

Dated

## **SUPPLEMENTAL CUSTOMISED AGREEMENT**

Between

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

and



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

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**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: [REDACTED]), 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. as trustee of NetLink Trust, had entered into a Customised Agreement dated 12 August 2015 (hereinafter referred to as the “**CA**”) to regulate the Parties’ respective obligations and responsibilities with regards to the provisioning of Data Centre Connection for Service Providers.
- (B) The Parties entered into a Supplemental Customised Agreement on 6 June 2017 to extend the term of the CA.
- (C) Due to operational and business considerations, NLT will no longer provision new Data Centre Connections for Service Providers in Equinix SG1, and NLT will extend the term of the CA for successive 6-month periods instead of 2 years.
- (D) The CA will expire on 18 August 2019. Parties wish to renew the CA for a further period of six (6) months on the terms and conditions set out herein.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

- 1. Unless otherwise defined, capitalised terms used in this Supplemental Agreement shall have the meanings given to them in the CA.
- 2. Pursuant to Clause 6.1 of the CA, the Parties agree that the CA shall be renewed for a further period of six (6) months commencing from 19 August 2019, and shall thereafter automatically renew for successive six-month periods beginning from 19 February 2020.
- 3. A new Clause 6.2A shall be inserted into the CA, and shall read as follows:

*“6.2A In addition to Clause 6.2, either Party may terminate this Agreement for convenience by giving the other Party written notice of the termination not less than two (2) months before the expiry of the current term.*

4. Further, the Requesting Licensee hereby acknowledges and agrees that NLT shall not be obliged to provision new Data Centre Connections for Service Providers in Equinix SG1 with effect from 19 August 2019, and that the failure of NLT to do so shall not constitute a breach of the CA.
5. 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. For the avoidance of doubt, existing Data Centre Connections for Service Providers in Equinix SG1 shall continue to be maintained in accordance with the terms of the CA, and NLT's obligation to provision new Data Centre Connections for Service Providers in other Data Centres (specifically, Equinix SG2 and The Fort) shall not be affected by the foregoing amendments to the CA.
6. 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.
7. This Agreement shall be governed by and construed in all respects in accordance with the Laws of Singapore and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Singapore.
8. NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Agreement in its capacity as trustee of NetLink Trust and not in its personal capacity and any liability of NetLink Management Pte. Ltd. (in its capacity as trustee 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, save where NetLink Management Pte Ltd is fraudulent, in wilful default or in breach of the trust or where the NetLink Management Pte Ltd fails to exercise such due care and skill as is reasonable in the circumstances in its capacity as trustee of NetLink Trust.

