

SCHEDULE 8

CO-LOCATION

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1. GENERAL

CLAUSE 1.1 – MODIFICATION REQUIRED

IDA:

Please refer to paragraph 5 of Annex 1 of this Direction and IDA's general comments to SingTel's proposed Schedule 8E. SingTel must expand Schedule 8B of its RIO to govern co-location for access to SingTel's tail LLCs. IDA is satisfied that there are compelling policy reasons to require SingTel to maintain a single unified Schedule 8B to govern all requests for Co-Location Space for POA (including access to loops and SingTel's tail LLCs). SingTel must modify Schedule 8 to comply with the above requirements.

SINGTEL RESPONSE:

- *Please see SingTel's amendments to Schedule 8B and consequential amendments in this Schedule 8.*
- *Schedule 8E was not drafted in a way that would require a Requesting Licensee to obtain separate Co-Location space and install separate equipment in relation to the TLLC Service in the same exchange (where they may already have equipment co-located pursuant to Schedule 8B). The IDA is already aware that a Requesting Licensee may use the same equipment already co-located in a SingTel exchange pursuant to Schedule 8B to access the TLLC Service.*
- *Schedule 8B and 8E were drafted separately to ensure that SingTel could readily identify the type of co-location that was being sought by Requesting Licensees. It was also intended to simplify Co-Location requests by Requesting Licensees.*
- *The existence of Schedule 8E as a stand alone schedule would not have made a difference when the TLLC Service ceased to be a mandated wholesale under Appendix 2 of the Code. There is no physical change to be effected in such an instance. The IDA has not provided any justification that maintaining Schedules 8B and 8E as separate Schedules will create inefficiencies or a problematic transition of the TLLC Service from a mandated wholesale service to an IRS.*

- *Notwithstanding the lack of any plausible justification of the IDA's position, SingTel will combine Schedules 8B and 8E.*

1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with Co-Location Space at the following Co-Location Sites:

- (a) an Exchange Building for a Point of Interconnection (Schedule 8A);
- (b) an Exchange Building for a Point of Access (Schedule 8B);
- (c) a Satellite Earth Station (Schedule 8C); and

IDA:

IDA notes the following typographical error – the word “and” should be deleted from clause 1.1(c).

SINGTEL RESPONSE:

Noted, but no substantive difference since there will be no new Schedule 8E.

- (d) a Submarine Cable Landing Station/Frontier Station (Schedule 8D).

1.2 The Requesting Licensee may request Co-Location at sites specified in the Code in addition to those specified or described in Schedules 8A, 8B, 8C and 8D.

1.3 On receipt of a request under clause 1.2 at a site which is specified in the Code, SingTel and the Requesting Licensee will promptly discuss the Requesting Licensee's request.

1.4 If, thirty (30) Calendar Days after the receipt of a request under clause 1.2 and following discussions under clause 1.3, the Requesting Licensee wishes to pursue Co-Location at a site referred to in its request, SingTel will commence the formulation of terms and conditions (including amended terms and conditions) to incorporate into this RIO Agreement.

1.5 SingTel will submit terms and conditions formulated under clause 1.4 to the Authority for approval and incorporation into the RIO and this RIO Agreement within sixty (60) Calendar Days after the receipt of a request under clause 1.2.

- 1.6** In cases where SingTel cannot offer physical co-location due to space limitations or any other legitimate reasons, SingTel must take reasonable measures to propose an alternative solution. Such alternative solutions may include options such as virtual co-location, conditioning additional equipment space, optimising the use of existing space or finding adjacent space.