

PRIVATE & CONFIDENTIAL

Dated [2018]

**SUPPLEMENTALCUSTMOMISED AGREEMENT
(DATA CENTRE SURCHARGE)**

BETWEEN

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

AND

SUPERINTERNET ACCESS PTE. LTD.

BETWEEN:

- (1) **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

- (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) 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 ("**CityNet**"), entered into a Customised Agreement dated 8 July 2015 (hereinafter referred to as the "**CA**"), to regulate their respective obligations and responsibilities with regards to the provision of Schedule 2 Non-Residential End-User Connection to the Data Centre. The Requesting Licensee and CityNet entered into subsequent Supplemental Customised Agreements on 18 January 2016, and 24 October 2016 to extend the term of the CA.
- (B) On 13 April 2017, NetLink Management Pte. Ltd. succeeded CityNet as trustee-manager of NetLink Trust.
- (C) The Requesting Licensee and NLT subsequently entered into a Supplemental Customised Agreement on 7 November 2017 to further extend the term of the CA, and the CA will now expire on 27 January 2019. Copies of all the aforementioned agreements are attached hereto as Annex A.
- (D) The Parties now wish to further renew the CA for a further period of one (1) year on the same terms and conditions.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Unless otherwise defined, capitalised terms used in this Supplemental Customised Agreement have the meanings given to them in the CA.
2. The CA shall be renewed for a further period of one (1) year and shall expire on 27 January 2020, unless further renewed as agreed in writing between the Parties in accordance with Clause 5.1 of the CA.
3. Clause 6.7 of the CA shall be deleted in its entirety and replaced with the following:

"6.7 Liability of the Trustee

NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Agreement as trustee of NetLink Trust and not in its personal capacity and any liability of NetLink Management Pte. Ltd. (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."

4. Save for the amendments stated in this Supplemental Customised Agreement, all the other provisions in the CA shall remain unchanged and shall continue in full force and effect.

ANNEX A