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SCHEDULE 8D

CO-LOCATION AT SUBMARINE CABLE LANDING STATION

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SCHEDULE 8D

CO-LOCATION AT SUBMARINE CABLE LANDING STATION

CLAUSE 1 – MODIFICATION REQUIRED

1. GENERAL

CLAUSE 1.1 – CONDITIONAL APPROVAL

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with Co-Location Space and physical access thereto at Submarine Cable Landing Stations/Frontier Stations, subject to clause 1.2.

CLAUSES 1.2 – MODIFICATION REQUIRED

- 1.2 For access to Co-Location Space at Submarine Cable Landing Stations/Frontier Stations, the Requesting Licensee must have acquired or entered into the following before SingTel will provide such access at those places:
- (a) an Indefeasible Rights of Use (IRU) holder to access their acquired capacity of the relevant submarine cable system; or
 - (b) as a cableowner of the landed submarine cable system to access their own capacity of the relevant submarine cable system.

As drafted, Clause 1.2 would appear to limit the rights of Requesting Licensees to co-locate. A Requesting Licensee co-located at a submarine cable landing station may want to provide a service to other Licensees that seek to access their acquired capacity on a submarine cable system. This service would consist of accessing the other Licensees' international submarine cable capacity and/or backhauling that capacity to those Licensees' networks. SingTel must either modify this Clause to allow a Requesting Licensee to provide this service or be required not to do so.

SingTel comments : Co-Location is for the purpose of Requesting Licensee seeking connection to its acquired capacity from SingTel and not for the Requesting Licensee to co-locate equipment for connection to services acquired from other Licensees. Clause 5.3.5.5 refers to co-location within the Dominant Licensee's network which illustrates that co-location has to be associated with the SingTel network and not simply a means of obtaining access to SingTel owned real estate.

CLAUSE 1.3 – CONDITIONAL APPROVAL

- 1.3 The Co-Location Space is solely for the purpose of the Requesting Licensee to access the respective submarine cable system landed in the station.

CLAUSE 1.4 – MODIFICATION REQUIRED

- 1.4 For the avoidance of doubt, the connection service between the Requesting Licensee's Co-Location Equipment at the Co-Location Space to the related submarine cable systems is not covered in this Schedule.

SingTel must provide the proposed Connection Service on reasonable prices, terms and conditions. If IDA deems that SingTel has not satisfied this obligation, it may require SingTel to offer the service as an IRS or take any other appropriate action.

SingTel comments : SingTel will file a Connection Service as a Wholesale Service in accordance with the Code of Practice clause 3.3.4.

CLAUSE 1.5 – CONDITIONAL APPROVAL

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

CLAUSE 1.6 – CONDITIONAL APPROVAL

- 1.6 The list of Co-Location Sites as at the date of this RIO Agreement for Submarine Cable Landing Stations/Frontier Stations is listed in Annex 8D.1.

CLAUSE 1.7 – MODIFICATION REQUIRED

- 1.7 SingTel may vary the Co-Location Sites listed in Annex 8D.1 from time to time with the approval of the Authority.

As required by sub-section 5.3.4 of the Code, SingTel must notify IDA and obtain IDA's approval prior to varying any of the Co-Location Sites listed in Annex 8D.1. SingTel must modify Clause 1.7 to give effect to the above requirements.

SingTel comments : **Agreed.**

CLAUSE 1.8 – MODIFICATION REQUIRED

1.8 SingTel shall not be responsible for any damage to the Requesting Licensee’s Co-Location Equipment caused by fire, water leakage, air-conditioning/mechanical ventilation failure, power fluctuation/interruption, or anything beyond SingTel’s control at the Co-Location Site other than to the extent that it is the result of a grossly negligent, wilful or reckless breach of this RIO Agreement by SingTel.

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 1.8 to give effect to the above requirements.

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

CLAUSE 1.9 – MODIFICATION REQUIRED

1.9 The Requesting Licensee shall not use the Co-Location Equipment installed at the Co-Location Space for circuits segregation or sorting of traffics, which could be done at their own station. The function of the Co-Location Equipment installed at the Co-Location Space is solely to access and transport their traffic to their station.

