

IDA ANNOTATION – 13 DECEMBER 2000

SINGTEL RESPONSE – 11 JANUARY 2001

SCHEDULE 5A

**LICENSING OF LEAD-IN DUCT AND ITS ASSOCIATED LEAD-IN
MANHOLES**

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SCHEDULE 5A

LICENSING OF LEAD-IN DUCT AND ITS ASSOCIATED LEAD-IN MANHOLES

CLAUSE 1 – MODIFICATION REQUIRED

1. SCOPE

CLAUSE 1.1 – CONDITIONAL APPROVAL

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with a licence for the use of Building Lead-in Ducts and their associated Lead-in Manholes as requested by the Requesting Licensee for the sole purpose of the Requesting Licensee providing telecommunication services to the Requesting Licensee's Customers.

CLAUSE 1.2 – CONDITIONAL APPROVAL

- 1.2 The Requesting Licensee may seek a licence with respect to available Building Lead-in Duct and its associated Lead-in Manhole owned by SingTel subject to:
- (a) the use by the Requesting Licensee of the Building Lead-in Duct and its associated Lead-in Manhole to be for the sole purpose of the Requesting Licensee providing telecommunication services to the Requesting Licensee's Customer; and
 - (b) the terms and conditions of this Schedule.

CLAUSE 1.3 – MODIFICATION REQUIRED

- 1.3 This Schedule only applies to Requesting Licensees who are FBOs and have been given approval by the Authority to gain access to Local Loop or Sub Loop providing wireline or broadband services.

Consistent with the principle of technological neutrality, see Code § 1.5.4, SingTel must modify Clause 1.3 to provide that this Schedule 5A applies to any Facilities-based Licensee providing Telecommunication Services.

SingTel comments: SingTel believes that there should be limit on the availability of loops or sub loops to certain FBOs. For example, those that have a requirement to build.

- 1.4 (a) The timeframes in this Schedule relating to pre-provisioning work to be undertaken by SingTel under clauses 4.2, 5.1 and 6.4 (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) A failure to meet these timeframes does not constitute a breach of this Schedule or this RIO Agreement.
- 1.5 (a) If SingTel fails to meet any timeframes in this Schedule relating to provisioning work to be undertaken by SingTel under clause 6.7, 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.

SingTel comments: SingTel has inserted these clauses a result of the removal of “reasonable endeavours” from certain timeframes to allow SingTel to extend these timeframes due to circumstances beyond its control. It also provides for a remedy where the provisioning delay is solely caused by SingTel.

CLAUSE 2 – MODIFICATION REQUIRED

2. AVAILABILITY OF BUILDING DUCT/MANHOLE

CLAUSE 2.1 – MODIFICATION REQUIRED

2.1 SingTel will provide a licence of Building Lead-in Duct and its associated Lead-in Manhole to the Requesting Licensee on a per Building Lead-in Duct basis.

It is not efficient to provide for an individual licence for the use of Building Lead-in Duct and its associated Lead-in Manhole on a per Building Lead-in Duct basis. Instead, SingTel must issue a single licence to include all the Building Lead-in Ducts and their associated Lead-in Manholes that the Requesting Licensee has been licensed to use.

SingTel comments: ST: The issuing of a single licence is operationally and administratively impossible to implement, as SingTel or the Requesting Licensee may need to terminate licences for certain Ducts/Manholes and not others. Allowing for multiple applications in the one request would also appear to be unnecessary.

CLAUSE 2.2 – MODIFICATION REQUIRED

2.2 For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of Building Lead-in Duct and its associated Lead-in Manhole:

- (a) SingTel’s reasonably anticipated requirements in the next two (2) years for the Building Lead-in Duct and its associated Lead-in Manhole for the provision to itself and its Customers;
- (b) SingTel’s reasonably anticipated requirements in the next two (2) years for the Building Lead-in Duct and its associated Lead-in Manhole for operations and maintenance purposes;
- (c) the Requesting Licensee and other Licensee’s requirements (including for operations 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 or Customers; and

IDA requires SingTel to provide its justification for the inclusion of Customer's security and confidentiality requirements in Clause 2.2(d), otherwise SingTel must delete this requirement.

SingTel comments: SingTel considers that it is essential for SingTel to consider security and confidentiality requirements imposed by Governmental Agencies in the context of assessing the requests or SingTel may be in breach of these obligations (which must take precedence over commercial arrangements). SingTel agrees, however, that such obligations owed to customers should give way to the RIO.

- (e) whether SingTel has plans or otherwise proposes to decommission the Building Lead-in Duct or its associated Lead-in Manhole.

CLAUSE 3 – MODIFICATION REQUIRED

3. ORDERING AND PROVISIONING PROCEDURE

CLAUSE 3.1 – MODIFICATION REQUIRED

- 3.1 This Ordering and Provisioning Procedure applies to the existing Building Lead-in Duct and its associated Lead-in Manhole where the Building Lead-in duct is currently not being used for any other purpose in SingTel's Network at the time of a request under clause 3.2.

SingTel must modify Clause 3.1 to clarify the circumstances under which its use of a duct or manhole will preclude access by any Requesting Licensee. Such restriction should be no broader than technically necessary.

SingTel comments: Clarified as above.

CLAUSE 3.2 – MODIFICATION REQUIRED

- 3.2 The Requesting Licensee shall submit its Request for licensing of Building Lead-in Duct and its associated Lead-in Manhole in the form of Annex D containing the following information:

- (a) the Building address;

- (b) the location and/or site plan of the required Building Lead-in Duct and its associated Lead-in Manhole that the Requesting Licensee seek to licence;
- (c) the number of cables to be installed at the Building Lead-in Duct and its associated Lead-in Manhole, the cable type, gauge and number of cable pairs of each cable;
- (d) the number of Building Lead-in Ducts requested; and
- (e) the number of Ducts to be connected to SingTel's Lead-in Manhole; ~~and~~
- ~~(f) such other information as SingTel reasonably requires.~~

IDA requires SingTel to specify all the information that it requires from the Requesting Licensee upfront and be subject to IDA's scrutiny as part of the RIO approval process. SingTel must delete Clause 3.2(f).

SingTel comments: Agreed.

CLAUSE 3.3 – MODIFICATION REQUIRED

- 3.3 All Requests for Building Lead-in Duct and its associated Lead-in Manhole by any Licensee will be processed on a first come first serve basis subject to the total cumulative number of Requests to be processed in clause 3.4~~5~~.

The reference to Clause 3.5 should be changed to Clause 3.4.

SingTel comments: Agreed.

CLAUSE 3.4 – MODIFICATION REQUIRED

- 3.4 ~~The cumulative number of applications for the licensing of Building Lead-in Ducts and its associated Lead-in Manhole to be processed are:~~ is Four (4) applications from any Licensee shall be processed by 5.00 pm the next Business Day, with subsequent applications overflowing to the subsequent Business Day.

~~4 applications from any Licensee shall be accepted processed by 5.00 pm the next on each Business Day, with subsequent applications overflowing to the next subsequent Business Day; and;~~

~~(b)10 applications from all Licensees shall be accepted each week, with subsequent applications overflowing to the next week.~~

The limit of 4 applications per Business Day subject to 10 applications each week is unreasonably low. This restriction would hamper the Singapore Government's initiative to introduce rapidly effective and efficient competition in the telecommunication industry. SingTel must modify Clause 3.4 to significantly increase the specified limit to a level adequate to meet anticipated demand for ESFs. If necessary, SingTel must commit additional resources to the application process. SingTel will be entitled to recover the reasonable cost incurred in processing applications. Any initial limit set by SingTel and accepted by IDA will be subject to review by IDA and, if necessary, IDA will require revisions to be made to the limit in order to meet industry demand.

SingTel comments: See comments in relation to clause 4.3 of Schedule 3A. SingTel is concerned that setting an artificially high limit will prevent it from recovering the cost of the resources allocated for the processing of these applications. SingTel has removed the weekly limit of applications to be processed.

CLAUSE 3.5 – CONDITIONAL APPROVAL

3.5 SingTel shall acknowledge receipt of the Request for Building Lead-in Ducts and its associated Lead-in Manhole by 5 p.m. the next Business Day providing the Requesting Licensee a request identification number and the estimated date the Request would be processed (**Processing Date**).

