

**SCHEDULE 8B**

**CO-LOCATION FOR POINT OF ACCESS (POA)**

## **CONTENTS**

|  |           |
|--|-----------|
| <b>1. GENERAL</b>  | <b>1</b>  |
| <b>2. AVAILABILITY AT A CO-LOCATION SITE</b>   | <b>3</b>  |
| <b>3. ORDERING AND PROVISIONING PROCEDURE</b>  | <b>6</b>  |
| <b>4. PROJECT STUDY</b>  | <b>12</b> |
| <b>5. SITE PREPARATION WORK</b>  | <b>13</b> |
| <b>6. INSTALLATION AND MAINTENANCE OF CO-LOCATION EQUIPMENT IN CO-LOCATION SPACE</b> | <b>14</b> |
| <b>7. TERM OF LICENCE</b>  | <b>15</b> |
| <b>8. SUB-LICENSING</b>  | <b>19</b> |
| <b>9. ADDITIONAL CO-LOCATION SPACE AND CO-LOCATION EQUIPMENT</b>                     | <b>20</b> |

### **ANNEX 8B.1**

## SCHEDULE 8B

### CO-LOCATION FOR POINT OF ACCESS (POA)

#### SINGTEL COMMENT:

*Revisions to this Schedule incorporate the IDA's comments on the draft Schedule 8E.*

#### **1. GENERAL**

- 1.1** This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with Co-Location Space and physical access thereto at Co-Location Sites where a Point of Access (**POA**) with SingTel's Network is or is to be located.
- 1.2** Except as provided in this Schedule, the Requesting Licensee shall provide all installation materials and manpower needed for the installation of their Co-Location Equipment.
- 1.3** The list of Co-Location Sites as at the date of this RIO Agreement for POAs is listed in Annex 8B.1. SingTel may vary the Co-Location Sites listed in Annex 8B.1 from time to time with the approval of the Authority.
- 1.4** SingTel shall not be responsible for any damage to the Requesting Licensee's Co-Location Equipment caused by fire, water leakage, air-conditioning/mechanical ventilation failure, power fluctuation/interruption, or anything beyond SingTel's control in the Co-Location Site other than to the extent that it is the result of a grossly negligent, wilful or reckless breach of this RIO Agreement by SingTel.

#### IDA:

*SingTel's responsibility under this clause can only be excluded to the extent that SingTel has no reasonable control against the occurrence of the relevant incident. Accordingly, SingTel must modify clause 1.4 to qualify that the occurrence of such event must have been beyond its "reasonable control".*

#### SINGTEL RESPONSE:

*SingTel does not agree to this amendment for the following reasons:*

- *Clause 1.4 was approved by the IDA in January 2001. SingTel has not been compelled to amend this provision since that time, despite new co-location provisions being subsequently included in the RIO. There is no justification for amending this provision at this time.*
- *Co-location is provided at cost. Any additional risk is commercial and is borne by the Requesting Licensee. Just as SingTel does not make a profit on providing co-location, it cannot be expected to make a loss if it does not cause the damage to the Requesting Licensee's equipment.*
- *It is the responsibility of the Requesting Licensee to insure itself against risk (just as SingTel must do with its own equipment). This is the same scenario as in MDF rooms, in which case each FBO is required to insure itself against risk, at its election.*
- *Clause 1.4 is similar to a term that is found in many agreements that govern the retail of commercial space or property. It is analogous to a landlord who does not accept liability for a tenant's loss or damage. In this respect, clause 1.4 is far more balanced than the commercial reality because SingTel does not exclude liability for actions that cause loss or damage in cases where SingTel's actions are gross negligence, wilful or reckless breach of the RIO Agreement. In the commercial world, a landlord would ask for joint insurance from its tenant to ensure against damaging the premises or goods of the landlord themselves. In addition, the tenant would be instructed to insure itself against all risk or damage. Since Co-Location Space is an IRS, SingTel does not derive any commercial gain from providing the space. Yet, SingTel is providing more than would be required under normal commercial terms. The Requesting Licensee's position in relation to its equipment is no different to that of SingTel in relation to its own equipment. SingTel itself takes out the necessary insurance against loss or damage to that equipment.*
- *Clause 1.4 is commercially reasonable in its current form. SingTel excludes liability for damage to the Requesting Licensee's Co-Location Equipment, only to the extent that such damage is caused by unacceptable conduct by SingTel that breaches its obligations under the RIO. This is a fair, balanced and widely acceptable contractual position.*
- *There is no requirement in the Code or any precedent regulatory practice that requires the supplier of a regulated service to be liable for any loss to another party's co-location equipment, in the manner suggested by the IDA. This situation is analogous to the installation of equipment at a common MDF Room, in which case the Requesting Licensee is expected to acquire its own insurance as it deems necessary.*

- 1.5** This Schedule 8B only applies to Requesting Licensees who are FBOs.
- 1.6** (a) The timeframes in this Schedule relating to pre-provisioning work to be undertaken by SingTel under clauses 3.3, 4.3 and 4.4 (such as the completion of project studies and the assessment of applications) are subject to delays caused by events outside SingTel's reasonable control, in which case SingTel may extend these timeframes for a period equal to the period of such delays.
- (b) For the avoidance of doubt, a failure to meet these timeframes caused by events outside SingTel's reasonable control does not constitute a breach of this Schedule or this RIO Agreement.
- 1.7** (a) If SingTel fails to meet any timeframes in this Schedule relating to provisioning work to be undertaken by SingTel under clause 5.2, and the failure to meet the timeframe is solely caused by SingTel, SingTel will provide a remedy to the Requesting Licensee.
- (b) Such remedy will be in the form of a credit to the Requesting Licensee of the recurring Charges payable for the delayed services over a period equal to the period of the delay.
- (c) The Requesting Licensee acknowledges that this remedy is a genuine pre-estimate of the Requesting Licensee's loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure to meet provisioning timeframes and shall be SingTel's sole and exclusive liability to the Requesting Licensee for such failure.

## **2. AVAILABILITY AT A CO-LOCATION SITE**

- 2.1** For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of Co-Location Space at a Co-Location Site:
- (a) SingTel's reasonably anticipated requirements in the next two (2) years for space at the Co-Location Site for the provision to itself and its Customers;
- (b) SingTel's reasonably anticipated requirements in the next two (2) years for space at the Co-Location Site for operation and maintenance purposes;

**IDA:**

*Sub-section 5.3.5.5.3 of the Code allows a Dominant Licensee to reserve capacity, but only for “projected rates of growth” and not for “operation and maintenance purposes”. Accordingly, unless SingTel can provide IDA with satisfactory justification, SingTel must delete: (a) clause 2.1(b) in its entirety; and (b) the reference to “operation and maintenance purposes” in clause 2.1(c).*

**SINGTEL RESPONSE:**

*SingTel does not agree to this amendment for the following reasons:*

- *These clauses were approved by the IDA in January 2000 as Code compliant. SingTel has not been compelled to amend this clause since that time, despite new co-location provisions being subsequently inserted in the RIO. There is no justification for amending this clause at this time.*
  - *The reservation of space for operational and maintenance is not only good engineering practice, but essential for the operation of a telecommunication network. For example, a network operator must reserve space for operational and maintenance to enable old or obsolete equipment to be replaced without the need to power down before removing it.*
  - *SingTel follows best engineering practices of a competent network operator, as obliged in the RIO. A competent operator would set aside turn-around space in its exchange to install new equipment before retiring old or fault-prone equipment. In extreme cases, it may take months to commission a new switch. Not having space for maintenance would result in extensive and unacceptable disruptions to customers in the case of faults and essential maintenance.*
  - *There have been no cases a SingTel has denied a Requesting Licensee Co-Location Space on the basis that there was insufficient space under SingTel’s O&M requirements. In any case, if SingTel does not have collocation space available, there is an exemption process which is subject to IDA review in accordance with the Code. The purpose of these provisions are realistic and necessary in practice.*
- (c) the Requesting Licensee and other Third Party requirements (including for operation and maintenance purposes) which have been ordered but not yet delivered or which have been provided;

- (d) security and confidentiality requirements imposed on SingTel by Governmental Agencies; and
- (e) whether SingTel has plans or otherwise proposes to decommission the Co-Location Site within six (6) months of the date of the Co-Location Request.

**IDA:**

*IDA's position is that SingTel should only reject a request for co-location at a Co-Location Site which has been earmarked by SingTel for decommissioning, if such decommissioning will occur within a reasonable timeframe from the date of request. The Requesting Licensee must be given the flexibility to decide if it is feasible to obtain co-location for the remaining period prior to such applicable timeframe. IDA's view is that providing for decommissioning 6 months in advance is reasonable. Accordingly, SingTel must modify clause 2.1(e) to comply with the above requirements.*

**SINGTEL RESPONSE:**

- *SingTel do not agree to limiting to months in advance of decommissioning the Co-Location Site. However, if IDA deems necessary, SingTel propose to include "within six (6) months of the date of the Co-Location Request" after the sentence in paragraph (e).*
- *SingTel notes that decommissioning involves the progressive, co-ordinated transfer of existing services to another operational exchange over a period of time. It is more likely to exceed 6 months. Such a preclusion is necessary to provide SingTel and Requesting Licensee with a basis for managing the risks and processes associated with decommissioning.*
- *If the IDA deems it necessary to limit to 6 months in advance, SingTel does not warrant that there will be an active service for the Requesting Licensee in the period prior to decommissioning. This does not prejudice the principle that the Requesting Licensees is precluded from making claims against or holding SingTel liable for any loss or damage suffered by the Requesting Licensee as a consequence of decommissioning. The Requesting Licensee is required to bear its own costs associated with the closure of the Co-Location Site.*

