

CONFIDENTIAL

Dated _____ 2018

SUPPLEMENTARY CUSTOMISED AGREEMENT

Between

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

and

COLT TECHNOLOGY SERVICES PTE. LTD

DATA CENTRE SURCHARGE

THIS SUPPLEMENTARY CUSTOMISED AGREEMENT is made on [] 2018.

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) **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 (“**Requesting Licensee**”)

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

WHEREAS:

- (A) Parties) had entered into a Customised Agreement dated 11 April 2016 (“**CA**”), attached hereto as ANNEX A to regulate the Parties’ respective obligations and responsibilities with regards to the provision of Schedule 2 Non-Residential End-User Connection to the Data Centre.
- (B) The CA will expire on 10 April 2018. Parties wish to renew the CA for a further one (1) year on the same terms and conditions.

THE PARTIES HEREBY AGREE AS FOLLOWS:

- A. The CA shall be renewed for a further one (1) year and shall expire on 10 April 2019, unless further renewed as agreed in writing between the Parties.
- B. Clause 6.7 of the CA shall be replaced with the following :

“6.7 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.”

- C. 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.

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) _____

(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) _____

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

COLT

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

(signature) _____
Title:

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

ANNEX A