

PRIVATE & CONFIDENTIAL

Dated [] January 2016

**SUPPLEMENTAL
CUSTOMISED AGREEMENT
(DATA CENTRE SURCHARGE)**

BETWEEN

**CITYNET INFRASTRUCTURE MANAGEMENT PTE. LTD.
(AS TRUSTEE-MANAGER OF NETLINK TRUST)**

AND

SUPERINTERNET ACCESS PTE. LTD.

THIS SUPPLEMENTAL CUSTOMISED AGREEMENT is made on [] January 2016

BETWEEN:

(1)

CITYNET INFRASTRUCTURE MANAGEMENT PTE. LTD. (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 Technopark@Chai Chee, Singapore 469005 ("**NLT**");

AND

(2) **SUPERINTERNET ACCESS PTE. LTD.** (Company Registration Number: **200002519N**), a company incorporated in Singapore with its registered address at 80 Raffles Place #32-01 Singapore 048624; ("**Requesting Licensee**")

(collectively, the "**Parties**", and each, a "**Party**").

WHEREAS:

- (A) NLT is a public telecommunication licensee under Section 6 of the Telecommunications Act (Cap. 323) and operates subject to the authority and regulation by the Info-Communications Development Authority of Singapore ("IDA").
- (B) Under the terms of NLT's FBO Licence, NLT must offer certain mandated services to Requesting Licensees pursuant to the terms of the Approved ICO (as defined in Clause 1.2.1 of the CA (defined below)).
- (C) The Requesting Licensee has signed the Approved ICO with NLT and NLT has provided to the Requesting Licensee the said Mandated Services pursuant to the Approved ICO.
- (D) In addition to the Mandated Services, the Requesting Licensee has asked for special arrangements regarding connections and provision of GPON and OE services to Data Centres using NLT's Schedule 2 – Non-Residential Connection for provision of specific services to their end-customers who are service providers ("Data Centre Connection for Service Providers").
- (E) The Requesting Licensee and NLT subsequently entered into a Customised Agreement (Data Centre Surcharge) dated 8 July 2015 ("CA"), to specifically regulate the Parties' respective obligations and responsibilities with regards the provision of Data Centre Connections for Service Providers, for a term of six (6) months after the date IDA approves the CA.
- (F) Parties now wish to renew the CA which will expire on 27 January 2016, upon the terms and conditions of this Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Both Parties agree to renew the CA for a renewal term of one (1) year from 28 January 2016, upon the same terms and conditions save as set forth below, subject to IDA's approval:
 - (i) The definition of "Requesting Licensee" as set out in Clause 1.1 (Definitions) is replaced by the following paragraph:

“**Requesting Licensee**” means Qualifying Persons who had executed the Approved ICO with OpenNet Pte. Ltd. (“OpenNet”) prior to 1 October 2014 and had executed a Novation Agreement dated 1 October 2014 to novate the Approved ICO from OpenNet to NLT, or who had entered into the Approved ICO with NLT.”

(ii) The heading in Clause 5 shall be replaced with “**TERM AND TERMINATION**”.

(iii) Clause 5.1 shall be replaced with the following:

“This Agreement shall be renewed and be valid for a period of one (1) year from 28 January 2016, subject to the Authority’s approval of the amended terms. The Parties shall review the terms of this Agreement three (3) months prior to the new date of expiry of this Agreement and may renew this Agreement on such terms and conditions as the Parties may agree, subject always to the Authority’s prior approval. Upon request for renewal by the Requesting Licensee, which should be made at least three (3) months prior to the expiry of this Agreement, the Parties may negotiate in good faith such terms and conditions to renew this Agreement and may conclude such negotiation prior to the expiry of this Agreement. ”

2. The Trustee-Manager has assumed all obligations under this Supplemental Customised Agreement in its capacity as trustee-manager of the NetLink Trust Entities and not in its personal capacity and any obligation or liability of the Trustee-Manager under this Agreement is limited to the assets of the NetLink Trust Entities over which the Trustee-Manager has recourse and shall not extend to any personal or other assets of the Trustee-Manager or its shareholders, directors, officers or employees. For the purpose of this clause, “NetLink Trust Entities” refers to the following entities collectively:

NetLink Trust Management Services Company Pte Ltd
NetLink Trust Operations Company Pte Ltd
OpenNet Pte Ltd.

3. This Agreement shall be conditional and take effect upon the approval of the Infocomm Development Authority of Singapore.

4. Save as expressly amended by this Supplemental Customised Agreement, all other terms and conditions of the CA shall remain the same and continue to be effective.

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

**CITYNET INFRASTRUCTURE MANAGEMENT PTE. LTD.
(AS TRUSTEE-MANAGER OF NETLINK TRUST)**

Signed by _____)
(Name of Signatory))
for and on behalf of)
**CITYNET INFRASTRUCTURE MANAGEMENT PTE. LTD.
(AS TRUSTEE-MANAGER OF NETLINK TRUST)**

in the presence of:)
(signature) _____
Title:

(signature of witness) _____
Name of Witness: Widjaja Suki
Title: Director (Process, Business Development and Products)

SUPERINTERNET ACCESS PTE. LTD.

Signed by _____)
(Name of Signatory))
for and on behalf of)
SUPERINTERNET ACCESS PTE. LTD.)

in the presence of:)
(signature) _____
Title:

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