Consistent with the principles set out in sub-section 4.2.1.4 of Appendix Two of the Code, SingTel may not restrict the type of equipment co-located so long as it is telecommunication equipment of a type customarily located at the submarine cable landing station. SingTel must modify Clause 1.9 to give effect to the above requirements.

SingTel comments : **SingTel considers that Co-Location is for the purpose of a Requesting Licensee seeking connection to its acquired capacity, and that restrictions on the type of equipment to be Co-Located are therefore justified.**

CLAUSE 1.10 – CONDITIONAL APPROVAL

1.10 This Schedule 8D only applies to Requesting Licensees who are FBOs.

1.11 (a) The timeframes in this Schedule relating to pre-provisioning work to be undertaken by SingTel under clauses 3.3, 4.3 and 4.4 (such as the completion of project studies and the assessment of applications) are subject to delays

caused by events outside SingTel's reasonable control, in which case SingTel may extend these timeframes for a period equal to the period of such delays.

(b) A failure to meet these timeframes does not constitute a material breach of this Schedule or RIO Agreement.

1.12 (a) If SingTel fails to meet any timeframes in this Schedule relating to provisioning work to be undertaken by SingTel under clause 5.2, and the failure to meet the timeframe is solely caused by SingTel, SingTel will provide a remedy to the Requesting Licensee.

(b) Such remedy will be in the form of a credit to the Requesting Licensee of the recurring Charges payable for the delayed services over a period equal to the period of the delay.

(c) The Requesting Licensee acknowledges that this remedy is a genuine pre-estimate of the Requesting Licensee's loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure to meet provisioning timeframes and shall be SingTel's sole and exclusive liability to the Requesting Licensee for such failure.

SingTel comments : Refer to Schedule 3A for explanation of the rationale for inclusion of these clauses. These clauses have been inserted as a result of the removal of the term "reasonable endeavours".

CLAUSE 2 – MODIFICATION REQUIRED

2. AVAILABILITY AT A CO-LOCATION SITE

CLAUSE 2.1 – MODIFICATION REQUIRED

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

(a) SingTel's reasonably anticipated requirements in the next two (2) years for space at the Co-Location Site for the provision to itself and its customers;

(b) SingTel's reasonably anticipated requirements in the next two (2) years for space at the Co-Location Site for operation and maintenance purposes;

- (c) the Requesting Licensee and other Third Party requirements (including for operation and maintenance purposes) which have been ordered but not yet delivered or which have been provided;
- (d) security and confidentiality requirements imposed on SingTel by Governmental Agencies ~~or customers~~; and

IDA requires SingTel to provide its justification for the inclusion of customers' security and confidentiality requirements in Clause 2.1(d), otherwise SingTel must delete Clause 2.1(d).

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 Co-Location Site.

CLAUSE 3 – MODIFICATION REQUIRED

3. ORDERING AND PROVISIONING PROCEDURE

CLAUSE 3.1 – MODIFICATION REQUIRED

3.1 The Requesting Licensee shall submit its request for Co-Location Space at a Co-Location Site listed in Annex 8D.1 using a Co-Location Request Form in the form of Attachment G containing the following information:

- (a) the Co-Location Site listed in Annex 8D.1 at which Co-Location Space is sought;
- (b) confirmation that the purpose for seeking Co-Location Space is sought at that Co-Location Site together with evidence of the satisfaction of the condition in clause 1.2;

SingTel must modify Clause 3.1(b) to only require the Requesting Licensee to confirm that the purpose of the Co-Location Space sought is for accessing international submarine cable capacity.

SingTel comments : **Not Agreed. As discussed above, co-location is provided for the purposes defined in clause 1.2 and not for connection to any other capacity.**

- (c) the type of Co-Location Equipment proposed to be installed at that Co-Location Site;
- (d) the space (subject to clause 3.2) and power requirements;
- (e) the floor loading of the Co-Location Equipment;
- (f) the type of optical fibre cable to be used, and the diameter of the fibre cable; and
- (g) the Requesting Licensee contact details; ~~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 3.1(h).

