

**IDA ANNOTATION – 13 DECEMBER 2000**

**SINGTEL RESPONSE – 11 JANUARY 2001**

**SCHEDULE 5B**

**LICENCE OF TOWER SPACE & CO-LOCATION AT TOWER  
SITES**

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### *IDA General Comments*

*Sub-section 4.2.4 of Appendix 2 of the Code requires SingTel to offer to provide the Requesting Licensee access to masts, towers and poles for the location of radio transmission or reception equipment.*

*SingTel has failed to comply with sub-section 4.2.4 of Appendix 2 of the Code by restricting its offer in Schedule 5B to:*

*(a) tower sites; and*

*(b) location of microwave dish and associated equipment.*

*SingTel must modify Schedule 5B to comply with sub-section 4.2.4 of Appendix 2 of the Code by including masts and poles and permitting the location of all types of radio transmission and reception equipment that is ordinarily located at masts, poles and towers. The RIO must also provide that, if there is no adequate space to allow physical co-location, SingTel will take “reasonable measures” to find alternative space which may include conditioning additional equipment space, optimising the use of existing space, finding adjacent space, or allowing virtual co-location.*

**SingTel comments:** The original reference to microwave dishes was because this was the original purpose for use of the towers. SingTel agrees to extend to “radio transmission or reception equipment.

**SingTel comments:** Not Agreed to finding alternative space for tower access. This is the obligation of the Requesting Licensee.

## SCHEDULE 5B

### LICENCE OF TOWER SPACE & CO-LOCATION AT TOWER SITES

#### *CLAUSE 1 – MODIFICATION REQUIRED*

##### 1. SCOPE

#### *CLAUSE 1.1 – MODIFICATION REQUIRED*

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with a licence (**Tower Access Licence**) to use:
- (a) SingTel's Tower Space for the sole purpose of mounting radio transmission or reception equipment~~a microwave dish and associated equipment~~ (**Tower Equipment**) to allow the Requesting Licensee to provide telecommunication services to the Requesting Licensee's Customers; and
  - (b) Co-Location Space and physical access thereto at Tower Sites for equipment used to connect to the radio transmission or reception equipment~~microwave dish~~ referred to in clause 1.1(a).

*Please refer to IDA's General Comments to Schedule 5B. The equipment that may be sited must not be restricted to microwave dish.*

**SingTel comments:**            **Agreed.**

#### *CLAUSE 1.2 – CONDITIONAL APPROVAL*

- 1.2 The Requesting Licensee must have acquired any such licenses as required from time to time to operate any equipment it intends to locate within the Tower Site before SingTel will provide a Tower Access Licence.

#### *CLAUSE 1.3 – CONDITIONAL APPROVAL*

- 1.3 Except as provided in this Schedule, the Requesting Licensee shall provide all installation materials and manpower needed for the installation of its Co-Location Equipment.

#### *CLAUSE 1.4 – MODIFICATION REQUIRED*

- 1.4 SingTel shall not be responsible for any damage to the Requesting Licensee's equipment caused by fire, water leakage, air-conditioning/mechanical ventilation failure, power fluctuation/interruption, or anything beyond SingTel's control at the Tower 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.

*SingTel may not exclude liability in situations where the damage is caused by or owing to the negligent, wilful or reckless acts or omissions of SingTel, its employees, agents or contractors. SingTel must modify Clause 1.4 to give effect to the above requirements.*

**SingTel comments:**                    **Agreed, subject to the use of the term "gross" negligence.**

***CLAUSE 1.5 – MODIFICATION REQUIRED***

- 1.5 This Schedule 5B only applies to Requesting Licensees who are FBOs, ~~providing wireline and broadband services.~~

*Consistent with the principle of technological neutrality, see Code § 1.5.4, SingTel must modify Clause 1.5 to provide that this Schedule 5B applies to any Facilities-based Licensee providing Telecommunication Services.*

**SingTel comments:**                    **Agreed for tower access.**

***CLAUSE 1.6 – CONDITIONAL APPROVAL***

- 1.6 SingTel will provide Tower Access Licences on a per Tower basis.

***CLAUSE 1.7 – CONDITIONAL APPROVAL***

- 1.7 SingTel shall only grant a Tower Access Licence to a Requesting Licensee where there is Tower Space and Co-Location Space available at the relevant Tower Site as determined under clause 2.

***CLAUSE 1.8 – CONDITIONAL APPROVAL***

- 1.8 The Tower Space will be provided in its as-is-where-is condition.

