

DATED

BETWEEN

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

AND

[REDACTED]

2ND ADDENDUM
TO CUSTOMISED AGREEMENT DATED 7 JUNE 2022
PROVISION OF CO DIVERSITY FOR NON-RESIDENTIAL END-USER CONNECTION

This ADDENDUM is made on

between:

- (A) **NETLINK MANAGEMENT PTE. LTD.** (in its capacity as trustee of NetLink Trust) (Company Registration Number: 201704784C), a company incorporated in Singapore with its registered address at 750E Chai Chee Road, #07-03 ESR BizPark @ Chai Chee Singapore 469005 (“**NLT**”)

AND

- (B) [REDACTED] (Company Registration Number: [REDACTED]), a company incorporated in Singapore with its registered address at [REDACTED] Singapore [REDACTED] (the “**RL**”).

NLT and the RL shall hereinafter be collectively referred to as the “**Parties**”, and individually as “**Party**”.

WHEREAS:

- A. NLT and the RL entered into a Customised Agreement on 7 June 2022 (the “**CA**”) to regulate Parties’ respective obligations and responsibilities with regard to the provision of COD Connections by NLT in respect of existing or future Non-Residential End User Connections.
- B. Parties entered into an Addendum on 2 April 2024 (“First Addendum”) for the purpose of reflecting the changes in fees that arose from review of prices in the Interconnection Offer (“ICO”) by the Authority.
- C. Parties wish to renew the CA for a further period of two (2) years on the same terms and conditions commencing from 21 June 2024 to 20 June 2026.

IN CONSIDERATION OF THE MUTUAL AGREEMENTS BETWEEN THE PARTIES, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Unless otherwise defined, capitalised terms used in this Addendum have the meanings given to them in the CA.
- 2. Pursuant to Clause 7.2 of the CA, the Parties agree that the CA shall be extended by a period of two (2) years commencing from 21 June 2024 to 30 June 2026.
- 3. Pursuant to Clause 9.4 of the CA, the Parties agree that the CA shall be amended as follows from the date of this Addendum:

- (a) The following new Paragraph 2.8 shall be inserted in Annex 1 of the CA:

“2.8 The RL shall submit the request for the high-level routing information (hereinafter referred to as the “Routing Information”) within one (1) Business Day from the date on which the RL is notified of the acceptance of the Request in **paragraph 2.2** above. An additional non-refundable charge as specified under **Annex 2** shall apply in the event that the RL requests for the Routing Information for the COD Connection

For the avoidance of doubt, the RL shall be liable for the additional non-refundable charge as specified under Annex 2 in the event that the RL requests for the Routing Information for the Primary Connection.

The Routing Information in KMZ format and PDF format for COD Connection and Primary Connection, respectively shall be provided to the RL subject to the following conditions:

- (i) the RL acknowledges and agrees that the Routing Information shall comprise NLT's confidential information and shall be accorded the appropriate treatment as set out under **Clause 4.1** of this Agreement;
- (ii) All rights or title to the Intellectual Property subsisting in Routing Information shall vest in and shall be the sole and exclusive property of NLT;
- (iii) NLT hereby grants the RL a royalty-free and non-exclusive licence to use the Routing Information during the term of this Agreement for purposes which are directly related to the planning of RL's network;
- (iv) the RL is strictly prohibited from reproducing the Routing Information in any medium and/or sharing the Routing Information with any third party for any reason whatsoever without NLT's prior written consent;
- (v) The Routing Information provided to the RL shall be correct as of the date of the site survey referred to in **paragraph 2.2** above, and may subsequently be subject to change due to cable diversions and other network maintenance activities carried out after the date of the site survey. For the avoidance of doubt, NLT shall not have any continuing obligation to provide the RL with updated Routing Information;
- (vi) NLT makes no guarantee, representation or warranty as to, and shall bear no liability for, the Routing Information including, but not limited to, guarantees, representations and warranties of any kind, implied, express or statutory regarding the truth, adequacy, originality, accuracy, timeliness, completeness, reasonableness, freedom from computer virus, non-infringement, suitability, satisfactory quality or fitness for any particular purpose or any representations or warranties arising from usage, custom or trade or by operation of law and NLT expressly disclaims liability for any errors in, or omissions from, the Routing Information;
- (vii) NLT shall not have any obligation to supply the RL with Routing Information that serve restricted and/or sensitive locations that include but are not limited to:
 - (a) Any "protected infrastructure" defined and protected under the Infrastructure Protection Act 2017 (No. 41 of 2017);
 - (b) Military camps;
 - (c) Naval Bases;
 - (d) Research Facilities;
 - (e) Government Buildings;
 - (f) Home Team Academy;
 - (g) New Phoenix Park;
 - (h) Air Bases;

- (i) VVIP dwellings and facilities (e.g. Minister's home and compound);
- (j) Wharf/Ports of entry;
- (k) Immigration & Checkpoints Authority (ICA) compound;
- (l) NLT's Central Offices,

(hereinafter collectively referred to as the "**Restricted Locations**"). For the avoidance of doubt, the above list is neither static nor exhaustive, and NLT shall be entitled to reject a Request where NLT deems that the supply of the requested for Routing Information would entail the disclosure of confidential or restricted information relating to highly sensitive physical locations.