### 3. ORDERING AND PROVISIONING PROCEDURE

#### *CLAUSES 3 TO 5 GENERALLY – MODIFICATION REQUIRED*

##### IDA:

*IDA's position is that the existing ordering, provisioning and project study procedures set out in clauses 3 to 5 are cumbersome and can be significantly streamlined to provide for a more efficient process. SingTel must modify these clauses to incorporate the following requirements:*

- (a) *Within 3 Business Days from the date of receipt of a request for Co-Location Space, SingTel must notify the Requesting Licensee whether the request is rejected or accepted in the manner set out in clause 3.3.*

##### SINGTEL RESPONSE:

- These clauses were approved by the IDA in January 2001 as being Code-compliant. SingTel has not been compelled to amend this provision since that time, despite new co-location provisions being subsequently included in the RIO. There is no justification for amending this provision at this time.*
- In any case, noted. No change to clause 3.3.*

##### IDA:

- (b) *If SingTel accepts the request on a preliminary and non-binding basis, SingTel must immediately proceed to conduct and complete the Project Study within 15 Business Days from the date of the Requesting Licensee's request for Co-Location Space.*

##### SINGTEL RESPONSE:

- These clauses were approved by the IDA in January 2001. SingTel has not been compelled to amend this provision since that time, despite new co-location provisions being subsequently included in the RIO. There is no justification for amending this provision at this time.*
- Please note that in this case, all requests constitute a Committed order. Accordingly, the Requesting Licensee must pay all relevant charges. The IDA will be aware that the*

*original process was developed with the view of providing the Requesting Licensee with the opportunity to terminate the request before it incurred additional costs and SingTel expended more resources. From our experience with this process, it remains necessary.*

- *SingTel could agree to this change only if the IDA agrees that SingTel would recover the cost, including the opportunity cost, in performing the unproductive works as a result of the Requesting Licensee cancelling the request after completion of Project Study.*
- *See changes to clause 3.3.*

**IDA:**

- (c) *Unless SingTel can provide IDA with satisfactory justification, the requirement for a preliminary site visit in clause 4.2 must be removed. Instead, the parties need only conduct a single joint site visit in the course of the Project Study.*

**SINGTEL RESPONSE:**

- *The preliminary site survey is an initial scoping by SingTel to determine the most efficient, technically optimum method to provide the co-location. This preliminary visit has proved to be necessary because it enables engineering and operational staff to identify these issues first-hand and present them to the Requesting Licensee in the follow-up joint site survey.*
- *Accordingly, this step in the process needs to be retained because it has proven mutually useful and advantageous.*
- *There are necessary pre-provisioning processes as well as the approval process after the conclusion of the first site visit.*

**IDA:**

- (d) *SingTel must provide for a specific timeframe by which SingTel will complete all Site Preparation Work. IDA will not permit SingTel to, on a case-by-case basis, indicate to the Requesting Licensee the expected date of completion of such works. SingTel must propose for IDA's approval, a reasonable timeframe for inclusion.*

**SINGTEL RESPONSE:**

- *This is impossible and SingTel cannot agree to this amendment. The timeframe for site preparation works varies according to site conditions and approvals from the relevant authorities. It is also subject to any additional requirements from the Requesting Licensee. Every exchange and Co-Location Site is different.*
- *The only certainty that SingTel can reasonably compromise is that if a revised date for completion is required, this revised date will be within a reasonable period of time (see clause 5.2).*

**IDA:**

- (e) *Clause 5 does not adequately address the scenario whereby the costs incurred exceed the estimated Charges that SingTel initially provided to the Requesting Licensee. SingTel must incorporate modifications to provide for its obligation to keep the Requesting Licensee informed if SingTel has any reason to believe that the costs incurred may exceed the estimated Charges and to seek the Requesting Licensee's agreement to such additional charges.*

**SINGTEL RESPONSE:**

*Noted. See changes to clause 5.1.*

**IDA:**

- (f) *SingTel must account to the Requesting Licensee all estimated Charges for the Site Preparation Work in order to enable the Requesting Licensee to decide if it wishes to proceed with Co-Location. Accordingly, SingTel must modify clause 5.1 to provide that SingTel will include, as part of the notification of the result of the Project Study, clear and detailed explanation of the scope of Site Preparation Work to be undertaken together with the estimated Charges for each item of such work.*

**SINGTEL RESPONSE:**

- *SingTel can provide a breakdown by major components of the estimated Charges for Site Preparation Work (see amendments to clause 4.4(a)).*
- *Clause 5.1 has been amended for consistency with clause 6.8 of Schedule 3A in terms of revised price estimates.*

**SINGTEL NOTE:**

- *The following provisions include consequential changes to clause 3.1, as the new Schedule 8E is to be merged into the existing Schedule 8B.*

**3.1** The Requesting Licensee shall submit its request for Co-Location Space at a Co-Location Site for POA listed in Annex 8B.1 using a Co-Location Request Form in the form of Attachment G for Local Loop, Sub Loop or Shared Line, or Attachment I in the case of Co-Location for TLLC, containing the following information:

- (a) the Co-Location Site listed in Annex 8B.1 at which Co-Location Space is sought;
- (b) confirmation that Co-Location Space at that Co-Location Site is for the purpose of:
  - (i) connection of Local Loop, Sub Loop or Shared Line licensed or to be licensed under Schedules 3A and 3B; or
  - (ii) TLLC licensed or to be licensed under Schedule 7B;
- (c) the type of Co-Location Equipment proposed to be installed at that Co-Location Site;
- (d) the space (subject to clause 3.2) and power requirements;
- (e) the floor loading of the Co-Location Equipment;
- (f) the capacity of the Subscriber Loop Tie Cable;
- (g) the type of optical fibre cable to be used, and the diameter of the fibre cable;
- (h) the Requesting Licensee's contact details; and

(i) in the case of Co-Location in relation to TLLC, the quantities and specifications for each of:

(i) the n x 64 Kbps Tie Cables (in multiples of eight (8) TLLC Services for below 2 Mbps TLLC Service bandwidth);

**IDA:**

*Unless SingTel can provide satisfactory justification as to why Tie Cables must be obtained in multiples of eight, SingTel must allow the Requesting Licensee to obtain Tie Cables singly.*

(ii) the 2 Mbps Tie Cables (in multiples of eight (8) TLLC Services for 2 Mbps TLLC Service bandwidth); and

**IDA:**

*Unless SingTel can provide satisfactory justification as to why Tie Cables must be obtained in multiples of eight, SingTel must allow the Requesting Licensee to obtain Tie Cables singly.*

(iii) the coaxial/fibre Tie Cables (in multiples of eight (8) TLLC Services for 45 Mbps and 155 Mbps TLLC Service bandwidth).

**IDA:**

*Unless SingTel can provide satisfactory justification as to why coaxial/fibre Tie Cables must be obtained in multiples of eight, SingTel must allow the Requesting Licensee to obtain coaxial/fibre Tie Cables singly.*

**SINGTEL RESPONSE:**

- *Each of the amounts in paragraph (i), subclauses (1) to (iii) are the standard cable amounts used for carrying electrical signals to provide the TLLC Service. These amounts are standard and accepted engineering practice.*
- *The quantities ensure that sufficient pairs are available for maintenance. This is also consistent with good engineering practice.*

**3.2** The Requesting Licensee must request space at a Co-Location Site of a minimum of one (1) square metre to a maximum of ten (10) square metres.

**3.3** SingTel shall acknowledge receipt of the Co-Location Request under clause 3.1 within three (3) Business Days and indicate whether the Co-Location Request is preliminarily accepted on a non-binding basis (subject to the completion of a Project Study under clause 4) or rejected. If the Co-Location Request is accepted on this basis, it shall constitute a committed order for Co-Location by the Requesting Licensee. If the Co-Location Request is rejected, SingTel will provide the reasons for such rejection to the Requesting Licensee. SingTel shall recover the Co-Location Request fee for the reasonable cost of processing the Co-Location Request as provided in Schedule 9, irrespective of the outcome of the Co-Location Request, or if the committed order is terminated for any reason.

**3.4** SingTel may reject a Co-Location Request if:

- (a) the Requesting Licensee is not an FBO; or
- (b) the Co-Location Request is not in the prescribed form; or
- (c) the Co-Location Request does not contain the required information; or
- (d) the space requested is not within the limits prescribed by clause 3.2; or
- (e) subject to clause 3.4A, there is no available space at the Co-Location Site as determined in accordance with clause 2; or
- (f) acceptance of the Co-Location Request will give rise to significant health, safety, technical or engineering issues.

**3.4A** Notwithstanding that SingTel has plans or otherwise proposes to decommission a Co-Location Site within six (6) months of a Co-Location Request, the Requesting

Licensee acknowledges and accepts that SingTel's acceptance of that Co-Location Request is on the basis that:

- (a) the Requesting Licensee will be responsible for its own costs associated with that decommissioning;
- (b) SingTel will not be liable for any loss or damage incurred by the Requesting Licensee in connection with that decommissioning; and
- (c) SingTel does not warrant that there will be an active and uninterrupted TLLC Service during the period prior to the decommissioning.