- 1.9 (a) The timeframes in this Schedule relating to pre-provisioning work to be undertaken by SingTel under clauses 3.3, 4.3 and 4.7 (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.
- 1.10 (a) If SingTel fails to meet any timeframes in this Schedule relating to provisioning work to be undertaken by SingTel under clause 5.1, 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 as a result of the removal of "reasonable endeavours" from certain timeframes to allow SingTel to extend those timeframes due to circumstances beyond its control. It also provides for a remedy where the provisioning delays are solely caused by SingTel

## ***CLAUSE 2 – MODIFICATION REQUIRED***

### **2. AVAILABILITY OF TOWER SPACE & CO-LOCATION SPACE**

- 2.1 For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of Tower Space & Co-Location Space:

- (a) SingTel's reasonably anticipated requirements in the next two (2) years for Tower Space and/or Co-Location Space for the provision to itself and its customers;
- (b) SingTel's reasonably anticipated requirements in the next two (2) years for Tower Space and/or Co-Location for operations and maintenance purposes;
- (c) the Requesting Licensee's and other Licensees requirements (including for operational and maintenance purposes) which have been ordered but not yet delivered or which have been provided;
- (d) any security and confidentiality requirements imposed on SingTel by Governmental Agencies and Customers; and

***IDA requires SingTel to provide its justification for the inclusion of Customer security and confidentiality requirements in Clause 2.1(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 Co-Location 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 Tower (can also decommission the site).

### ***CLAUSE 3 – MODIFICATION REQUIRED***

#### **3. ORDERING AND PROVISIONING PROCEDURE**

***Please refer to IDA's General Comments to Schedule 5B. The equipment that may be sited must not be restricted to microwave dish. SingTel must modify Clause 3 to comply with the above requirements.***

**SingTel comments:** Agreed.

- 3.1** The Requesting Licensee shall submit its request for a Tower Access Licence with regards to a Tower Site using the Tower Access Licence Request Form in the form of Attachment G containing the following information:

- (a) the location of the Tower Site in relation to which the Tower Access Licence is sought;
- (b) the number of pieces of radio transmission or reception equipment~~microwave dishes~~ to be installed in the Tower Space;
- (c) in the case of point-to-point, the orientation and distant end receiving point;
- (d) the model and specification of each piece of radio transmission or reception equipment~~microwave dish~~ to be installed in the Tower Space;
- (e) the size, weight and wind load of each piece of radio transmission or reception equipment~~microwave dish~~ to be installed in the Tower Space;
- (f) the transmitting and receiving frequency of the signal sent over each piece of radio transmission or reception equipment~~microwave dish~~ to be installed in the Tower Space;
- (g) the transmission power of each piece of ~~microwave dish~~ radio transmission or reception equipment to be installed in the Tower Space;
- (h) the number of mounting positions required and their corresponding height in meters Average Mean Sea Level (AMSL).
- (i) the cable/waveguide type, gauge and specification of each cable that would be installed in or around the Tower Space;
- (j) whether power supply is required for equipment to be installed in the Tower Space; and
- (k) evidence of the satisfaction of the condition in clause 1.2;
- (l) the type of Co-Location Equipment proposed to be installed in the Co-Location Space at the Tower Site;
- (m) the technical characteristics of the transmitting and receiving equipment, including all relevant RF frequencies, power levels, receiver sensitivity;
- (n) i~~n~~ relation to the Co-Location Equipment:



- (i) the characteristics of the Co-Location Equipment which require special consideration;
- (ii) the space (subject to clause 3.2) and power requirements of the Co-Location Equipment;
- (iii) the floor loading of the Co-Location Equipment;
- (iv) the type of cable/waveguide to be used, and the diameter of the cable/waveguide; and
- (o) the Requesting Licensee's contact details;
- ~~(p) 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 3.1(p).***

**SingTel comments:            Agreed.**

### ***CLAUSE 3.2 – CONDITIONAL APPROVAL***

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

### ***CLAUSE 3.3 – MODIFICATION REQUIRED***

**3.3** SingTel shall acknowledge receipt of the Tower Access Licence Request made under clause 3.1 within ~~five~~ three (53) Business Days and indicate whether the Tower Access Licence Request is preliminarily accepted on a non-binding basis (subject to the completion of a Project Study under clause 4) or rejected. If the Tower Access Licence Request is rejected, SingTel will provide the reasons for such rejection to the Requesting Licensee. SingTel shall recover a Tower Access Licence Request Fee for the reasonable cost of processing the Tower Access Licence Request as provided Schedule 9, irrespective of the outcome of the Tower Access Licence Request.

***SingTel must modify Clause 3.3 as follows:***

(a) *A period of 5 Business Days for SingTel to acknowledge receipt of the Tower Access Licence Request is unreasonable. Instead SingTel must provide for a reasonable period. IDA considers that a period of 3 Business Days would be reasonable.*

**SingTel comments:**                    **Agreed.**

(b) *If SingTel rejects a Tower Access Licence Request, SingTel must provide the Requesting Licensee with reasons substantiating the grounds of its rejection.*

**SingTel comments:**                    **Agreed.**

(c) *SingTel will be permitted to recover the reasonable cost incurred in processing the Tower Access Licence Request.*

**SingTel comments:**                    **Agreed.**

#### **CLAUSE 3.4 – MODIFICATIONS REQUIRED**

*SingTel must replace all references to “microwave dishes” with the phrase “radio transmission and reception equipment”.*

**SingTel comments:**                    **Agreed.**

**3.4** SingTel may reject a Tower Access Licence Request if:

(a) the Requesting Licensee is not an FBO ~~providing wireline and broadband services;~~

*Consistent with the principle of technological neutrality, see Code § 1.5.4, SingTel must modify Clause 3.4(a) by substituting the phrase “Telecommunication Services” in place of the phrase “wireline or broadband services”.*

**SingTel comments:**                    **Agreed to limit to FBOs.**

(b) the Tower Access License Request is not in the prescribed form;

(c) the Tower Access License Request does not contain the required information;

(d) the Requesting Licensee has not satisfied clause 1.2;

- (e) the size, weight and wind load of the radio transmission and reception equipment~~microwave dish~~ is not suitable;
- (f) the transmitting and receiving frequency of the system is not suitable;
- (g) the transmission power of each piece of radio transmission and reception equipment~~microwave dish~~ is not suitable;
- (h) the Co-Location Space requested is not within the limits prescribed by clause 3.2;
- (i) there is no Co-Location Space available at the Tower Site as determined in accordance with clause 2;
- (j) there is no Tower Space available space at the Tower Site as determined in accordance with clause 2; or
- (k) acceptance of the Tower Access License Request will give rise to significant health, safety, technical or engineering issues.

*SingTel must modify Clause 3.4(k) by providing objective standards pursuant to which it may determine if the acceptance of the Tower Access License Request will give rise to significant health, safety, technical or engineering issues. If SingTel is unable to do so, SingTel must delete Clause 3.4(k).*

**SingTel comments:** Not agreed. These issues when arise, will be assessed on a case by case basis. There are dispute resolution if there is a dispute about this aspect. SingTel would require a broader indemnity from the Requesting Licensee than that contained in the main body of the RIO Agreement if this clause is deleted.

### ***CLAUSE 3.5 – MODIFICATION REQUIRED***

**3.5** The Requesting Licensee acknowledges that the Tower Space and Co-Location Space allocated and the actual placement of the Tower Equipment and Co-Location Equipment shall be determined by SingTel. SingTel is not obliged to place the same Requesting Licensee’s Tower Equipment or Co-Location Equipment adjacent to each other provided that SingTel must use reasonable endeavours to accommodate any reasonable request made by the Requesting Licensee.

*SingTel must modify Clause 3.5 by inserting the proviso “provided that SingTel must use reasonable endeavours to accommodate any reasonable request made by the Requesting Licensee” at the end of the first sentence.*

**SingTel comments:**                    **Agreed.**

***CLAUSE 4 – MODIFICATION REQUIRED***

**4.        PROJECT STUDY**

***CLAUSE 4.1 – CONDITIONAL APPROVAL***

**4.1**        The Requesting Licensee may request confirmation of the preliminary acceptance of the Tower Access License Request by way of a Project Study in writing within five (5) Business Days from the date of the preliminary acceptance of a Tower Access License Request by SingTel. The provision of such a request by the Requesting Licensee shall constitute its agreement to pay the Project Study Fee. If the Requesting Licensee does not request confirmation within this time, the Tower Access License Request will lapse.

***CLAUSE 4.2 – CONDITIONAL APPROVAL***

**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 cable routing and any Site Preparation Works required for access to the Tower Space and the Co-Location Space; and
- (b)        a joint site visit with the Requesting Licensee.

***CLAUSE 4.3 – MODIFICATION REQUIRED***

**4.3**        Following notification by the Requesting Licensee under clause 4.1, SingTel shall schedule the preliminary site survey and the joint survey. SingTel shall ~~use its reasonable endeavours to~~ complete the Project Study within fifteen (15) Business Days of receipt of the notice in clause 4.1.

***SingTel must modify Clause 4.3 by deleting the phrase “use its reasonable endeavours” in the second sentence.***

**SingTel comments:**                    **Agreed, subject to the inclusion of clause 1.9.**

*A period of 15 Business Days for SingTel to complete the Project Study is unreasonable. Instead, IDA considers a period of 10 Business Days as reasonable. SingTel must modify Clause 4.3 to provide for a reasonable period.*

**SingTel comments:** Project studies are complex tasks that depend upon the nature of the specific Co-Location site, the availability of highly specialised and skilled staff and the number of current project study requests. While SingTel envisages that some project studies will be completed in a shorter time frame, in the circumstances it is unable to guarantee any shorter period than 15 Business Days. SingTel believes that the removal of “reasonable endeavours” provides sufficient comfort to the Requesting Licensees.

#### ***CLAUSE 4.4 – CONDITIONAL APPROVAL***

**4.4** The Requesting Licensee shall at its own cost engage Engineers and/or Consultants to access the Tower Space in accordance with the Physical Access Procedures in Attachment C for the purpose of performing structural analysis and electromagnetic tests to verify the feasibility of its proposed usage of the Tower Space.

#### ***CLAUSE 4.5 – CONDITIONAL APPROVAL***

**4.5** The Requesting Licensee shall provide the results of the analysis performed under clause 4.4 to SingTel.

#### ***CLAUSE 4.6 – MODIFICATION REQUIRED***

**4.6** SingTel may engage its own engineers and/or consultants to verify the analysis performed under clause 4.4 where SingTel has a reasonable justification for doing so. The cost of this verification is to be borne by the Requesting Licensee.

*SingTel may not engage its own engineers and/or consultants to verify the analysis performed under Clause 4.4 unless SingTel has reasonable justification to do so. In addition, SingTel may only recover the reasonable cost incurred from the Requesting Licensee. SingTel must modify Clause 4.6 to give effect to the above requirements.*

**SingTel comments:** SingTel agrees to the insertion of the words “where SingTel has a reasonable justification to do so”.

#### ***CLAUSE 4.7 – MODIFICATION REQUIRED***

**4.7** Following completion of the Project Study, SingTel shall provide written notice of its Final Approval or rejection of the Tower Access Licence Request to the Requesting Licensee along with the following information where appropriate:

- (a) the estimated Charge for the Site Preparation Work along with an outline of the major elements of the Site Preparation Work to be undertaken by SingTel;

*SingTel must include in Clause 4.7(a) details of the Site Preparation Work to be undertaken by SingTel.*

**SingTel comments:**                      **Agreed.**

- (b) the mounting position allocated for the radio transmission or reception equipment~~microwave dish(es);~~

- (c) the location of the designated lead-in manhole to the Co-Location Space and the direction of the connection duct;

- (d) the estimated length of fibre cable required from the lead-in manhole to the Co-Location Space; and

- (e) the number of Business Days expected to complete the Site Preparation Work;

~~(f) such other information as SingTel considers relevant.~~

*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 4.7(f).*

**SingTel comments:**                      **Agreed.**

#### **CLAUSE 4.8 – CONDITIONAL APPROVAL**

**4.8** SingTel shall be entitled to levy and receive the Project Study Fee provided in Schedule 9 irrespective of the outcome of the Project Study or whether the Requesting Licensee proceeds with the Tower Access Licence Request after completion of the Project Study.

#### **CLAUSE 4.9 – MODIFICATION REQUIRED**

- 4.9** Where Final Approval is granted under clause 4.7 the Requesting Licensee shall confirm in writing to SingTel that it wishes to proceed with the Tower Access Licence Request (**Final Acceptance**) and that it agrees to pay the estimated charges for Site Preparation Work within five (5) Business Days from the date of notification of the result of the Final Approval. If the Requesting Licensee does not give such confirmation within five (5) Business Days, its Tower Access Licence Request will be deemed to be cancelled.

*Site Preparation Charges are limited to work that SingTel undertakes at the specific request of the Requesting Licensee. The cost of modifications undertaken to benefit multiple Licensees, such as equipment rearrangement, air-conditioning enhancement and cable runs/cable trays, must be assumed initially by SingTel and recovered through monthly Co-Location Charges. SingTel must not, therefore, recover such costs from the Requesting Licensee as part of the charges for Site Preparation Work.*

**SingTel comments:**                      **Noted.**

#### ***CLAUSE 5 – MODIFICATION REQUIRED***

##### **5.        SITE PREPARATION WORK FOR THE CO-LOCATION SPACE**

#### ***CLAUSE 5.1 – MODIFICATION REQUIRED***

- 5.1** SingTel shall ~~use its reasonable endeavours to~~ complete the Site Preparation Work within the period advised under clause 4.7(e). 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.

*SingTel must delete the phrase “use its reasonable endeavours to” in the first sentence.*

**SingTel comments:**                      **Agreed, subject to the inclusion of clause 1.10. A remedy is also provided in that clause.**

#### ***CLAUSE 5.2 – CONDITIONAL APPROVAL***

- 5.2** As part of the Site Preparation Work, SingTel shall construct two (2) 110mm ducts of one (1) metre from the designated manhole in the direction indicated in clause 4.7(c) for the Requesting Licensee to connect its ducts. SingTel shall construct the duct seal for the ducts constructed in SingTel’s manhole.

***CLAUSE 5.3 – CONDITIONAL APPROVAL***

- 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.

***CLAUSE 6 – MODIFICATION REQUIRED***

**6. INSTALLATION AND MAINTENANCE OF EQUIPMENT IN THE TOWER SPACE**

***CLAUSE 6.1 – CONDITIONAL APPROVAL***

- 6.1** Where the Requesting Licensee gives its Final Acceptance under clause 4.9 the Requesting Licensee shall provide its installation schedule, installation plan and work method statement within five (5) Business Days from the Final Approval.

***CLAUSE 6.2 – CONDITIONAL APPROVAL***

- 6.2** SingTel shall review the installation schedule and plan provided under clause 6.1 and within five (5) Business Days shall either;
- (a) an advice giving its approval; or
  - (b) an advice withholding its approval with the reason for refusal and an alternate installation schedule and/or plan.

***CLAUSE 6.3 – CONDITIONAL APPROVAL***

- 6.3** The Requesting Licensee must commence installation of the Tower Equipment onto the Tower within thirty (30) Business Days of its Final Acceptance or as otherwise agreed by SingTel.

***CLAUSE 6.4 – CONDITIONAL APPROVAL***

- 6.4** The Requesting Licensee shall request access to the Tower for the installation works in accordance with Attachment C.

***CLAUSES 6.5 TO 6.7– MODIFICATION REQUIRED***



- 6.5 SingTel may carry out an inspection of the completed installation and/or a supervision of the installation to confirm that the installation conforms to the approved plans. The reasonable cost for this inspection and/or supervision shall be borne by the Requesting Licensee.
- 6.6 Where an inspection under clause 6.5 reveals that the installation does not materially conform to the installation plan, or the installation disadvantages or jeopardises SingTel’s plant, SingTel shall notify the Requesting Licensee of the results of the inspection. SingTel may still inform and require the Requesting Licensee to make adjustments to its installation where the installation does not confirm with the installation plan in a non-material way, but this notification will not delay the approval process under this Schedule.
- 6.7 Upon notification under clause 6.6, the Requesting Licensee shall reinstall its plant or take other corrective action within a reasonable time as agreed between the Parties, but in any event within ten (10) Business Days. The Requesting Licensee shall bear all reasonable costs for reinstallation and corrective action. If the Requesting Licensee fails to take appropriate corrective action, SingTel may withdraw physical access or undertake the appropriate corrective action and recover the cost from the Requesting Licensee accordingly.

*SingTel shall revise Clauses 6.6 and 6.7 as follows:*

- (a) *SingTel has the right to ensure that the Requesting Licensee complies with its construction commitments. However, SingTel must exercise its right in a reasonable manner. Clause 6.7 must make clear the SingTel may not require the Requesting Licensee to redo work where the deviation from the agreed upon plan is clearly minor and would not have any operational impact.*
- (b) *insert the word “substantially” after the word “conform” in Clause 6.6.*

**SingTel comments:** Agreed, although SingTel prefers the use of the term “materially”. Also, the Requesting Licensee should still be required to make all changes necessary to conform to the original plan, although minor non-conformity will not delay approvals under this Schedule.

- (c) *SingTel must modify Clause 6.7 to insert the word “reasonable” before the phrase “cost from the Requesting Licensee accordingly” in the sixth line.*

**SingTel comments:** Agreed.

#### ***CLAUSE 6.8 – MODIFICATION REQUIRED***

- 6.8** Before the installation of Tower Equipment, the Requesting Licensee shall be allowed to cancel any request or approval Tower Access Licence upon written notice to SingTel. SingTel may charge an administrative fee as detailed in Schedule 9 (Charges) for processing such cancellation as well as the reasonable cost that SingTel incurred up to the point of cancellation.

*SingTel must modify Clause 6.8 by inserting the word “reasonable” before the word “cost” in the fourth line.*

**SingTel comments:**                    **Agreed.**

***CLAUSE 6.9 – CONDITIONAL APPROVAL***

- 6.9** The Requesting Licensee shall at its own cost and expense, comply with all reasonable requirements of SingTel regarding the installation and/or maintenance of the Requesting Licensee’s plant, the licensed area and any works thereto.

***CLAUSE 6.10 – CONDITIONAL APPROVAL***

- 6.10** If in the course of the their own activities, the Requesting Licensee detects a fault, defect or problem in the Tower it shall notify SingTel as soon as practicable.

***CLAUSE 6.11 – CONDITIONAL APPROVAL***

- 6.11** The Requesting Licensee must, at its own cost:
- (a) ensure that the Tower is left in a tidy and safe condition following any maintenance or other operation it conducts on or around the Tower;
  - (b) ensure that flammable, toxic material, building material, or rubbish is not left on or around the Tower following any maintenance or other operation it conducts on or around the Tower;
  - (c) correct any fault, defect or problem with its own equipment which jeopardises SingTel’s equipment; and
  - (d) immediately notify SingTel of any damage to SingTel’s equipment consequent upon its act or omission.
  - (e) maintain and repair its own equipment;

### ***CLAUSE 6.12 – CONDITIONAL APPROVAL***

- 6.12** If the Requesting Licensee wishes to replace existing Tower Equipment located on the Tower or to install additional Tower Equipment on the Tower, the Requesting Licensee must submit a request under clause 3.

### ***CLAUSE 7 – CONDITIONAL APPROVAL***

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

### ***CLAUSE 7.1 – CONDITIONAL APPROVAL***

- 7.1** 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.

### ***CLAUSE 7.2 – CONDITIONAL APPROVAL***

- 7.2** The Requesting Licensee shall pay SingTel the Charges in accordance with Schedule 9 for the installation and termination of tie cables under the Co-Location Equipment Installation and Maintenance Procedures.

### ***CLAUSE 8 – MODIFICATION REQUIRED***

#### **8. STANDARD TERMS AND CONDITIONS**

### ***CLAUSE 8.1 – CONDITIONAL APPROVAL***

- 8.1** Each Requesting Licensee shall be responsible for the construction and maintenance of its equipment. SingTel will be responsible for maintaining and administering the Tower, Tower Space and the Co-Location Space under this Schedule.

***CLAUSE 8.2 – CONDITIONAL APPROVAL***

- 8.2** 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 Tower.

***CLAUSE 8.3 – CONDITIONAL APPROVAL***

- 8.3** The Requesting Licensee shall engage qualified Architect and Professional Engineer to make the necessary submission to competent authorities and provide Professional Engineer's Certification for the installation of the Tower Equipment at its own costs.

***CLAUSE 8.4 – MODIFICATION REQUIRED***

- 8.4** The Tower Equipment installed shall not exceed the height of five (5) meters per deck.

*SingTel must justify the basis of the height limitation or otherwise delete Clause 8.4.*

**SingTel comments:** The height limitation is required due to the design of tower sites. Such height restrictions are necessary and industry standard.

***CLAUSE 8.5 – CONDITIONAL APPROVAL***

- 8.5** The Requesting Licensee shall relocate and reinstall its Tower Equipment at its own expense should the Tower structure be required for repair or upgrading works.

***CLAUSE 8.6 – MODIFICATION REQUIRED***

- 8.6** It shall be the ~~sole~~-responsibility of the ~~Requesting Licensee~~ both parties to ensure that the Tower Equipment installed does not interfere with any of the existing systems. In the event of such interference, both parties will act in good faith to take reasonable measures to resolve the interference concerns. If these concerns cannot be resolved by reasonable measures, the Requesting Licensee shall either relocate or remove the Tower Equipment immediately at its own cost.

***Both parties must assume mutual obligation to avoid interference. SingTel must modify Clause 8.6 to provide that, in the event of any interference, both parties must act in good faith and take reasonable measures to resolve the interference.***

**SingTel comments:**                    **Agreed.**

***CLAUSE 8.7 – CONDITIONAL APPROVAL***

**8.7**     The Requesting Licensee shall provide proper identification markings on each and every piece of Tower Equipment and cable installed.

***CLAUSE 9 – MODIFICATION REQUIRED***

**9.        ACCESS AND APPROVALS REQUIRED**

***CLAUSE 9.1 – MODIFICATION REQUIRED***

**9.1**     The Requesting Licensee must use its ~~best~~reasonable endeavours to assist SingTel in providing the license to use the Tower Space and the Co-Location Space, including, but not limited to:

*SingTel must modify Clause 9.1 by substituting the word “reasonable” in place of the word “best” in the first sentence.*

**SingTel comments:**                    **Agreed.**

- (a)     at the Requesting Licensee’s cost, co-operating with SingTel so that SingTel is able to license the Tower Space and the Co-Location Space efficiently; and
- (b)     obtaining and maintaining any authorisation, permission, licence, waiver, registration or consent from any person necessary for license the Tower Space and the Co-Location Space.

***CLAUSE 9.2 – CONDITIONAL APPROVAL***

**9.2**     The access to the Tower Space and the Co-Location Space is subject to approval from all the relevant authorities with regard to its use and proposed renovation. The Requesting Licensee shall comply with all the terms and conditions imposed by the relevant Authority or government departments and competent authorities at its own cost.

***CLAUSE 9.3 – CONDITIONAL APPROVAL***

- 9.3** The Requesting Licensee shall at its own cost and expense, comply with all statutes, by-laws, rules or regulations that may apply to or be imposed on the Requesting Licensee in respect of the licence by any government authority.

***CLAUSE 10 – CONDITIONAL APPROVAL***

**10. REQUESTING LICENSEE’S RIGHTS**

- 10.1** The Requesting Licensee has a personal right of occupation on the terms and conditions of the access granted to the Tower Space and Co-Location Space and has no right, title, proprietary interest or interest in the relevant Tower and its Tower Space or Co-Location Space to which the license has been granted. This access shall not create a tenancy and shall not give the Requesting Licensee exclusive right to the occupation of the licensed Tower Space or Co-Location Space. The legal right to possession and control over the Tower Space and Co-Location Space is vested in SingTel throughout the term of the access.

***CLAUSE 11 – MODIFICATION REQUIRED***

**11. PROTECTION AND SAFETY**

***CLAUSE 11.1 – MODIFICATION REQUIRED***

- 11.1** The Requesting Licensee is responsible for the safe operation of its network and shall be responsible for the safe operation of its equipment on the Tower and shall, so far as reasonable practicable, take all necessary steps to ensure that its use of the Tower Space and the Co-Location Space:
- (a) does not endanger the safety of any person, including the employees, contractors, customers or third persons;
  - (b) does not damage, interfere with or cause any deterioration in the operation of SingTel’s Network;

***SingTel must modify Clause 11.1(b) to only refer to “physical or technical harm”.***

**SingTel comments:** SingTel believes that the lower standard of deterioration is appropriate here as this is not an absolute requirement. Rather, it is a general requirement to avoid deterioration where it is reasonably practicable to do so.

- (c) does not jeopardise the integrity or confidentiality of Communications within the SingTel's Network; and
- (d) does not threaten the security and accessibility of SingTel's Tower.

#### ***CLAUSE 11.2 – CONDITIONAL APPROVAL***

**11.2** The Requesting Licensee shall report immediately any incident, injury or harm, fatal or otherwise that occurs at the site to SingTel and the 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 Tower Site and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof.

#### ***CLAUSE 11.3 – CONDITIONAL APPROVAL***

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

#### ***CLAUSE 12 – MODIFICATION REQUIRED***

##### **12. TERM OF LICENCE**

#### ***CLAUSE 12.1 – MODIFICATION REQUIRED***

**12.1** The Tower Access Licence shall commence on the date the Requesting Licensee provides notice of its Final Acceptance under clause 4.9 and continues for two (2) years unless terminated earlier in accordance with this Schedule.

***Please refer to Paragraphs 10 and 12 of Schedule A. The term of the licence shall commence on the date of the Final Acceptance 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 Tower Access from the date of provisioning.*

**SingTel comments:** The term of the licence continues for 2 years independently of the COP Date. Therefore SingTel believes that it has conformed with paragraphs 10 and 12 of Schedule A with respect to the term of the licence. At the end of the term, it is likely that the licence will continue on an informal basis (unless terminated by the Requesting Licensee or SingTel). The Requesting Licensee could also re-apply for the space on the tower to obtain additional certainty. If the Requesting Licensee was to be granted an ongoing right, SingTel would want a right of termination for no cause at the end of the 2 year period and thereafter (eg where SingTel has to recover the tower due to obsolescence). This is consistent with the test of availability in clause 2.1.

### ***CLAUSES 12.2 TO 12.3 – MODIFICATION REQUIRED***

*The right to terminate the provision of Tower Access 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 Clauses 12.2 and 12.3 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 tower licence, as this would be overly cumbersome. The licence termination provisions operate independently of the termination provisions in the RIO Agreement. Most of the termination provisions specified in this Schedule are specific to Tower Sharing and should therefore be specifically set out in this Schedule. SingTel assumes in most cases it will be preferable to Requesting Licensees for an individual Tower licence to be terminated rather than the whole RIO Agreement.

**12.2** SingTel may terminate the Tower Access Licence at any time with immediate effect by giving notice to the Requesting Licensee if the Requesting Licensee fails to complete the installation of its Tower and Co-Location Equipment within thirty (30) Business Days under Attachment A or as otherwise agreed by SingTel. 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 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 Tower Access pursuant to Clause 12.2 in the situation where the failure by the Requesting Licensee to complete installation of its Tower and Co-Location 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 12.2 must not apply and the Requesting Licensee must be given a reasonable extension to complete the installation. SingTel must modify Clause 12.2 to give effect to the above requirements.*

**SingTel comments:**                      **Agreed.**

12.3    The Requesting Licensee may terminate a Tower Access Licence under this Schedule by giving SingTel no less than 6 months written notice. Termination of the licence will take effect from the date specified in the notice.

12.4    Either Party (**Terminating Party**) may terminate a Tower Access Licence 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 notice from the Terminating Party to do so.

~~12.3~~

~~12.3~~ 12.5    SingTel may immediately terminate the Tower Access Licence if:

(a)    the Requesting Licensee is no longer an FBO ~~providing wireline and 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)~~ (b)    in SingTel's reasonable opinion, the Requesting Licensee is using the Tower Space or 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 law, licence, code, regulation or direction;

~~(d) the Requesting Licensees use of the Tower Space or Co-Location Space is having or is likely to have an adverse network impact on SingTel;~~

~~(e)~~(c) the Tower Equipment or Co-Location Equipment is used for a purpose other than for the purpose contemplated under clause 1.1;

~~(f)~~(d) the Requesting Licensee removes or abandons its Tower Equipment or Co-Location Equipment;

~~(g)~~(e) the Requesting Licensee locates equipment other than Tower Equipment or Co-Location Equipment in the Tower Space or Co-Location Space respectively;

~~(h)~~(f) the Tower Space or Co-Location Space have become unsafe or unsuitable for their purpose;

~~(i)~~(g) SingTel's right to own, maintain or operate the Tower Site is revoked or terminates or expires; or

~~(j)~~(h) the Requesting Licensee's use of the Tower Site causes or is likely to cause physical or technical harm to any telecommunication 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. ~~Requesting Licensee does or allows anything to be done which in SingTel's reasonable opinion may jeopardise the Tower Site or the SingTel Network.~~

*SingTel must modify Clause 12.3(j) to refer to "physical or technical" harm.*

**SingTel comments:**                      **Agreed. Clarification of the scope of this phrase is provided.**

#### ***CLAUSE 12.4 – MODIFICATION REQUIRED***

~~12.412.6~~ SingTel may give the Requesting Licensee no less than six (6) months' notice at any time during the term that the Tower Access Licence is to be terminated because of the closure of that Tower Site. The Requesting Licensee shall bear its own cost associated with the closure of a Tower Site and the Requesting Licensee shall solely be responsible for making such alternative arrangements as are necessary to continue to provide its customers with services. SingTel shall use its reasonable endeavours to assist the Requesting Licensee in finding suitable alternatives to the Tower Site that is the subject of termination provided that nothing in this clause shall restrict SingTel's right to terminate under this clause 12 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 comments:** Partly agreed. SingTel does not believe there is a need to further minimise disruption as it has already provided 6 months notice. In addition, SingTel wishes to clarify that it is the ultimate responsibility of the Requesting Licensee to find alternatives.

#### ***CLAUSE 12.5 – MODIFICATION REQUIRED***

~~12.512.7~~ Upon expiry or termination of the Tower Access Licence:

- (a) the Requesting Licensee must discontinue the use of its Tower Equipment and Co-Location Equipment and remove its Tower Equipment and Co-Location Equipment from the Tower Site within ~~ten-thirty~~ (40/30) Business Days after the expiry of the Tower Access Licence or from the date of termination of the Tower Access Licence, whichever is the earlier; and

*A period of 10 Business Days for the Requesting Licensee to remove its Tower and Co-Location Equipment is unreasonable. Instead, IDA considers a period of 30 Business Days to be reasonable. SingTel must modify Clause 12.5(a) to provide for a reasonable period.*

**SingTel comments:** Agreed.

- (b) SingTel shall reinstate the Tower Space and Co-Location Space and recover/reinstate all cables/supports/opening and recover the reasonable cost of such reinstatement from the Requesting Licensee.

*SingTel must modify Clause 12.5(b) by inserting the word “reasonable” before the phrase “cost of such reinstatement” in the second line.*

**SingTel comments:** Agreed.

#### ***CLAUSE 12.6 – MODIFICATION REQUIRED***

~~12.612.8~~ If the Requesting Licensee fails to discontinue the use of its Tower Equipment and Co-Location Equipment and remove its Tower Equipment and Co-

Location Equipment under clause 12.57, SingTel shall remove the Requesting Licensee's Co-Location Equipment and reinstate the Tower Space and Co-Location Space to their original condition. The Requesting Licensee shall pay to SingTel all reasonable costs associated with the work undertaken by SingTel including the disposal of the Tower Equipment and Co-Location Equipment. In such event, the Requesting Licensee shall have no claim whatsoever, against SingTel.

*SingTel must modify Clause 12.6 by inserting the word "reasonable" before the word "costs associated" in the fifth line.*

**SingTel comments:**                      **Agreed.**

#### ***CLAUSE 12.7 – CONDITIONAL APPROVAL***

~~12.7~~12.9 Upon termination of the Tower Access Licence, any physical access granted to the Tower Site shall also be terminated.

#### ***CLAUSE 12.8 – MODIFICATION REQUIRED***

~~12.9~~12.10 Upon termination of Tower Access Licence by the Requesting Licensee under clause 12.3 or by SingTel under clauses 12.2, 12.4 or 12.5 (except clauses 12.5 (f) or (g)) prior to the expiry of the Licence term referred to in clause 12.1, the following Charges shall be recovered from the Requesting Licensee but only where SingTel has at its discretion constructed additional Co-location Space in respect of a Tower 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;
- (b) outstanding pro-rata site preparation charges.

*As discussed in Schedule A, where SingTel does not construct new facilities at the Request of a specific Licensee, 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:**                      **This clause has been aligned with the equivalent clauses under Schedule 8 for the co-location aspects of Tower Access. In this case, there may be shared Site Preparation Work which is not recovered upfront.**

***CLAUSE 13 – CONDITIONAL APPROVAL***

**13. SUB-LICENSING**

- 13.1** The Requesting Licensee must not assign the Tower Access Licence in respect of or sub-let the Tower Space or Co-Location Space at the Tower Site.

***CLAUSE 14 – CONDITIONAL APPROVAL***

**14. ADDITIONAL SPACE AND EQUIPMENT**

- 14.1** If the Requesting Licensee wishes to replace, modify or rearrange existing Tower Equipment or Co-Location Equipment in the Tower Space or Co-Location Space or to install additional Tower Equipment or Co-Location Equipment in the Tower Space or Co-Location Space, the Requesting Licensee must submit a request in respect of the replacement, modification, rearrangement or additional Tower Equipment or Co-Location Equipment.
- 14.2** Requests for additional Tower Space or Co-Location Space at Tower Sites shall be treated as a separate Tower Access Licence Request and the process of ordering and provisioning in clause 3 shall apply.