

PRIVATE & CONFIDENTIAL

Dated [] 2018

BETWEEN

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

AND

COLT TECHNOLOGY SERVICES PTE. LTD.

SUPPLEMENTAL CUSTOMISED AGREEMENT

**EXTENSION OF APPROVED ICO SCHEDULE 2 NON-RESIDENTIAL END-USER CONNECTION TO
THE TELEHOUSE SINGAPORE DATA CENTRE LOCATED AT LEVEL 5 BLOCK 750D CHAI
CHEE ROAD VIVA BUSINESS PARK SINGAPORE 469004**

This **SUPPLEMENTAL CUSTOMISED AGREEMENT** is made on **2018** 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 Viva Business Park, Singapore 469005 ("**NLT**")

AND

(B) **COLT TECHNOLOGY SERVICES PTE. LTD** (Company Registration Number: 201003217K), a company incorporated in Singapore with its registered address at 8 Temasek Boulevard #17-01 Suntec Tower 3, Singapore 038988 (the "**Requesting Licensee**" or "**RL**").

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

WHEREAS:

- A. The RL 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 3 October 2016, attached hereto as Annex A (hereinafter referred to as the "**CA**"), to regulate Parties' respective obligations and responsibilities with regard to the provision of Approved ICO Schedule 2 Non-Residential End-User Connection to the Telehouse Singapore Data Centre.
- B. The CA will expire on 3 October 2018. The Parties wish to extend the term of the CA for a further period of two (2) years on the same terms and conditions.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Pursuant to Clause 7.3 of the CA, the term of the CA shall be extended for a further period of two (2) years and shall expire on 3 October 2020, unless further renewed as agreed in writing between the Parties.
2. Clause 9.8 of the CA shall be deleted in its entirety and replaced with the following:

"9.8 Liability of the Trustee

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."

3. 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.
4. 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 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:)
)
 _____)
 (*signature*))
 Designation: _____)

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

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:)
)
 _____)
 (*signature*))
 Designation: _____)

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

COLT TECHNOLOGY SERVICES PTE. LTD.

Signed by _____)
 (Name of Signatory))
 for and on behalf of _____)
)
COLT TECHNOLOGY SERVICES PTE. LTD.)
 in the presence of:)
)
 _____)
 (*signature*))
 Designation: _____)

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

ANNEX A