**3.5** The Requesting Licensee acknowledges that the Co-Location Space allocated and the actual placement of the Co-Location Equipment shall be determined by SingTel. SingTel is not obligated to place the same Requesting Licensee's Co-Located Equipment adjacent to each other, provided that SingTel will use its reasonable endeavours to accommodate any reasonable request for adjacent placement made by the Requesting Licensee.

#### **4. PROJECT STUDY**

**4.1** SingTel will commence a Project Study within fifteen (15) Business Days of giving its preliminary acceptance under clause 3.3. By SingTel giving its preliminary acceptance, the Requesting Licensee agrees to pay the Project Study fee.

**4.2** The Project Study normally entails at least two (2) site visits:

- (a) a preliminary site survey by SingTel to determine and assess the space, power, earth, fibre and Subscriber Loop Tie Cable routing and any Site Preparation Works required for Co-Location; and
- (b) a joint site survey with the Requesting Licensee.

**4.3** SingTel shall schedule the preliminary site survey and a joint site survey. SingTel shall complete the Project Study within fifteen (15) Business Days of its commencement.

**4.4** Following completion of the Project Study, SingTel shall provide the Requesting Licensee with the following information:

- (a) the estimated Charges for the Site Preparation Work (including a breakdown of the major components of the Charges) and an outline of the major elements of the Site Preparation Work to be undertaken by SingTel;
- (b) the location of the designated Lead-in Manhole and the direction of the Connection Duct;
- (c) the length of fibre cable required from the Lead-in Manhole to the Co-Location Space;
- (d) the number of Business Days reasonably expected to complete the Site Preparation Work; and
- (e) in the case of Co-Location in relation to TLLC, the length and associated connectors for each of:
  - (i) the n x 64 Kbps Tie Cables (for below 2 Mbps TLLC Service bandwidth);
  - (ii) the 2 Mbps Tie Cables (for 2 Mbps TLLC Service bandwidth); and/or
  - (iii) the coaxial/fibre Tie Cables (for 45 Mbps and 155 Mbps TLLC bandwidth).

**4.5** SingTel shall be entitled to levy and receive the Project Study Fee provided in Schedule 9 irrespective of whether the Requesting Licensee proceeds with the Co-Location Request after completion of the Project Study.

## **5. SITE PREPARATION WORK**

**5.1** Within five (5) Business Days from the date of notification of the result of the Project Study under clause 4.4, the Requesting Licensee shall confirm in writing that it wishes to proceed with Co-Location and it agrees to pay the estimated Charges for Site Preparation Work (as notified by SingTel from time to time). The Charges for Site Preparation Work are estimates only and are subject to change. ~~SingTel will give reasonable notice to the Requesting Licensee of any changes in the estimated Charges for Site Preparation Work.~~ SingTel shall use its reasonable endeavours to complete the Site Preparation Work within the price estimate. SingTel may provide the Requesting Licensee with a revised price estimate from time to time due to

circumstances beyond its control. SingTel may suspend construction under this clause until the Requesting Licensee agrees to the revised price estimate. SingTel shall complete the Site Preparation Work within the period advised under clause 4.4. If SingTel is unable to complete the Site Preparation Work within the advised period, SingTel shall notify the Requesting Licensee of a revised date for completion (which, in all the circumstances, shall be within a reasonable period of time).

**5.2** As part of the Site Preparation Work, SingTel shall construct two (2) 110mm Connection Ducts of one (1) metre from the designated Lead-in Manhole in the direction indicated in clause 4.4(b) for the Requesting Licensee to connect its ducts. SingTel shall construct the duct seal for the Connection Ducts constructed in SingTel's Lead-in Manhole.

**5.3** Upon completion of the Site Preparation Work, SingTel will notify the Requesting Licensee and request the Requesting Licensee to attend the Co-Location Site for a final site inspection of the Co-Location Space.

**6. INSTALLATION AND MAINTENANCE OF CO-LOCATION EQUIPMENT IN CO-LOCATION SPACE**

**6.1** The Parties agree to comply with the following procedures in connection with the installation and maintenance of Co-Location Equipment:

- (a) the Co-Location Equipment Installation and Maintenance Procedures at Attachment A and as amended by SingTel from time to time;
- (b) the Standard Operating Procedures at Attachment B and as amended by SingTel from time to time; and
- (c) the Physical Access Procedures at Attachment C and as amended by SingTel from time to time.

