## **PRIVATE & CONFIDENTIAL**

Dated [ ] 2013



# SUPPLEMENTAL CO-LOCATION AGREEMENT (TUAS CENTRAL OFFICE)

BETWEEN

**OPENNET PTE. LTD.** 

AND

**NUCLEUS CONNECT PTE. LTD.** 

#### BETWEEN:

(1) **OPENNET PTE. LTD.** (Company Registration Number: **200819712H**), a company incorporated in Singapore with its registered address at 152 Beach Road #31-05/08, Gateway East, Singapore 189721 ("**ON**")

**AND** 

(2) **NUCLEUS CONNECT PTE. LTD.** (Company Registration Number: **200906560W**), a company incorporated in Singapore with its registered address at 3 Tai Seng Drive #04-01, Singapore 535216; ("**NC**" or "**Requesting Licensee**")

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

### WHEREAS:

- (A) Under the terms of ON's FBO License, ON must offer certain mandated services (including co-location services) to certain Requesting Licensees pursuant to the Approved ICO (as defined below).
- (B) Schedule 12 of the Approved ICO requires that all Requesting Licensees shall ensure that their co-location equipment at the co-location space (provided under Schedule 12) does not exceed a specified heat load limit ("ICO Heat Load Limit").
- (C) NC has agreed to take up ten (10) square metres of Co-Location Space initially. However, NC has projected that it would exceed the ICO Heat Load Limit within the duration of this Colocation Agreement, as its Co-Location Equipment would generate up to 14.8 kilowatts of heat (which includes two router racks generating 3.0 kilowatts per rack and an OLT rack generating 1.8 kilowatts).
- (D) Initially, ON and NC had entered into a Co-Location Agreement dated 15 April 2010 in relation to NC's access into the Co-Location Space for the purpose of installing and testing its Co-Location Equipment and carrying live traffic via the Co-Location Equipment, in respect of all ON's Central Offices (including Tuas Central Office). This agreement was initially scheduled to expire on 27 April 2011 but was subsequently extended.
- (E) Parties subsequently entered into a Co-Location Agreement, dated 1 August 2012, to specifically regulate NC's access to the Co-Location Space in Tuas CO for the purpose of installing and testing its Co-Location Equipment and carrying live traffic via the Co-Location Equipment.

### THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. The definition of "End Date" in the Co-Location Agreement dated 1 August 2012 is hereby deleted and replaced as follows:
  - "End Date" means 31 December 2014.
- 2. Save for the amendment stated in this Agreement, all the other provisions in Co-Location Agreement dated 1 August 2012 shall remain.

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

| OpenNet Pte Ltd  |  |
|--|--|
| (Name of Signatory) for and on behalf of OPENNET PTE. LTD. in the presence of: | )<br>)<br>)<br>)<br><u>(signature)</u><br>Title: |
| (signature of witness) Name of Witness: Title:                                 |  |
| Nucleus Connect Pte Ltd  | N.   |
| Signed by  | )<br>)<br>)<br>)<br><u>(signature)</u><br>Title: |
| (signature of witness) Name of Witness: Title:                                 |  |