(2) [REDACTED] (Company Registration Number: XXXXX), a company incorporated in Singapore with its registered address at [REDACTED] Singapore [REDACTED] (the “**Requesting Licensee**” or “**RL**”).

(collectively, the “Parties”, and each, a “Party”).

WHEREAS:

- (A) The Requesting Licensee and CityNet Infrastructure Management Pte. Ltd. (in its capacity as trustee-manager of NetLink Trust), the then trustee-manager of NetLink Trust, which has since been succeeded by NetLink Management Pte. Ltd., had entered into a Customised Agreement dated 12 August 2015 (hereinafter referred to as the “CA”), attached hereto as ANNEX A, to regulate the Parties’ respective obligations and responsibilities with regards to the provisioning of Data Centre Connection for Service Providers.
- (B) The CA will expire on 18 August 2017. Parties wish to renew the CA for a further two (2) years on the terms and conditions set out herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. Pursuant to Clause 6.1 of the CA, the Parties agree that the CA shall be renewed for a further two (2) years and shall expire on 18 August 2019.
- 2. Unless otherwise defined, capitalised terms used in this Supplemental Agreement shall have the meanings given to them in the CA.
- 3. Clause 7.7 is amended by substituting the entire paragraph with the following:

“7.7 Liability of the Trustee-Manager

NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Agreement in its capacity as trustee-manager of NetLink Trust and not in its personal capacity and any liability of NetLink Management Pte. Ltd. (as trustee-manager of NetLink Trust) under this Agreement is limited to the assets of NetLink Trust over which NetLink Management Pte. Ltd. has recourse and shall not extend to any personal or other assets of NetLink Management Pte. Ltd. or its shareholders, directors, officers or employees.

4. Save for the amendments stated in this Agreement, all the other provisions in the CA shall remain unchanged and shall continue in full force and effect.
5. Where approval is required from the Info-communications Media Development Authority of Singapore ("IMDA") for the extension of the CA, such extension shall be subject to and conditional upon approval of the IMDA and the acceptance by the parties of any terms and conditions that may be imposed by IMDA.

IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning.

**NETLINK MANAGEMENT PTE. LTD.
(IN ITS CAPACITY AS TRUSTEE-MANAGER OF NETLINK TRUST)**

Signed by _____)
(Name of Signatory))

for and on behalf of **NETLINK MANAGEMENT**)
PTE. LTD. (IN ITS CAPACITY AS)
TRUSTEE- MANAGER OF NETLINK TRUST))

in the presence of:)

(signature) _____
Designation:

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



Signed by _____)
(Name of Signatory))

for and on behalf of _____)
_____)

in the presence of:)

(signature) _____
Designation:

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

ANNEX A