**6.2** SingTel shall provide:

- (a) the installation and termination of the Subscriber Loop Tie Cable; and
- (b) the distribution frame in connection with the routing of the Requesting Licensee's TLLC Service and shall perform the physical installation and termination of the Requesting Licensee's cabling to SingTel's distribution frame. However, the Requesting Licensee shall be responsible for all terminations at its own equipment

and for providing the associated cabling and connectors between the Requesting Licensee's Equipment and SingTel's distribution frame in order to facilitate the physical termination of the link to SingTel's distribution frame.

- 6.3** The Requesting Licensee shall pay SingTel in accordance with Schedule 9:
- (a) the recurring Charges for the lease of the Subscriber Loop Tie Cable; and
  - (b) the one-time Charges for the installation and termination of the Requesting Licensee's Tie Cables.

## **7. TERM OF LICENCE**

- 7.1** A licence of each Co-Location Space under this Schedule shall commence on the date the Requesting Licensee confirms its acceptance of the Charges for Site Preparation Work at the Co-Location Site and continues for a period of two (2) years unless terminated earlier in accordance with this Schedule.
- 7.2** SingTel may terminate the licence of Co-Location Space at any time with immediate effect by giving notice to the Requesting Licensee if the Requesting Licensee fails to complete the installation of its Co-Location Equipment within thirty (30) Business Days under Attachment A. If the Requesting Licensee's failure to complete installation is attributable to circumstances beyond the Requesting Licensee's reasonable control, SingTel will grant a reasonable extension of time for installation to the Requesting Licensee at the Requesting Licensee's request. A Requesting Licensee's request under this clause must describe the circumstances beyond the Requesting Licensee's control and such request must be received prior to the expiry of the aforementioned thirty (30) Business Day period.
- 7.3** The Requesting Licensee may terminate a licence of Co-Location Space under this Schedule by giving SingTel no less than six (6) months written notice. Termination of the licence will take effect from the date specified in the notice.
- 7.4** Subject to clause 13.2 of the RIO Agreement where SingTel is the terminating party, either Party (**Terminating Party**) may immediately terminate a licence of Co-Location Space at a Co-Location Site if the other Party is in breach of this Schedule and such breach remains unremedied for a period of five (5) Business Days after receiving written notice from the Terminating Party to do so.

**7.5** Subject to clause 13.2 of the RIO Agreement, SingTel may immediately terminate a licence of Co-Location Space at a Co-Location Site if:

- (a) the Requesting Licensee is no longer an FBO;

**IDA:**

*As the event for termination specified in clause 7.5(a) above is already provided for in clause 13.1(a) of the Main Body of the RIO, SingTel should delete clause 7.5(a).*

**SINGTEL RESPONSE:**

*Clause 13.1(a) of the Main Body refers to termination of the entire RIO Agreement, not termination of a specific licence under the RIO. Clause 7.5(a) above and clause 13.1(a) are about termination of two different things. There is no duplication.*

- (b) in SingTel's reasonable opinion, the Requesting Licensee is using the Co-Location Space in contravention of an applicable law, licence, code, regulation or direction and SingTel has the necessary confirmation from the relevant Governmental Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;

**IDA:**

*As the event for termination specified in clause 7.5(a) above is already provided for in clause 13.1(a) of the Main Body of the RIO, SingTel should delete clause 7.5(a).*

**SINGTEL RESPONSE:**

*Clause 13.1(a) of the Main Body refers to termination of the entire RIO Agreement, not termination of a specific licence under the RIO. Clause 7.5(a) above and clause 13.1(a) are about termination of two different things. There is no duplication.*

- (c) the licence of Co-Location Space causes or is likely to cause physical or technical harm to the SingTel Network or Co-Location Site, including but not limited to causing damage, interfering with or causing deterioration in the operation of the SingTel Network;
- (d) the Co-Location Equipment is used for a purpose other than for access to UNEs and/or connection to TLLC in accordance with this RIO Agreement;

**IDA:**

*Please refer to paragraph 5 of Annex 1 of this Direction and IDA's annotations above in relation to expanding Schedule 8B to include Co-Location for POA to tail circuits. As a consequential amendment, SingTel should substitute the words "for connection for the supply of the TLLC Service to the Requesting Licensee" with "access to UNEs and/or connection to tail circuits".*

**SINGTEL RESPONSE:**

*Noted. The defined term "TLLC" has been included in paragraph (d) above.*

- (e) the Requesting Licensee's Co-Location Equipment is not connected in respect of access to UNEs and/or connection to TLLC supplied in accordance with this RIO Agreement;

**IDA:**

*Please refer to paragraph 5 of Annex 1 of this Direction and IDA's annotations above in relation to expanding Schedule 8B to include Co-Location for POA to tail circuits. As a consequential amendment, SingTel should substitute the words "for connection for the supply of the TLLC Service to the Requesting Licensee" with "access to UNEs and/or connection to tail circuits".*

**SINGTEL RESPONSE:**

*Noted. The defined term "TLLC" has been included in paragraph (e) above.*

- (f) the Requesting Licensee removes or abandons its Co-Location Equipment;
- (g) the Requesting Licensee locates equipment other than Co-Location Equipment in the Co-Location Space;
- (h) the Co-Location Space has become unsafe or unsuitable for its purpose; or

**IDA:**

*Unless SingTel can provide IDA with satisfactory justification for retaining clause 7.5(h), SingTel must delete clause 7.5(h) in its entirety. As drafted, it is unclear as to the*

*circumstances which SingTel considers Co-Location Space to have “become unsafe or unsuitable for its purposes”.*

**SINGTEL RESPONSE:**

- *The IDA approved this clause as Code compliant in 2001. This proposed change is unnecessary and this clause has never been queried since its inception. It is a universal requirement to cease providing co-location in sites that become unsafe or unsuitable. There is nothing ambiguous about a site that becomes unsafe or unsuitable for its purpose.*
  - *If a Co-Location Site has structural problems that pose a danger to the safety of people or could cause damage to equipment, SingTel has a duty to ensure that such danger or damage is not realised. Otherwise, SingTel could potentially be said to be in wilful breach of its obligations to act as a competent network operator under the RIO.*
  - *Requesting Licensees, as well as SingTel personnel, expect that SingTel will do everything in its power to prevent danger or damage caused by unsuitable or unsafe co-location areas.*
- (i) SingTel’s right to own, maintain or operate the Co-Location Site is revoked or terminates or expires.

**7.6** SingTel may give the Requesting Licensee no less than six (6) months notice at any time during the term that the licence at a Co-Location Space is to be terminated because of the closure of that Co-Location Site. The Requesting Licensee shall bear its own cost associated with the closure of a Co-Location Site. In the event that the Requesting Licensee requests assistance from SingTel within thirty (30) Business Days after receiving a notice under this clause to provide an alternative solution to the Co-Location Space which is being terminated SingTel will use its reasonable endeavours in providing such assistance. SingTel will take reasonable measures to minimise disruptions to the Requesting Licensee in the provision of its services to Customers arising from the termination of the Co-Location Site. The Requesting Licensee shall remain solely responsible for making any alternative arrangements as are necessary to continue to provide its Customers with services. Nothing in this clause prevents SingTel from terminating the licence at a Co-Location Space at the end of the six (6) month notice period under this clause provided that SingTel has complied with this clause.

**7.7** Upon expiry or termination of the licence of Co-Location Space:

- (a) the Requesting Licensee must discontinue the use of its Co-Location Equipment and remove its Co-Location Equipment from the Co-Location Site within thirty (30) Business Days after the expiry of the Requesting Licensee's licence or from the date of termination of Co-Location Space, whichever is the earlier.
- (b) SingTel shall reinstate the Co-Location Space and recover/reinstate all cables/supports/opening and recover the reasonable cost of such reinstatement from the Requesting Licensee.

**7.8** If the Requesting Licensee fails to discontinue the use of its Co-Location Equipment and remove its Co-Location Equipment under clause 7.7, SingTel shall remove the Requesting Licensee's Co-Location Equipment and reinstate the Co-Location Site to its original condition. The Requesting Licensee shall pay to SingTel all reasonable costs associated with the work undertaken by SingTel including the disposal of the Co-Location Equipment. In such event, the Requesting Licensee shall have no claim whatsoever against SingTel.

**7.9** Upon termination of the licence of Co-Location Space, any physical access granted to the Co-Location Site shall also be terminated.

**7.10** Upon termination by the Requesting Licensee under clause 7.3 or by SingTel under clauses 7.2, 7.4 or 7.5 (except clause 7.5(h) and (i)) of a licence of a Co-Location Space prior to the expiry of the licence term referred to in clause 7.1, the following Charges shall be recovered from the Requesting Licensee but only where SingTel has, at its discretion, constructed additional Co-Location Space and has not recovered the full cost of Site Preparation Work from the Requesting Licensee from upfront Site Preparation Work Charges:

- (a) licence Charges for the remainder of the original licence term; and
- (b) outstanding pro-rata Site Preparation Work Charges.

## **8. SUB-LICENSING**

**8.1** The Requesting Licensee must not assign the licence in respect of or sub-let the Co-Location Space at the Co-Location Site.

## 9. ADDITIONAL CO-LOCATION SPACE AND CO-LOCATION EQUIPMENT

### ***CLAUSE 9.1 – MODIFICATION REQUIRED***

9.1 If the Requesting Licensee wishes to replace, modify or rearrange existing Co-Location Equipment in the Co-Location Space or to install additional Co-Location Equipment in the Co-Location Space, the Requesting Licensee must submit a request in respect of the replacement, modification, rearrangement or additional Co-Location Equipment.

#### **IDA:**

*SingTel must identify the specific provisions in clause 3 that are applicable for a request to replace, modify, rearrange or add Co-Location Equipment. The applicable procedures and timeframes for such requests must be sufficiently streamlined to enable a Requesting Licensee to make its request and for SingTel to process the request in an efficient and expeditious manner. Any reasonable cost which SingTel seeks to recover for processing such requests is subject to IDA's approval and audit for inclusion in Schedule 9. SingTel must modify clause 9.1 in the manner as specified.*

#### **SINGTEL RESPONSE:**

- *This is a universal provision in co-location arrangements that has never been brought into question. It is essential for SingTel, as the provider of the Co-Location Space, to know what is in that space and to manage the entry and exit of people in that space.*
- *Co-Location Sites contain equipment belonging to various parties. It would be impossible for SingTel to manage a Co-Location Space and to fulfil its obligations to those co-locating parties if a standard process is not followed. Otherwise, there would be no accountability or control over what and how much equipment is inside a Co-Location Site.*
- *This is already a “streamlined” process which has not caused any concern to date. It operates to the mutual benefit of all Licensees.*

9.2 Requests for additional Co-Location Space at Co-Location Sites, or additional relevant Tie Cables for the TLLC Service, shall be treated as a separate Co-Location Request and the process of ordering and provisioning in clause 3 shall apply.

**IDA:**

*SingTel must specify a separate process and develop a separate form for the request of additional Tie Cables. The applicable process and timeframe for such requests must be sufficiently streamlined to enable a Requesting Licensee to make its request and for SingTel to process the request in an efficient and expeditious manner. SingTel must modify clause 9.2 in the manner as specified.*

**SINGTEL RESPONSE:**

- *Clause 9.2 has always specified that additional requests for Co-Location Space will be dealt with as a separate Co-Location Request to which clause 3 applies. This has never been a concern with this process since the RIO's inception. The inclusion of additional Tie Cables is a logical addition to the existing clause 9.2.*
- *It is clear that additional Tie Cables can be ordered by completing the form at Attachment I. There is no justification for additional forms or interfering with a process that has to date operated in a mutually beneficial way.*

**IDA:**

**ANNEX 8B.1 – MODIFICATION REQUIRED**

*As the availability of the TLLC Service is identified in Annex 7B-6 by reference to the Singapore Postal Code's Sector Code, SingTel must correspondingly identify by reference to the Singapore Postal Code's Sector Code, the geographical location served by the exchanges specified in this Annex 8E.1. In this respect, SingTel must list all the Sector Code(s) served by each exchange specified in this Annex 8E.1. Such information is necessary in order to enable the Requesting Licensee to accurately identify the relevant exchange to co-locate their equipment to serve End User's site.*

**SINGTEL RESPONSE:**

*The Postal Sector Codes are used for service category and billing purposes only. Annex 8B-1 has never stated every geographic location served by each of these exchanges. There is not, and has never been, a necessity for any Licensee to be given every Sector Code in Singapore in order for it to identify the relevant exchange.*

**ANNEX 8B.1**

**LIST OF POSSIBLE CO-LOCATION SITES FOR POA**

| <b>Serial Number</b> | <b>Description of POA Co-Location Site</b> |
|----------------------|--|
| 1                    | Ang Mo Kio Telephone Exchange              |
| 2                    | Ayer Rajah Telephone Exchange              |
| 3                    | Bedok Telephone Exchange                   |
| 4                    | Bukit Panjang Telephone Exchange           |
| 5                    | Bukit Timah Telephone Exchange             |
| 6                    | Changi Telephone Exchange                  |
| 7                    | Central Telephone Exchange                 |
| 8                    | East Telephone Exchange                    |
| 9                    | Geylang Telephone Exchange                 |
| 10                   | Hougang Telephone Exchange                 |
| 11                   | Jurong East Telephone Exchange             |
| 12                   | Jurong Telephone Exchange                  |
| 13                   | Jurong West Telephone Exchange             |
| 14                   | Katong Telephone Exchange                  |
| 15                   | North Telephone Exchange                   |

|    |                                  |
|----|----------------------------------|
| 16 | Paya Lebar Telephone Exchange    |
| 17 | Pasir Ris Telephone Exchange     |
| 18 | Telok Blangah Telephone Exchange |
| 19 | Tampines Telephone Exchange      |
| 20 | Tuas Telephone Exchange          |
| 21 | Woodlands Telephone Exchange     |
| 22 | Yio Chu Kang Telephone Exchange  |
| 23 | City Telephone Exchange          |
| 24 | City South Telephone Exchange    |
| 25 | Orchard Telephone Exchange       |