- (viii) The RL undertakes not to reproduce the Routing Information in any medium and/or share the Routing Information with any third party for any reason whatsoever without NLT's prior written consent;
 - (ix) If the RL is aware of or has reasonable grounds to believe that any reproduction, unauthorised use of or access to the Routing Information by a third party has taken place or is about take place, the RL shall promptly (and no later than two (2) Business Days of acquiring such knowledge or reasonable belief) notify NLT in writing of such unauthorised use or access and commence all necessary steps to ensure that such third party immediately ceases such unauthorised activity; and
 - (x) The RL shall use its best efforts to prevent any recurrence of such unauthorized activity, including, where necessary, terminating the third party use of or access to the Routing Information, the RL shall inform NLT of all such steps taken."
- (b) Annex 2 of the CA shall be deleted in its entirety and replaced by the new Annex 2 attached to this Addendum. For the avoidance of doubt, all references to "Annex 2" in the CA shall mean the "Annex 2" attached to this Addendum.
4. The CA and this Addendum shall be read and construed as one document and this Addendum shall be considered as part of the CA. Accordingly, the term "Agreement" as used in the CA, and all references to the CA, howsoever expressed, in all other instruments and agreements executed thereunder or pursuant thereto, shall for all purposes refer to the CA as varied, supplemented or amended by this Addendum
 5. Save for the amendments stated in this Addendum, all the other provisions in the CA shall remain unchanged and shall continue in full force and effect. In the event of any conflict between the provisions of the CA and this Addendum, this Addendum shall prevail in respect of the amended and/or varied terms and conditions.
 6. This Addendum shall be submitted to the Authority for approval and shall only come into effect only upon such approval by the Authority.
 7. This Addendum may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. This Addendum may be executed by way of a certificate-based digital signature and the Parties hereby agree that such digital signature shall be treated as an original signature for all purposes hereof.

8. This Addendum shall be governed by the laws of Singapore and the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Singapore courts.
9. NetLink Management Pte. Ltd. has assumed all obligations under this Addendum in its capacity as trustee of NetLink Trust and not in its personal capacity and any obligation or liability of NetLink Management Pte. Ltd. under this Addendum 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.

[The remainder of this page is left intentionally blank]

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

NETLINK MANAGEMENT PTE. LTD. (AS TRUSTEE OF NETLINK TRUST)

Signed by _____
(Name of Signatory)
for and on behalf of
NETLINK MANAGEMENT PTE. LTD.
(in its capacity as trustee of NetLink Trust)

in the presence of:

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)
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)
)
)
)
(signature) _____
Title:

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

Signed by _____
(Name of Signatory)
for and on behalf of
NETLINK MANAGEMENT PTE. LTD.
(in its capacity as trustee of NetLink Trust)

in the presence of:

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(signature) _____
Title:

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

██████████

Signed by _____
(Name of Signatory)
for and on behalf of
██████████

in the presence of:

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)
(signature) _____
Title:

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

ANNEX 2

CHARGES

The charges payable by the RL for the COD Connections provided under this Agreement are set out below, subject to **paragraph** Error! Reference source not found. of **Annex 1**.

S/N	Description of Charges	Amount
1	Monthly Recurring Charge (“MRC”)	\$384 per COD Connection
2	Standard Installation Charge	\$3,000 per COD Connection for installations using existing facilities at Primary Connection end. Where new facilities are required and/or the installation involves additional works including but not limited to digging and/or trenching, additional charges shall be imposed on a Cost-Orientated Basis on top of the Standard Installation Charge of \$3000 per COD Connection.
3	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for each COD Connection
4	Cancellation Charges after commencement of site survey and before acceptance of OTC	\$85 per site survey
5	Cancellation Charges Due to Failure to provide acceptance of service activation period and agreement to pay OTC within ten (10) Business Days of Receipt of NLT's notification of the total applicable OTC	\$85 per site survey
6	Cancellation Charges before RFS but after acceptance of OTC	\$85 per site survey + any other incidental cost on a Cost-Oriented Basis
7	Reinstatement Charges for the removal of Indoor TP or any part of the Network upon service termination	\$190 per COD Connection
	Reinstatement Charges for the removal of Outdoor TP or any part of the Network	Cost-Oriented Basis per COD Connection

	upon service termination																							
8	Routing Information	\$275 per Request																						
9	Fault Identification Charge There will be a minimum charge per visit up to the first two hours as listed below. <table><tr><th>DESCRIPTION</th><th>CHARGES (\$\$)</th></tr><tr><td>Minimum Charge (per visit up to first two hours)</td><td>\$64</td></tr></table> Subsequent hourly blocks will be charged according to the rates listed below. <table><tr><th>PERIOD</th><th>TIME</th><th>RATE (\$\$/hr)</th></tr><tr><td>Monday to Friday</td><td>9.00am to 5.00pm</td><td>\$20</td></tr><tr><td>Monday to Friday</td><td>After 5.00pm to 9.00am the next day</td><td>\$30</td></tr><tr><td>Saturday</td><td>9.00 am to 1.00pm</td><td>\$20</td></tr><tr><td>Saturday</td><td>After 1.00pm to 12.00am the next day</td><td>\$30</td></tr><tr><td>Sundays and Public Holidays</td><td>12.00am to 9.00am the next day</td><td>\$40</td></tr></table> For avoidance of doubt, the maximum quantum for the Fault Identification Charge will be based on the first four (4) hours of fault investigation.		DESCRIPTION	CHARGES (\$\$)	Minimum Charge (per visit up to first two hours)	\$64	PERIOD	TIME	RATE (\$\$/hr)	Monday to Friday	9.00am to 5.00pm	\$20	Monday to Friday	After 5.00pm to 9.00am the next day	\$30	Saturday	9.00 am to 1.00pm	\$20	Saturday	After 1.00pm to 12.00am the next day	\$30	Sundays and Public Holidays	12.00am to 9.00am the next day	\$40
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