

PRIVATE & CONFIDENTIAL

Dated [] AUG 2015

**SUPPLEMENTAL
CUSTOMISED AGREEMENT
(DATA CENTRE SURCHARGE - DATA CENTRE CONNECTION FOR SERVICE PROVIDERS)**

BETWEEN

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

AND

M1 LIMITED

THIS SUPPLEMENTAL CUSTOMISED AGREEMENT is made on [] AUG 2015

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) **M1 Limited** (Company Registration Number: **199206031W**), a company incorporated in Singapore with its registered address at 10 International Business Park Singapore 609928; ("**Requesting Licensee**" or "**M1**")

(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 – Data Centre Connection for Service Providers) dated 4 June 2013 ("**CA**"), to specifically regulate Parties' respective obligations and responsibilities with regards the provisioning of Data Centre Connections for Service Providers, for a term of 2 years after the date IDA approves the CA.
- (F) Parties now wish to renew the CA which will expire on 28 June 2015, 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 two (2) years from 28 June 2015, upon the same terms and conditions save as set forth below, subject to IDA's approval:
 - (i) Clause 1.1 Definitions is amended by inserting the following paragraph at the end of the clause:

“**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.”

- (ii) Clause 1.2.1 is amended by substituting the entire paragraph with the following:

“unless otherwise defined in this Agreement, all terms and references defined in the NLT Approved ICO (“**Approved ICO**”) (as set out on the IDA webpage <http://www.ida.gov.sg/Policies-and-Regulations/Industry-and-Licensees/Nationwide-Broadband-Network/OpenNets-Interconnection-Offer-2012> or any successor webpage and as may be amended from time to time), shall have the same meaning and construction when used in this Agreement.”

- (iii) Clause 5.4 is amended by substituting the entire paragraph with the following:

“Subject to Clause 5.5, if a Party (“**Breach Party**”) is in breach of any of its obligations under this Agreement to the other Party (excluding obligations arising under this Agreement to pay monies in the ordinary course of business), or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), the Breach Party’s liability to the other Party shall be limited to the total charges paid or payable by Requesting Licensee under this Agreement during the twelve (12) months prior to the event giving rise to the liability. Where liability arises from a claim of intellectual property infringement, the limitation of liability shall be 3 times the total charges paid or payable by Requesting Licensee under this Agreement during the twelve (12) months prior to the notice of infringement.”

- (iv) Clause 6.1 is amended by substituting the first paragraph with the following:

“This Agreement shall be renewed for a period of 2 years from 28 June 2015, 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 renew on such terms as Parties may agree, subject always to the Authority’s prior approval.”

- (v) The following new Clause 7.7 shall be inserted:

7.7 Liability of the Trustee-Manager

The Trustee-Manager has assumed all obligations under this 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.”

2. Save for the amendments stated in this Agreement, all other terms and conditions of the CA shall remain 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)

M1 LIMITED

Signed by _____)
(Name of Signatory))

for and on behalf of)

M1 LIMITED)

in the presence of:)

(signature)
Title:

(signature of witness)

Name of Witness:
Title: