

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

**EXTENSION OF SCHEDULE 2 NON-RESIDENTIAL END-USER
CONNECTION TO THE TELSTRA DATA CENTRE LOCATED AT 110
PAYA LEBAR ROAD SINGAPORE 409009**

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) The Requesting Licensee and CityNet Infrastructure Management Pte. Ltd. (in its capacity as the then trustee-manager of NetLink Trust) had entered into a Customised Agreement dated 29 March 2016 (“**CA**”) to regulate the Parties’ respective obligations and responsibilities with regards to the provision of Schedule 2 Non-Residential End-User Connection to the Telstra Data Centre. The Requesting Licensee and CityNet Infrastructure Management Pte. Ltd. (in its capacity as the then trustee-manager of NetLink Trust) subsequently entered into a Supplementary Customised Agreement dated 3 February 2017 (the “**First Supplementary CA**”) to extend the term of the CA to 10 April 2018. A copy of the First Supplementary CA is annexed hereto as ANNEX A.
- (B) On 13 April 2017, NetLink Management Pte. Ltd. succeeded CityNet Infrastructure Management Pte. Ltd. as trustee-manager of the NetLink Trust.
- (C) The First Supplementary CA will expire on 10 April 2018. Parties wish to renew the First Supplementary CA for a further one (1) year on the terms and conditions set out herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. 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.
2. Clause 7.7 of the CA shall be replaced with the following:

“7.7 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.”

3. 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.

ANNEX A