CLAUSE 3.6 – CONDITIONAL APPROVAL

3.6 The Requesting Licensee shall pay the application fee specified in Schedule 9 regardless of whether its Request for Building Lead-in Ducts and its associated Lead-in Manhole is successful or not.

CLAUSE 4 – MODIFICATION REQUIRED

4. STUDIES

CLAUSE 4.1 – CONDITIONAL APPROVAL

4.1 Following receipt of a Request for Building Lead-in Ducts and its associated Lead-in Manhole, SingTel will perform a Desk Study in respect of the Building Lead-in Duct and its associated Lead-in Manhole to ascertain whether the Building Lead-in Duct and its associated Lead-in Manhole are available (as determined in accordance with clause 2.2) on a preliminary basis.

CLAUSE 4.2 – MODIFICATION REQUIRED

4.2 Following completion of the Desk Study, SingTel will notify the Requesting Licensee of either its In-principle Approval (**In-principle Approval**) or rejection of the Request for Building Lead-in Ducts and its associated Lead-in Manhole within ten (10) Business Days from the Processing Date. If the Request for Building Lead-in Ducts and associated Lead-in Manholes is rejected, SingTel will provide the reasons for such rejection to the Requesting Licensee.

A period of 10 Business Days for SingTel to revert is unreasonable. IDA considers 5 Business Days to be reasonable.

SingTel comments: SingTel requires 10 Business Days to check for any future plans, availability and any outstanding requests. Furthermore, 10 Business Days is in line with the Underground Plant Agreement.

If SingTel rejects the Requesting Licensee's Request for Building Lead-in Ducts and its associated Lead-in Manhole, SingTel must provide the Requesting Licensee with reasons substantiating the grounds of its rejection.

SingTel comments: Agreed.

CLAUSE 4.3 – MODIFICATION REQUIRED

4.3 SingTel may reject a Request for Building Lead-in Duct and its associated Lead-in Manhole if:

- (a) the Requesting Licensee is not an FBO that has been given approval by the Authority to access Lead-in Ducts~~wireline or broadband services;~~

Consistent with the principle of technological neutrality, see sub-section 1.5.4 of the Code, SingTel must modify Clause 4.3(a) by substituting the phrase “Telecommunication Services” in place of the phrase “wireline and broadband services”.

SingTel comments: See comments in relation to clause 1.3

- ~~(b) the Request for Building Lead-in Duct and its associated Lead-in Manhole is received in respect of the provision of a licence to use Building Lead-in Duct and its associated Lead-in Manhole after 29 September 2003;~~

As discussed in Paragraph 10 of Schedule A, SingTel’s obligation to offer services pursuant to its RIO will not terminate on 29 September 2003, although IDA may permit SingTel to modify the terms of the RIO after that date.

SingTel comments: Agreed

- ~~(e)(b)~~ the Building Lead-in Duct and its associated Lead-in Manhole is not in the prescribed form;

- ~~(d)(c)~~ the Request for Building Lead-in Duct and its associated Lead-in Manhole does not contain all the required information;

- ~~(e)(d)~~ the Request for Building Lead-in Duct and its associated Lead-in Manhole is not available as determined under clause 2; or

- ~~(f)(e)~~ SingTel does not have any Building Lead-in Duct in the area where the Request for Building Lead-in Duct and its associated Lead-in Manhole is requested.

CLAUSE 4.4 – CONDITIONAL APPROVAL

- 4.4 The Requesting Licensee acknowledges that grants by SingTel of the In-Principle Approval does not mean that SingTel is obliged to ensure that the Building Lead-in

Duct and its associated Lead-in Manhole will be available at the required time, or to reserve the Building Lead-in Duct and its associated Lead-in Manhole.

CLAUSE 4.5 – CONDITIONAL APPROVAL

4.5 Within five (5) Business Days from the In-Principle Approval, the Requesting Licensee:

- (a) may notify SingTel to proceed with a Project Study which would include a site survey conducted by SingTel to establish the availability of the Building Lead-in Duct and its associated Lead-in Manhole; and
- (b) must agree to pay the Charges incurred in conducting the Project Study.

If the Requesting Licensee does not notify SingTel to proceed with a Project Study or pay the Charges under this clause, the Requesting Licensee's Request for Building Lead-in Duct and its associated Lead-in Manhole will lapse.

CLAUSE 4.6 – CONDITIONAL APPROVAL

4.6 Upon the receipt of the Requesting Licensee's notification in clause 4.5, SingTel shall initiate a Project Study on the availability (as determined in accordance with clause 2.2) of Building Lead-in Duct and its associated Lead-in Manhole.

CLAUSE 5 – MODIFICATION REQUIRED

5. DELIVERY

CLAUSE 5.1 – MODIFICATION REQUIRED

5.1 SingTel will ~~use its reasonable endeavours to~~ complete a Project Study within twenty-five (25) Business Days from the receipt of the Requesting Licensee's notification under clause 4.5.

A period of 25 Business Days for SingTel to complete the Project Study would result in unreasonable delay in the process. IDA considers that a period of 20 Business Days

would be reasonable. SingTel must also commit to completing the Project Study within the specified date.

SingTel must modify Clause 5.1:

- (a) *to provide for a reasonable period of time within which the SingTel must complete the Project Study; and*
- (b) *by substituting the word “shall” in place of the phrase “will use its reasonable endeavours to” in the first line.*

SingTel comments: Partly agreed, SingTel shall remove “reasonable endeavours”, but requires 25 Business Days to complete the Project Study.

The process and time required for the construction includes:

- a. *purchase service layout plans from Power Grid, StarHub and SCV (typically 7 days)*
- b. *carry out cable detection works (typically 2 to 4 days)*
- c. *submit notifications of earthworks and permission to excavate (from LTA) and its reply (typically 7 days)*
- d. *notification to relevant authority for commencement of works (typically 7 days)*
- e. *construction works (typically 2 to 3 days)*

In certain cases the site survey cannot be carried out due to accessibility to manhole, safety issues, restriction by owner or from the relevant authority (e.g. LTA).

CLAUSE 5.2 – MODIFICATION REQUIRED

5.2 On completion of the Project Study, SingTel shall notify the Requesting Licensee whether the Building Lead-in Duct and its associated Lead-in Manhole is available or not, and will provide the reasons for such unavailability to the Requesting Licensee.

If SingTel notifies the Requesting Licensee that the Building Lead-in Ducts and its associated Lead-in Manhole are unavailable, SingTel must provide the Requesting Licensee with reasons substantiating the grounds of its rejection. SingTel must modify Clause 5.2 to give effect to the above requirements.

SingTel comments: Agreed.

CLAUSE 5.3 – CONDITIONAL APPROVAL

5.3 If the Building Lead-in Duct and its associated Lead-in Manhole is available, SingTel shall notify the Requesting Licensee of its final approval (**Final Approval**) together with the following information:

(a) the Charge for the Project Study;

~~(a)~~(b) Lead-in Manhole number and location;

~~(b)~~(c) the estimated date of provision;

(d) the estimated Charges that SingTel would incur in the provision of the Connection Duct consisting of;

(i) laying of Connection Duct;

(ii) printing of site plan;

(iii) constructing Duct seal for the Connection Duct(s); and

(iv) any other charges as reasonably incurred by SingTel for the provisioning of Connection Duct;

~~(d)~~(e) the number of Building Lead-in Ducts and Connection Ducts approved;

~~(e)~~(f) the Building Lead-in Ducts allocated (on a Manhole fan-out diagram) to the Requesting Licensee; and

~~(f)~~(g) direction and location of the Connection Duct.

CLAUSE 5.4 – CONDITIONAL APPROVAL

5.4 The Requesting Licensee shall provide its agreement to proceed with the construction of Connection Duct within five (5) Business Days from the Final Approval and its agreement to pay the estimated Charges to be incurred in the

construction of Connection Duct. If the Requesting Licensee does not respond within this period, its Request for Building Lead-in Duct and its associated Lead-in Manhole will be deemed to be cancelled.

CLAUSE 5.5 – CONDITIONAL APPROVAL

5.5 Upon receipt of the Requesting Licensee’s agreement, SingTel shall construct the Connection Duct within twenty-five (25) Business Days or such longer time if SingTel notifies the Requesting Licensee.

CLAUSE 5.6 – CONDITIONAL APPROVAL

5.6 SingTel shall use its best endeavours to construct the Connection Duct within its price estimate. SingTel may provide the Requesting Licensee with a revised estimate of costs 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 estimate.

CLAUSE 5.7 – MODIFICATION REQUIRED

5.7 SingTel will advise the Requesting Licensee when the construction of Connection Duct is completed (**Completion Date**). The Requesting Licensee shall connect its Duct to the Connection Duct within twenty-five (25) Business Days from the Completion Date. If the Requesting Licensee does not connect its Duct to the Connection Duct within this period, the Requesting Licensee’s Request for Building Lead-in Duct and its associated Lead-in Manhole will lapse. If the Requesting Licensee’s failure to complete connection 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 twenty-five (25) Business Day period.

It would be unreasonable for SingTel to provide that the Requesting Licensee’s Request for Building Lead-in Duct and its associated Lead-in Manhole will lapse if the Requesting

Licensee does not connect its Duct to the Connection Duct within the specified period in the situation where the failure by the Requesting Licensee to complete installation within the specified period is attributable to an act or omission of SingTel or beyond the reasonable control of the Requesting Licensee. In such a situation, Clause 5.7 must not apply and the Requesting Licensee must be given a reasonable extension to complete the installation.

SingTel comments: Agreed.

CLAUSE 5.8 – CONDITIONAL APPROVAL

5.8 The Requesting Licensee shall inform SingTel when the connection of its Duct to the Connecting Duct is completed.

CLAUSE 6 – MODIFICATION REQUIRED

6. CABLE PULLING

CLAUSE 6.1 – CONDITIONAL APPROVAL

6.1 The Requesting Licensee shall submit its request to physically access the SingTel's Lead-in Manhole to SingTel for the pulling of cables through the Building Lead-in Duct and its associated Lead-in Manhole at least ten (10) Business Days in advance and in any case, within thirty (30) Business Days from the Completion Date. If the Requesting Licensee does not apply for cable installation in accordance with this clause, its Request for Building Lead-in Duct and its associated Lead-in Manhole will lapse.

CLAUSE 6.2 – MODIFICATION REQUIRED

6.2 In its request under clause_06.1, the Requesting Licensee shall specify:

SingTel should specify the correct clause.

SingTel comments: [clause 6.1]

(a) the identity of the senior person who will be present;

- (b) the list of staff, contractors or agent that would be physically accessing the SingTel's Lead-in Manhole for cable installation works;
- (c) the cable installation time table specifying the date(s) and an estimate of the duration which cable pulling work is requested;
- (d) the location and/or site plan of the Building Lead-in Duct and its associated Lead-in Manhole to which cable pulling is requested;
- (e) the number of cables to be installed at the Building Lead-in Duct and its associated Lead-in Manhole, the cable type, gauge and number of cable pairs of each cable (**Underground Equipment**);
- (f) the cable installation plan specifying the installation method and the position of each cable in the Lead-in Manhole fan-out diagram; and
- (g) detailed work method statement (including how the Requesting Licensee can prevent damage to SingTel's existing cables found inside the Lead-in Manhole) for cable and sub-Duct pulling for SingTel's approval. ~~and~~
- ~~(h) such other information as SingTel reasonably requires.~~

-IDA requires SingTel to specify all the information that it requires from the Requesting Licensee upfront and be subject to IDA's scrutiny as part of the RIO approval process. SingTel must delete Clause 6.2(h).

SingTel comments: Agreed.

CLAUSE 6.3 – CONDITIONAL APPROVAL

6.3 The Requesting Licensee must not commence the cable installation until it has received SingTel's approval for the cable installation.

CLAUSE 6.4 – MODIFICATION REQUIRED

- 6.4 Within five (5) Business Days of the receipt of request submitted under clause_06.1, SingTel shall review the submitted request and state whether cable installation is approved on the requested date and duration or not.

SingTel should specify the correct clause.

SingTel comments: [clause 6.1]

CLAUSE 6.5 – MODIFICATION REQUIRED

- 6.5 If SingTel notifies the Requesting Licensee of its approval for the cable installation request under clause 6.1, the Requesting Licensee shall complete the installation of the Underground Equipment in the Building Lead-in Duct and its associated Lead-in Manhole within twenty five (25) Business Days of the SingTel's approval. 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 twenty-five (25) Business Day period.

If the failure by the Requesting Licensee to complete installation of the Underground Equipment is attributable to an act or omission of SingTel, or due to circumstances beyond the Requesting Licensee's reasonable control, SingTel must give the Requesting Licensee a reasonable extension to complete the installation.

SingTel comments: Agreed

CLAUSE 6.6 – CONDITIONAL APPROVAL

- 6.6 Where approval is withheld, or amendments are required by SingTel, SingTel shall propose an alternative installation schedule to the Requesting Licensee. The Requesting Licensee shall pay SingTel the Charges for the processing of the application for cable installation under clause 6.1 regardless of whether the application is successful or not.

CLAUSE 6.7 – CONDITIONAL APPROVAL

- 6.7 If the Requesting Licensee cancels or postpones the cable installation date, it shall pay SingTel a cancellation charge and any other charges for the work that SingTel incurred up to the point the request is cancelled.

CLAUSE 6.8 – CONDITIONAL APPROVAL

- 6.8 The Requesting Licensee must request physical access in accordance with in Annex B to SingTel’s Lead-in Manhole five (5) Business Days before the cable installation date as specified in the approved installation plan.

CLAUSE 6.9 – MODIFICATION REQUIRED

- 6.9 The Requesting Licensee shall notify SingTel on completion of the cable installation under this clause and submit to SingTel within ~~five-ten~~ (5/10) Business Days from its completion of cable installation, the work completion report which comprises of the following:

A period of 5 Business Days for the Requesting Licensee to submit the extensive information to SingTel is unreasonable short. IDA considers 10 Business Days to be reasonable.

SingTel comments: Agreed.

- (a) The Manhole number;
- (b) Start date and time where physical access to SingTel’s Lead-in Manhole is carried out;
- (c) End date and time where physical access to SingTel’s Lead-in Manhole is carried out;
- (d) photographs of the Lead-in Manhole side wall showing the entry and the exit position of the cables inside the Lead-in Manhole and the Duct(s) used;

- (e) photograph(s) of the cable(s) showing the way the cable was installed in the Lead-in Manhole. The cables should have been installed with sufficient slack and the cable identification code should be clearly labelled on the cable sheath;
- (f) photograph(s) of the Duct seal inside the Lead-in Manhole showing that the Duct seal was properly sealed; and
- (g) photograph(s) of the Manhole cover showing that the Manhole cover is properly closed after the Physical Access. The Manhole cover is properly closed if it is flush with its frame and the existing ground level when closed. The Manhole number should also be clearly printed.

CLAUSE 6.10 – MODIFICATION REQUIRED

- 6.10 If the Requesting Licensee fails to submit its work completion report in accordance with clause 6.9, SingTel shall proceed with the verification of work completion after the expiry of the timeframe in clause 6.4 or on completion of cable pulling date whichever is the earlier. The reasonable cost incurred will be recovered from the Requesting Licensee.

SingTel must modify Clause 6.10 by inserting the word “reasonable” before the phrase “cost incurred” in the fourth line.

SingTel comments: Agreed.

CLAUSE 6.11 – MODIFICATION REQUIRED

- 6.11 If any photograph provided in the work completion report is not clear or not, in SingTel’s view, adequate to demonstrate that the installation of the cable is installed in accordance with the installation plan and the Standard Operating Procedures contained in Annexes A and C, SingTel shall, within ten (10) Business Days from the receipt of the report, reject the submission and require the Requesting Licensee to re-submit the work completion report within ten (10) Business Days from the date SingTel inform the Requesting Licensee of its rejection, failing which SingTel shall proceed with the verification of work completion and take such corrective action necessary. SingTel shall recover the reasonable cost incurred from the Requesting Licensee.

SingTel must modify Clause 6.11 by inserting the word “reasonable” before the phrase “cost incurred” in the last line.

SingTel comments: Agreed.

CLAUSE 6.12 – MODIFICATION REQUIRED

6.12 SingTel may at its own discretion, carry out an inspection to confirm that the installations conform to the approved installation plans and the Standard Operating Procedures. Where the inspection reveals that the installation does not conform with the approved installation plan in a significant manner which disadvantages SingTel or jeopardises the SingTel’s plant, SingTel shall inform the Requesting Licensee to reinstall or take other corrective action within a reasonable time as required by SingTel, but in any event within ten (10) Business Days. The Requesting Licensee shall bear all costs for reinstallation and corrective action, and the costs of the SingTel incurred for inspection of the corrective action and installation. If the Requesting Licensee fails to take appropriate corrective action, SingTel may withdraw physical access or undertake the appropriate corrective action and recover the reasonable cost from the Requesting Licensee accordingly.

SingTel must modify Clause 6.12 to insert the word “reasonable” before the word “costs” in the eighth and last lines.

SingTel comments: Agreed.

CLAUSE 6.13 – MODIFICATION REQUIRED

6.13 Before the installation of Underground Equipment, the Requesting Licensee shall be allowed to cancel any request or approval for sharing of Building Lead-in Duct and its associated Lead-in Manhole upon written notice to SingTel. SingTel may charge an administrative fee as detailed in Schedule 9 for processing such cancellation as well as the reasonable cost that SingTel incurred up to the point of cancellation.

SingTel must modify Clause 6.13 to insert the word “reasonable” before the word “cost” in the last line.

SingTel comments: Agreed.

CLAUSE 7 – CONDITIONAL APPROVAL

7. REPLACEMENT OR ADDITION OF UNDERGROUND EQUIPMENT

CLAUSE 7.1 – CONDITIONAL APPROVAL

7.1 If the Requesting Licensee wishes to replace, modify or rearrange existing Underground Equipment located in the Building Lead-in Duct and its associated Lead-in Manhole or to install additional Underground Equipment in the Building Lead-in Duct and its associated Lead-in Manhole that do not require licence of additional Building Lead-in Duct or construction of additional Connection Duct, the Requesting Licensee must submit a request under clause 6 in respect of the replacement, modification, rearrangement or addition of Underground Equipment.

CLAUSE 7.2 – CONDITIONAL APPROVAL

7.2 Where the replacement, modification, rearrangement or addition of Underground Equipment requires the construction of an additional Connection Duct or licence of additional Building Lead-in Duct, the Requesting Licensee may also submit a request under clause 3.2.

CLAUSE 8 – CONDITIONAL APPROVAL

8. ACCESS TO BUILDING LEAD-IN DUCT THROUGH SINGTEL'S LEAD-IN MANHOLE

CLAUSE 8.1 – CONDITIONAL APPROVAL

8.1 Where necessary the Requesting Licensee will arrange access to the spare Building Lead-in Duct to one riser via the associated SingTel lead-in Manhole. The Requesting Licensee will distribute its Underground Equipment from that riser to other risers within the building via horizontal trunking subject to approval from Building Owners, HDB and Town Council as appropriate.

CLAUSE 8.2 – CONDITIONAL APPROVAL

- 8.2 Where clause 8.1 is not feasible, the Requesting Licensee may apply for access to spare lead-in pipes to the risers via each of the SingTel's Manholes and SingTel will consider such request in its absolute discretion.

CLAUSE 9 – CONDITIONAL APPROVAL

9. STANDARD TERMS AND CONDITIONS

CLAUSE 9.1 – CONDITIONAL APPROVAL

- 9.1 The Requesting Licensee shall be responsible for the construction and maintenance of its Network including its Underground Equipment. SingTel will be responsible for maintaining and administering the Building Lead-in Duct and its associated Lead-in Manhole under this Schedule.

CLAUSE 9.2 – CONDITIONAL APPROVAL

- 9.2 If in the course of installation, operation, maintenance, replacement or repair of its Underground Equipment, the Requesting Licensee detects a fault, defect or problem in SingTel's Equipment, Plant, Facilities, Building Lead-in Duct or Lead-in Manhole, it shall notify SingTel as soon as practicable.

CLAUSE 9.3 – CONDITIONAL APPROVAL

- 9.3 The Requesting Licensee must:
- (a) take such action as a reasonably prudent Licensee would;
 - (b) keep the Lead-in Manhole and its surrounding area free of debris and in a tidy and safe condition;
 - (c) ensure that no flammable or toxic material is left in or around the Lead-in Manhole;
 - (d) correct or remove any fault, defect or problem with its Underground Equipment that may jeopardise the SingTel's Building Lead-in Duct, Lead-in Manhole or Equipment, Plant, or Facilities; and

- (e) immediately notify SingTel of any damage to the SingTel's Building Lead-in Duct, Lead-in Manhole or Underground Equipment consequent upon its act or omission.

CLAUSE 9.4 – CONDITIONAL APPROVAL

9.4 If a fault, defect or problem with the Underground Equipment of the Requesting Licensee causes or may cause damage to the Building Lead-in Duct or Lead-in Manhole, the Requesting Licensee must:

- (a) notify SingTel as soon as practicable; and
- (b) repair the fault, defect or problem or take other corrective action immediately.

CLAUSE 9.5 – CONDITIONAL APPROVAL

9.5 Where SingTel determines that the Requesting Licensee's Underground Equipment poses an immediate risk of personal injury or significant property damage, it may, at the Requesting Licensee's cost, take interim measure necessary to prevent such injury or damage, pending attendance by the Requesting Licensee to perform corrective work.

CLAUSE 9.6 – CONDITIONAL APPROVAL

9.6 When SingTel's and the Requesting Licensee's plant is damaged by a Third Party at the same location, SingTel has priority over the Requesting Licensee to work in SingTel's Building Lead-in Duct and its associated lead-in Manhole.

CLAUSE 9.7 – CONDITIONAL APPROVAL

9.7 SingTel is not responsible for the maintenance of the Owner's portion of the Building Lead-in Duct.

CLAUSE 10 – MODIFICATION REQUIRED

10. ACCESS AND APPROVALS REQUIRED

CLAUSE 10.1 – MODIFICATION REQUIRED

10.1 ~~The Parties shall comply with clause 16.4 of the main body of this RIO Agreement in relation to the obtaining of all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of the licensed Building Lead-in Duct and Associated Manhole. The Requesting Licensee must use its best endeavours to assist SingTel provide access to the Building Lead in Duct and its associated Lead in Manhole, including, but not limited to:~~

SingTel must modify Clause 10.1 by substituting the word “reasonable” in place of the word “best” in the first line.

SingTel comments: SingTel has consolidated the licensing requirements to the main body of the RIO Agreement.

- ~~(a) at the Requesting Licensee’s cost, co-operating with SingTel so that SingTel is able to access the Building Lead in Duct and its associated Lead in Manhole efficiently; and~~
- ~~(b) obtaining and maintaining any authorisation, permission, licence, waiver, registration or consent from any person necessary for SingTel to access the Building Lead in Duct and its associated Lead in Manhole.~~

CLAUSE 11 – MODIFICATION REQUIRED

11. UNAUTHORISED ACCESS TO SINGTEL’S UNDERGROUND PLANT

CLAUSE 11.1 – MODIFICATION REQUIRED

11.1 Without prejudice to any other rights SingTel may have (whether under contract, at law, or in equity), where SingTel identifies that the Requesting Licensee has accessed its Building Lead-in Duct and its associated Lead-in Manhole without having obtained approval in accordance with this Schedule, SingTel shall notify the Requesting Licensee and the Requesting Licensee must, within (2) Business Days of the notice, submit a Request for Building Lead-in Duct and its associated Lead-in Manhole in accordance with clause 3. As part of the request, the Requesting Licensee must provide documentary evidence of the date of cable installation. If the

~~Requesting Licensee is unable to provide credible documentary evidence substantiating the date of installation~~~~the Requesting Licensee is unable to provide documentary evidence or SingTel is not satisfied with the documentary evidence provided~~, the date of access shall be deemed to be the effective date of this RIO Agreement.

SingTel must modify Clause 11.1 by substituting the phrase “the Requesting Licensee is unable to provide documentary evidence substantiating the date of installation”, in place of the phrase “or SingTel is not satisfied with the documentary evidence provided” in the ninth line.

SingTel comments: Generally agreed, but there is a need to ensure that the evidence is credible.

CLAUSE 11.2 – CONDITIONAL APPROVAL

11.2 SingTel will assess the Request for Building Lead-in Duct and its associated Lead-in Manhole in accordance with clause 3.

CLAUSE 11.3 – MODIFICATION REQUIRED

11.3 Where SingTel approves the order, the Requesting Licensee must pay, within ten (10) Business Days from the date of approval, SingTel's reasonable costs incurred in the investigation of the unauthorised access, and the charges in arrears calculated from the date of access (including the date of deemed access under clause 11.1) in accordance with Schedule 9.

SingTel must modify Clause 11.3 by inserting the word “reasonable” before the word “costs” in the second line.

SingTel comments: Agreed

CLAUSE 11.4 – CONDITIONAL APPROVAL

11.4 If the Requesting Licensee fails to pay the arrears in accordance with Schedule 9, the Requesting Licensee must discontinue the use of the cables and remove its cables within twenty (20) Business Days.

CLAUSE 11.5 – MODIFICATION REQUIRED

11.5 If SingTel rejects the request for access in accordance with clause 11.2 of the Schedule, the Requesting Licensee must pay, within ten (10) Business Days from the date of rejection, SingTel's reasonable costs incurred in investigating the unauthorised access, the charges in arrears calculated from the date of installation in accordance with Annex C and the Requesting Licensee must discontinue the use of the Building Lead-in Duct and its associated Lead-in Manhole and remove its Underground Equipment within twenty (20) Business Days.

SingTel must modify Clause 11.5 by inserting the word “reasonable” before the word “costs” in the third line.

SingTel comments: Agreed

CLAUSE 11.6 – MODIFICATION REQUIRED

11.6 Where the Requesting Licensee fails to discontinue the use of the Building Lead-in Duct and its associated Lead-in Manhole and remove its Underground Equipment in accordance with 11.4 and 11.5, SingTel may remove the Underground Equipment and the Requesting Licensee shall pay any reasonable costs associated with its removal.

SingTel must modify Clause 11.6 by inserting the word “reasonable” before the word “costs” in the last line.

SingTel comments: Agreed.

CLAUSE 12 – CONDITIONAL APPROVAL

12. PHYSICAL ACCESS PROCEDURE

CLAUSE 12.1 – CONDITIONAL APPROVAL

12.1 When installing, accessing, operating or working around SingTel’s Building Lead-in Duct and its associated Lead-in Manhole, the Requesting Licensee must comply with:

- (a) physical access procedures for Underground Plant in Annex B as amended from time to time by SingTel;
- (b) the Standard Operating Procedures in Annex A and C as amended by SingTel from time to time;
- (c) all relevant codes and standards issued by the Authority or any other relevant Government body from time to time; and
- (d) any written instructions provided to the Requesting Licensee by SingTel relating to particular circumstances not covered by the Standard Operating Procedures.

CLAUSE 13 – MODIFICATION REQUIRED

13. PROTECTION AND SAFETY

CLAUSE 13.1 – MODIFICATION REQUIRED

13.1 The Requesting Licensee is responsible for the safe operation of its Network and shall be responsible for the safe operation of Underground Equipment and shall, so far as reasonably practicable, take all necessary steps to ensure that its Underground Equipment and its use of the Building Lead-in Duct and its associated Lead-in Manhole:

- (a) does not endanger the safety of any person, including the employees, contractors, customers or third persons;

~~(b) does not cause or is not likely to cause physical or technical harm to any telecommunications network, system or services including but not limited to a failure, interruption, disruption or congestion occurring in SingTel's Network or Facilities or creates a security risk; does not damage, interfere with or cause any deterioration in the operation of SingTel's Network;~~

~~(c)(b) does not jeopardise the integrity or confidentiality of Communications within SingTel's Network; or~~

SingTel must modify Clauses 13.1(b) and (c) to only refer to “physical or technical harm”.

SingTel comments: Agreed.

(d)(c) does not threaten the security and accessibility of SingTel’s Building Lead-in Duct or associated Lead-in Manhole.

CLAUSE 13.2 – CONDITIONAL APPROVAL

13.2 The Requesting Licensee shall report immediately any incident, injury or harm, fatal or otherwise that occurs at the site to SingTel and Authority. For fatal or serious accident, the accident site shall be left undisturbed to facilitate the relevant authority to investigate on the circumstances leading to the accident. The Requesting Licensee shall report immediately to the Ministry of Manpower, police and insurance company of any fatal accident having occurred in the site. The Requesting Licensee shall be liable for and shall indemnify and keep indemnified SingTel against all losses, claims, proceedings, damages, liabilities, costs and expenses for injuries or death to any person whomsoever or any loss or damage to any property whatsoever which arise out of or in consequence of any act or omission of the Requesting Licensee’s employees and contractors in relation to SingTel’s Building Lead-in Duct and its associated Lead-in Manhole and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof.

CLAUSE 13.3 – CONDITIONAL APPROVAL

13.3 The Requesting Licensee certifies that all work performed by the Requesting Licensee which access has been approved is performed by appropriately qualified, skilled and trained personnel.

CLAUSE 14 – CONDITIONAL APPROVAL

14. MARKING OF UNDERGROUND EQUIPMENT

14.1 The Requesting Licensee must mark its Underground Equipment located in Building Lead-in Ducts and its associated Lead-in Manholes, so as to clearly identify it as

belonging to the Requesting Licensee and otherwise in accordance with SingTel's directions issued from time to time.

CLAUSE 15 – MODIFICATION REQUIRED

15. ~~PERMITS, LICENSES AND APPROVALS~~ INTENTIONALLY BLANK

~~15.1 If it is necessary to obtain any permit, approval or license from any person, governmental, regulatory or relevant authority in relation to work to be performed by the Requesting Licensee or by SingTel under this Schedule, the Requesting Licensee must obtain such permit, approval or license.~~

In general, each Licensee should be required to obtain the appropriate licences, permits, etc. governing its activities. Each Licensee must reasonably co-operate with the other Licensee in obtaining the licences, permits, etc.

SingTel comments: SingTel has consolidated licensing requirements into the main body.

CLAUSE 16 – CONDITIONAL APPROVAL

16. REQUESTING LICENSEE RIGHTS

16.1 The approval and provision of sharing does not vest in the Requesting Licensee any right, title or proprietary interest in the relevant Building Lead-in Duct or its associated Lead-in Manhole.

CLAUSE 17 – MODIFICATION REQUIRED

17. TERM OF LICENCE

17.1 The term of the licence in relation to each Building Lead-in Duct and its associated Lead-in Manhole shall commence on the date of Final Approval in respect of that Building Lead-in Duct and its associated Lead-in Manhole and shall continue for ~~2~~ two (2) years and for such other period as extended under clause 17.2 ~~or up to 29 September 2003, whichever is shorter.~~

Please refer to paragraphs 10 and 12 of Schedule A. The term of the licence shall commence on the date of Final Approval and shall continue for such period as the Requesting Licensee may specify or the expiration of the RIO Agreement, whichever is earlier. However, SingTel shall only be permitted to charge for the use of the ducts from the date of provisioning.

SingTel comments: Agreed.

17.2 The term of the licence in relation to each Building Lead-in Duct and its associated Lead-in Manhole under clause 17.1 shall be automatically extended for six (6) month periods until termination of this RIO Agreement or terminated in accordance with this Schedule.

17.3 The Requesting Licensee may terminate the licence in relation to each Building Lead-in Duct and its associated Lead-in Manhole by giving SingTel no less than six (6) months written notice. Such termination will take effect from the date of expiry of this notice.

17.4 SingTel may terminate the licence of the Building Lead-in Duct and its associated Lead-in Manhole with effect on or after the expiry of the original term under clause 17.1 by giving the Requesting Licensee no less than six (6) months written notice.

CLAUSE 18 – MODIFICATION REQUIRED

The right to suspend the provision of Building Lead-in Duct and its associated Lead-in Manhole should be governed by the suspension provision set out in the main body of the RIO. To the extent not already provided in the main body, SingTel may specify in Clause 18 instances where it may be justified to suspend the provision of Building Lead-in Duct and its associated Lead-in Manhole in accordance with the suspension provision set out in the main body of the RIO.

18. SUSPENSION

CLAUSES 18.1 TO 18.2 – MODIFICATION REQUIRED

18.1 SingTel may suspend the Requesting Licensee’s licence in respect of the Building Lead-in Duct and its associated Lead-in Manhole until further notice if: the licence in respect of the Building Lead-in Duct and its associated Lead-in Manhole causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of SingTel or any other person) including but not limited to a failure, interruption, disruption or congestion occurring in the SingTel Network.

~~(a) in the reasonable opinion of SingTel, it is necessary to suspend the licence of the Building Lead-in Duct and its associated Lead-in Manhole in order for SingTel to carry out repair or upgrading of any equipment or facility forming part of the Building Lead-in Duct and its associated Lead-in Manhole; or~~

~~(b) the licence of the Building Lead-in Duct and its associated Lead-in Manhole is having, or is likely to have, an adverse network impact on SingTel; or~~

SingTel must modify Clause 18.1(b) to refer to “physical or technical” harm.

SingTel comments: Agreed.

~~(c) the Requesting Licensee or any of the Requesting Licensee’s Customers do anything, or allow anything to be done, which in SingTel’s reasonable opinion may jeopardise the Building Lead-in Duct and its associated Lead-in Manhole.~~

IDA will not approve the events specified in Clause 18.1(c) as a separate basis for which SingTel may suspend the provision of access to the Building Lead-in Duct and its associated Lead-in Manhole. SingTel must delete Clause 18.1(c).

SingTel comments: Agreed.

18.2 Without limiting the exclusions or limitations of liability in this RIO Agreement, SingTel shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of access to the Building Lead-in Duct and its associated Lead-in Manhole under this clause.

The main body of the RIO already provides for exclusions and limitations of liability. SingTel must delete Clause 18.2.

SingTel comments: SingTel believes that it is appropriate to retain this clause as it relates to liability due to the suspension of a lead-in duct which is not referred to in the main body.

CLAUSES 19.1 TO 19.3 – MODIFICATION REQUIRED

19. TERMINATION OF LICENSE

The right to terminate the provision of Building Lead-in Duct and its associated Lead-in Manhole should be governed by the termination provision set out in the main body of the RIO. To the extent not already provided in the main body, SingTel may specify in Clause 19 specific instances where it may be justified to terminate service in accordance with the termination provision set out in the main body of the RIO.

SingTel comments: SingTel believes that the Termination provisions of the main agreement should not apply to individual Building Lead-in Ducts and their Associated Manholes, as this would be overly cumbersome and would disadvantage Requesting Licensees since individual Building Lead-in Ducts and their Associated Manholes could not be terminated without wider repercussions.

CLAUSE 19.1 – MODIFICATION REQUIRED

19.1 SingTel may terminate the licence in respect of the Building Lead-in Duct and its associated Lead-in Manhole at any time with immediate effect by giving notice to the Requesting Licensee if the Requesting Licensee fails to complete the installation of its Underground Equipment within thirty (30) Business Days under this Schedule. 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 SingTel's actions or 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.

It would be unreasonable for SingTel to terminate the licence of Building Lead-in Duct and its associated Lead-in Manhole pursuant to Clause 19.1 in the situation where the failure by the Requesting Licensee to complete installation of its

Underground Equipment within the specified 30 Business Days is attributable either to an act or omission of SingTel or to circumstances beyond the Requesting Licensee's reasonable control. In such a situation, Clause 19.1 must not apply and the Requesting Licensee must be given a reasonable extension to complete the installation. SingTel must modify Clause 19.1 to give effect to the above requirements.

SingTel comments: Generally agreed, subject to the Requesting Licensee requesting an extension as described above. SingTel believes that there is no need to refer to “an act or omission of SingTel”.

19.2 SingTel may immediately terminate the licence in respect of the Building Lead-in Duct and its associated Lead-in Manhole if:

- (a) the Requesting Licensee is no longer an FBO or no longer providing wireline or broadband services;
- (b) the Requesting Licensee is in breach of this Schedule and such breach remains unremedied for a period of five (5) Business Days after receiving notice from SingTel to do so;
- (c) in SingTel's reasonable opinion, the Requesting Licensee is using the Building Lead-in Duct and its associated Lead-in Manhole in contravention of an applicable law, licence, code, regulation or direction;
- (d) the Requesting Licensee's use of the Building Lead-in Duct and its associated Lead-in Manhole is having, or is likely to have, an adverse Network impact on SingTel;
- (e) the Requesting Licensee's Underground Plant is used for a purpose other than for the purpose contemplated under clause- θ _1;

SingTel must specify the correct clause.

SingTel comments: [Clause 1]

- (f) the Requesting Licensee removes or abandons its Underground Equipment;

- (g) the Requesting Licensee locates equipment other than Underground Equipment in the Building Lead-in Duct and its associated Lead-in Manhole;
- (h) the Building Lead-in Duct and its associated Lead-in Manhole have become unsafe or unsuitable for its purpose;
- (i) SingTel's right to own, maintain or operate the Building Lead-in Duct and its associated Lead-in Manhole is revoked or terminates or expires; or
- (j) use of the Building Lead-in Duct and its associated Lead-in Manhole causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of SingTel or any other person) including but not limited to a failure, interruption, disruption or congestion occurring in SingTel's Network. ~~the Requesting Licensee does or allows anything to be done which in SingTel's reasonable opinion may jeopardise the Building Lead-in Duct and its associated Lead-in Manhole or the SingTel Network.~~

SingTel must modify Clause 18.1(b) to refer to "physical or technical" harm.

SingTel comments: Agreed.

19.3 If during the term of access to Building Lead-in Duct and its associated Lead-in Manhole, that Building Lead-in Duct or its associated Lead-in Manhole is:

- (a) no longer in use by the Requesting Licensee;
- (b) no longer suitable for use in SingTel's opinion; or
- (c) no longer available to be licensed as determined by SingTel;

three (3) months' prior notice may be given by SingTel to the Requesting Licensee for termination of sharing of Building Lead-in Duct and its associated lead-in Manhole.

CLAUSE 19.4 – MODIFICATION REQUIRED

19.4 SingTel may give the Requesting Licensee no less than six (6) months' notice at any time during the term of access to the Building Lead-in Duct and its associated Lead-in Manhole if access to that Building Lead-in Duct and its associated Lead-in Manhole is to be terminated because of the closure of a POA or Building MDF Room. The Requesting Licensee shall bear its own cost associated with the closure of the POA or Building MDF Room and the termination of the sharing of Building Lead-in Duct and its associated Lead-in Manhole, and the Requesting Licensee shall solely be responsible for making such alternative arrangements as are necessary to continue to provide its customers with services. 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 shall use its reasonable endeavours to assist the Requesting Licensee in finding suitable alternatives to the Building Lead-in Duct and its associated Lead-in Manhole that is the subject of termination provided that nothing in this clause shall restrict SingTel's right to terminate under this clause 19 and that the ultimate responsibility to find an alternative lies with the Requesting Licensee.

IDA will require SingTel to use its reasonable endeavours to assist the Requesting Licensee in finding suitable alternatives to the ESF that is the subject of termination. In addition, SingTel must take reasonable measures to minimise disruption to the service provisioning by the Requesting Licensee to its customers using the ESF that is the subject of termination. SingTel must modify Clause 19.4 to give effect to the above requirements.

SingTel comments: Agreed as drafted above.

CLAUSE 20 – MODIFICATION REQUIRED

20. EXPIRY OF TERM OF LICENCE

CLAUSE 20.1 – MODIFICATION REQUIRED

20.1 Upon expiry or termination of the license in respect of the Building Lead-in Duct and its associated Lead-in Manhole, the Requesting Licensee must discontinue the use of the Building Lead-in Duct and its associated Lead-in Manhole and remove its

Underground Equipment within ~~twenty-three~~ (23) Business Days after the expiry or termination of that licence.

A period of 20 Business Days for the Requesting Licensee to remove its Building Lead-in Duct and its associated Lead-in Manhole is unreasonable. Instead, IDA considers a period of 30 Business Days to be reasonable. SingTel must modify Clause 20.1 to provide for a reasonable period.

SingTel comments: Agreed.

CLAUSE 20.2 – MODIFICATION REQUIRED

20.2 Where the Requesting Licensee fails to discontinue the use of the Building Lead-in Duct and its associated Lead-in Manhole and to remove its Underground Equipment, SingTel shall remove the Underground Equipment and the Interconnecting Requesting Licensee shall pay all reasonable costs associated with its removal.

SingTel must modify Clause 20.2 by inserting “reasonable” before “costs associated” in the last line.

SingTel comments: Agreed.

CLAUSE 20.3 – MODIFICATION REQUIRED

~~20.3 Upon termination of the licence for the Building Lead-in Duct and its associated Lead-in Manhole, the following Charges shall be recovered from the Requesting Licensee:~~

~~(a) Licence Charges for the remainder of the licence term;~~

~~(b) outstanding pro-rata site preparation charges.~~

SingTel must delete Clause 20.3. The Requesting Licensee must be able to use the IRS on a month-to-month basis, subject to a requirement to give reasonable notice in the event it chooses to cancel the service.

SingTel comments: Agreed

CLAUSE 20.4 – CONDITIONAL APPROVAL

~~20.420.3~~If this Schedule or this RIO Agreement is terminated for any reason, any sharing of Building Lead-in Duct and its associated Lead-in Manhole is also terminated.

CLAUSE 21 – CONDITIONAL APPROVAL

21. SUB-LICENSING

21.1 The Requesting Licensee must not assign the licence in respect of or sub-let the Building Lead-in Duct and its associated Lead-in Manhole licensed under this Schedule.

ANNEX A – CONDITIONAL APPROVAL

ANNEX A

SOP ON PREVENTION OF DAMAGE TO BUILDING LEAD-IN DUCT AND ITS ASSOCIATED LEAD-IN MANHOLE

- (a) The Requesting Licensee will purchase service layout plans from SingTel in respect of each Lead-in Manhole to which access is provided under this Schedule;
- (b) The Requesting Licensee will submit an earthwork notification form to SingTel within seven (7) days before the commencement of earthwork in accordance with section 29(1) of the Act;
- (c) When working in or around the vicinity of SingTel's Underground Plant, the Requesting Licensee will engage licensed telecommunications cable detection workers to detect SingTel's Underground Plant and carry out trial holes by manual digging to expose SingTel's Underground Plant in order to determine the depth and alignment of SingTel's Underground Plant;
- (d) If necessary, a site meeting may be arranged at the Requesting Licensee's cost to co-ordinate the routing of the Requesting Licensee's Ducts;
- (e) The Requesting Licensee will carry out trial holes by manual digging when working in or near the vicinity of SingTel's Underground Plant to determine the depth and the alignment of SingTel's Underground Plant;
- (f) At the Requesting Licensee's cost, the Requesting Licensee may sought SingTel's assistance to ascertain the location of SingTel's Underground Plant. The Requesting Licensee may also provide visible markings (such as poles, tapes, painting, etc.) to indicate the estimated position of SingTel's Underground Plant for SingTel's confirmation.
- (g) The Requesting Licensee will submit to SingTel the method of support and protection to those exposed SingTel's Underground Plant (Definition: means cables,

Ducts, Building Lead-in Ducts, Manholes owned by SingTel) for SingTel's concurrence;

- (h) If necessary, the Requesting Licensee will sever tree roots before grubbing the tree stump, subject to approval from relevant authorities.
- (i) The Requesting Licensee will inform SingTel on the dismantling of supports;
- (j) The Requesting Licensee will inform SingTel on the back-filling procedure over SingTel's Underground Plant.
- (k) The Requesting Licensee will disseminate information regarding SingTel's service layout to the Requesting Licensee's contractors, sub-contractors and machine operators carrying out the work;
- (l) The Requesting Licensee will submit a work schedule and installation plan to SingTel where works are to be carried out in the vicinity of SingTel's Underground Plant;
- (m) The Requesting Licensee will report immediately on any damage to SingTel Underground Plant at a designated telephone number;
- (n) The Requesting Licensee shall not dig trial holes using JCB or excavator;
- (o) The Requesting Licensee will not carry out any excavation, soil investigation, piling or earthworks in the vicinity of SingTel's Underground Plant without confirming the actual positions of SingTel's Underground Plant;
- (p) The Requesting Licensee will not cover up any of SingTel's Manholes with earth or building materials;
- (q) The Requesting Licensee will not take for granted that SingTel's lines are in a straight run;
- (r) The Requesting Licensee will not cover up or attempt to repair any damages to SingTel's Underground Plant but to report such damages to SingTel immediately;

- (s) The Requesting Licensee will not dismantle any support for SingTel's Underground Plant without informing SingTel and obtaining SingTel's consent;
- (t) The Requesting Licensee must not assume that the depth of SingTel's Underground Plant is not deeper than 1.5 meters;
- (u) The Requesting Licensee will not remove any concrete encasement around SingTel's pipeline after exposing it unless approval from SingTel is given.
- (v) SingTel may, when required, issue "Do's and Don'ts" to the Requesting Licensee so as to safeguard SingTel's Underground Plant and the Requesting Licensee shall comply with such "Do's and Don'ts".

ANNEX B – MODIFICATION REQUIRED

Sub-section 4.2.1.6 of Appendix Two of the Code requires SingTel to offer the Requesting Licensee access on a 7 days a week, 24 hours a day basis. In addition, sub-section 4.2.1.6 sets out the period of notice that the Requesting Licensee must provide to SingTel. SingTel must modify Annex B to comply with sub-section 4.2.1.6.

SingTel comments: SingTel considers that 4.2.1.6 applies to Co-Location, not to this Schedule.

ANNEX B – PHYSICAL ACCESS PROCEDURE FOR LEAD-IN MANHOLE

1 GENERAL

- 1.1 The physical access procedures are applicable to all SingTel Lead-in Manhole for which sharing has been approved for installation, operation and maintenance of Requesting Licensee Underground Equipment installed within, attached to or sited upon that Lead-in Manhole, subject to and in accordance with this Annex.
- 1.2 The Requesting Licensee shall provide to SingTel a master list of persons nominated by it to have physical access to Lead-in Manhole for which sharing has been approved by the SingTel in accordance with the prescribed form in Annex H. The master list shall contain, without limitation, for each person, the following details:
 - (a) full name; and
 - (b) Company name and license no.; and
 - (c) IC/Passport no.; and
 - (d) SIC/SOC no.; and
 - (e) contact no.; and
 - (f) fax no.

1.3 The master list provided under clause 1.2 shall be maintained and updated by the Requesting Licensee with a new master list provided to SingTel whenever any amendments are made to the master list.

1.4 No person will be permitted physical access to SingTel Lead-in Manhole without being nominated on the master list under clause 1.2 and without a current valid Letter of Authorisation as in Annex G.

2 **PHYSICAL ACCESS REQUEST**

2.1 Subject to clause 3, where the Requesting Licensee wishes to obtain physical access to the Lead-in Manhole of SingTel, for which sharing has been approved, it must submit a request in writing in accordance with the prescribed form in Annex E not less than 5 Business Days before the requested physical access date. The request must contain, without limitation:

- (a) the purpose for which physical access is requested; and
- (b) the identity of the senior person who will be present and who will be responsible for the persons who will be physically accessing the Lead-in Manhole; and
- (c) a complete list of the persons who will be physically accessing the Lead-in Manhole; and
- (d) an estimate of the time during which, physical access is requested; and
- (e) the specific Lead-in Manhole to which physical access is requested.

2.2 SingTel shall within two (2) Business Days of receipt of a request under clause 2.1, advise the Requesting Licensee of whether the request for physical access has been approved in accordance with the prescribed form in Annex E. The approval shall be the Letter of Authorisation as in Annex G.

2.4 Where SingTel approves a request for physical access each Party will comply with the terms and conditions set out in clause 5.

3. **EMERGENCY PHYSICAL ACCESS REQUEST**

- 3.1 The Requesting Licensee shall submit to SingTel a list of designated senior personnel contained listed on the master list who are authorised to request emergency physical access.
- 3.2 In the event of an emergency where physical access is required by the Requesting Licensee to address the emergency situation, the Requesting Licensee must first request via facsimile, a request in writing in accordance with the prescribed form in Annex F and then contact via a telephone call, SingTel's Fault Control Centre.
- 3.3 The written and verbal emergency physical access request under clause 3.2 must specify, without limitation:
- (a) the full name of the requesting party; and
 - (b) IC/Passport number; and
 - (c) contact number; and
 - (d) details of the emergency situation; and
 - (e) the identity of the senior person who will be present and who will be responsible for the persons who will be accessing the Lead-in Manhole; and
 - (f) a complete list of the persons who will be accessing the Lead-in Manhole; and
 - (g) an estimate of the time during which, physical access is requested; and
 - (h) the specific Lead-in Manhole to which physical access is requested.
- 3.4 SingTel shall notify the Requesting Licensee within 1 hour, of whether the request for physical access has been approved.

- 3.5 Upon obtaining approval under clause 3.4, physical access will be permitted on an interim basis only. Physical access shall be for a maximum period of 8 hours unless otherwise agreed.
- 3.6 Where SingTel approves a request for physical access each Party will comply with the terms and conditions set out in clause 5.
- 3.7 Where, in an emergency situation, both SingTel and the Requesting Licensee require physical access to undertake corrective action, SingTel has priority with the Requesting Licensee's knowledge.

4 REJECTION OF PHYSICAL ACCESS REQUEST

4.1 SingTel may reject a request for physical access where:

- (a) the order is not in the prescribed form and does not contain all the required information; or
- (b) the request is for physical access to Lead-in Manhole for which sharing has not been approved; or
- (c) the persons listed on the request do not appear on the master list or SingTel has advised that the person(s) listed have been barred either by SingTel or the relevant authorities; or
- (d) SingTel has scheduled work for the time specified by the Requesting Licensee in the request; or
- (e) SingTel determines that the physical access or work to be performed by the Requesting Licensee as specified in the request may breach clause 5.2; or
- (f) SingTel determines that the area is unsafe.

5 CONDITIONS OF PHYSICAL ACCESS

- 5.1 SingTel may refuse any person physical access to, or require that person to be removed from the site where:
- (a) that person cannot, upon request, produce a current valid Letter of Authorisation; or
 - (b) SingTel has previously notified the Requesting Licensee of problems with that person (eg. the person has breached safety requirements or Standard Operating Procedures); or
 - (c) the person has been barred under clause 5.8.
- 5.2 The Requesting Licensee must not do or omit to do anything in connection with gaining physical access which may:
- (a) threaten the safety of SingTel's employees, customers or third persons; or
 - (b) interfere physically or electrically with the delivery of telecommunications services supplied or to be supplied by SingTel; or
 - (c) jeopardise the integrity or confidentiality of Communications within the SingTel's Network; or
 - (d) threaten the security of the SingTel's Lead-in Manhole; or
 - (e) cause damage to the SingTel's Lead-in Manhole.
- 5.3 The Requesting Licensee must ensure the following:
- (a) only persons with a current and valid Letter of Authorisation can gain physical access; and
 - (b) physical access is gained only to the Lead-in Manhole or part thereof for which approval has been granted; and

- (c) each person gaining physical access signs a log book maintained by the Requesting Licensee in which is recorded the full name of the person, IC/Passport no., date and time of entry and departure from the Lead-in Manhole; and
 - (d) the applicable Standard Operating Procedures are followed and any written instructions (relating to particular circumstances not covered by the Standard Operating Procedures); and
 - (e) the Lead-in Manhole is left in a safe and tidy condition.
- 5.4 No explosives, inflammables, cigarettes, lighters and equipment with electromagnetic emissions or radiation are allowed in lead-in Manhole.
- 5.5 SingTel may inspect the logbook referred to in clause 5.3 at any time.
- 5.6 Where, for whatever reason, the Requesting Licensee decides that a person nominated by it should no longer be permitted physical access it must immediately notify SingTel and provide an updated master list.
- 5.7 SingTel may terminate physical access to a specific Lead-in Manhole where:
- (a) the physical access ~~may jeopardise or interfere with the integrity of SingTel's Network or Lead-in Manhole or create a security risk~~causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of the Terminating Party or any other person) including but not limited to a failure, interruption, disruption or congestion occurring in the other Party's Network; or

SingTel must modify Clause 5.7(a) to refer to "physical or technical" harm to SingTel's Network.

SingTel comments: Agreed as drafted above.

- (b) that the area is unsafe; or

(c) that the Requesting Licensee is in breach of clause 5.2 or 5.3.

5.8 Without prejudice to any other rights SingTel may have (whether under contract, at law, or in equity), where the Requesting Licensee or their agents or contractors:

(a) gains unauthorised entry to any Lead-in Manhole or part thereof; or

(b) uses, or attempts to use, the Letter of Authorisation for any purpose other than the purpose for which approval was granted,

(c) physical access may be immediately terminated and the person(s) will henceforth be barred from entering any facilities of SingTel.

5.9 The Requesting Licensee must not grant a third person physical access to Lead-in Manhole to which the Requesting Licensee has been granted physical access under this Annex. For the avoidance of doubt in the context of this clause third person does not include Requesting Licensee's contractor.

ANNEX C – CONDITIONAL APPROVAL

ANNEX C – STANDARD OPERATING PROCEDURES FOR WORKING IN MANHOLE AND CABLE PULLING

INTRODUCTION

This Appendix provides the standard operating procedures for a) Working inside SingTel's Lead-in Manholes and b) Cable pulling inside SingTel's Lead-in Manhole.

1 WORKING INSIDE SINGTEL LEAD-IN MANHOLE

1.1 The Requesting Licensee shall place all approved temporary road signing equipment such as signboards, barricades, traffic cones, blinker lamps, revolving lamps bearing the logo and names of the Requesting Licensee and its contractor, at the site in advance of, and/or for the duration, of its works in accordance with the LTA Temporary Signing Manual (1988 edition) or as superseded by the Code of Practice For Temporary Traffic Control issued by LTA which shall be the duty of the Requesting Licensee to ascertain in respect thereof and any subsequent amendment thereof as a minimum requirement and if the site condition is extra hazardous due to high speed traffic, road bend, road incline, obstruction by shrubs or trees, and the like, additional temporary road signing equipment shall be provided and placed by the Requesting Licensee to mitigate the effect of such hazards.

1.2 The Requesting Licensee shall remove all debris from inside of Lead-in Manhole.

1.3 The Requesting Licensee shall ensure that the Lead-in Manhole and its surrounding area are cleaned and flammable or toxic material is not left in or around the Manhole. The Requesting Licensee shall also ensure that the Manhole covers are flushed with the surface when closed. All debris and leftover materials resulting from its works shall be removed from the inside of the Manhole.

2 CABLE PULLING INSIDE SINGTEL'S LEAD-IN MANHOLE

2.1 The Requesting Licensee must also provide detailed information on the work method statement for cable and sub-Duct pulling for SingTel's approval. The information

shall include work method statement on how the Requesting Licensee can prevent damage to SingTel's existing cables found inside the Lead-in Manholes.

- 2.2 The Requesting Licensee shall ensure that its cable is laid against one side of the wall and supported on its own cable bearers in the Manhole provided space is available for installation of the cable bearers. The Requesting Licensee shall ensure that its cable is properly secured to the cable bearers at all times.
- 2.3 The Requesting Licensee shall ensure that its cable and sub-Duct do not cause obstruction in the Lead-in Manhole. The Requesting Licensee shall remove such obstruction immediately when instructed by SingTel to do so.
- 2.4 The Requesting Licensee shall install its own sub-Ducts.
- 2.5 The Requesting Licensee shall submit to SingTel for approval, the manufacturer's detailed information, type, size and sample of the sub-Duct to be used. Approval shall not be unreasonably withheld.
- 2.6 On the cable sheath, the Requesting Licensee shall clearly identify the Requesting Licensee at 1m intervals. The Requesting Licensee shall use a different colour from SingTel for the strip along the entire length of the cable for cables to be installed.
- 2.7 The Requesting Licensee must not construct or place any cable joint inside SingTel's Lead-in Manhole.
- 2.8 The Requesting Licensee shall use SingTel approved gas and watertight Duct seal to reinstate affected Duct seal(s) in the SingTel's Lead-in Manhole after cable pulling work. Where, during the course of installation, the Requesting Licensee causes any damage to SingTel's Underground Plant, the Requesting Licensee must report the damage immediately to SingTel. The Requesting Licensee shall not attempt to repair SingTel's damaged Underground Plant. SingTel shall rectify any damage in any way it deems fit, the cost and expense for the repair thereof shall be recovered from the Requesting Licensee.