SingTel comments : **Agreed.**

CLAUSE 3.2 – CONDITIONAL APPROVAL

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

CLAUSE 3.3 – MODIFICATION REQUIRED

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

SingTel must modify Clause 3.3 as follows:

(a) A period of 5 Business Days for SingTel to acknowledge receipt of the Co-Location Request is unreasonable. Instead, SingTel must provide for a reasonable period. IDA considers that period of 3 Business Days would be reasonable.

SingTel comments : **Agreed.**

(b) If SingTel rejects a Co-Location Request, SingTel must provide the Requesting Licensee with reasons substantiating the grounds of its rejection.

SingTel comments : **Agreed.**

(c) SingTel will only be permitted to recover the reasonable cost incurred in processing the Co-Location Request.

SingTel comments : **Agreed to insert “reasonable” cost.**

CLAUSE 3.4 – CONDITIONAL APPROVAL

3.4 SingTel may reject a Co-Location Request if:

- (a) the Requesting Licensee is not an FBO; or
- (b) the Co-Location Request is not in the prescribed form; or
- (c) the Co-Location Request does not contain the required information; or
- (d) the Requesting Licensee has not satisfied clause 1.2; or
- (e) the space requested is not within the limits prescribed by clause 3.2; or
- (f) there is no available space at the Co-Location Site as determined in accordance with clause 2; or
- (g) acceptance of the Co-Location Request will give rise to significant health, safety, technical or engineering issues.

CLAUSE 3.5 – MODIFICATION REQUIRED

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

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 Co-Location Request by way of a Project Study in writing within five (5) Business Days from the date of the preliminary acceptance of a Co-Location 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 Co-Location 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 Co-Location; and
 - (b) a joint site survey with the Requesting Licensee.

CLAUSE 4.3 – MODIFICATION REQUIRED

- 4.3 Following notification by the Requesting Licensee under clause 4.1 that it wishes SingTel to proceed with a Project Study, SingTel shall schedule the preliminary site

survey and a joint site 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 to” in the second sentence.

SingTel comments : Agreed, subject to the inclusion of clause 1.11 above.

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 – MODIFICATION REQUIRED

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

(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 4.4(a) details of the Site Preparation Work to be undertaken by SingTel.

SingTel comments : Agreed to provide the major elements of the Site Preparation Work to be undertaken.

(b) the location of the designated lead-in manhole and the direction of the connection duct;

(c) the length of the Transmission Tie Cable;

(d) the estimated length of fibre cable required from the lead-in manhole to the Co-Location site; 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 4.4(f).

SingTel comments : Agreed.

CLAUSE 4.5 – CONDITIONAL APPROVAL

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

CLAUSE 5 – MODIFICATION REQUIRED

5. SITE PREPARATION WORK

CLAUSE 5.1 – MODIFICATION REQUIRED

5.1 Within five (5) Business Days from the date of notification of the result of the Project Study under clause 4.4, the Requesting Licensee shall confirm in writing that it wishes to proceed with co-location and it agrees to pay the estimated Charges for Site Preparation Work .

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 5.2 – MODIFICATION REQUIRED

5.2 SingTel shall ~~use its reasonable endeavours to~~ complete the Site Preparation Work within the period advised under clause 4.4. If SingTel is unable to complete the Site

Preparation Work within the advised period, SingTel shall notify the Requesting Licensee of a revised date for completion.

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

SingTel comments : **Agreed, subject to the inclusion of clause 1.12 above.**

CLAUSE 5.3 – CONDITIONAL APPROVAL

5.3 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 4.4(b) for the Requesting Licensee to connect its ducts. SingTel shall construct the duct seal for the ducts constructed in SingTel’s manhole.

CLAUSE 5.4 – CONDITIONAL APPROVAL

5.4 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 – CONDITIONAL APPROVAL

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

CLAUSE 6.1 – CONDITIONAL APPROVAL

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

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

CLAUSE 6.2 – CONDITIONAL APPROVAL

- 6.2 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 7 – MODIFICATION REQUIRED

7. TERM OF LICENCE

CLAUSE 7.1 – MODIFICATION REQUIRED

- 7.1 A licence of each Co-Location Space under this Schedule shall commence on the date the Requesting Licensee confirms its acceptance of the Charges for Site Preparation Work at the Co-Location Site and continues for two (2) years unless terminated earlier in accordance with this Schedule.

SingTel must revise the Licence term in the manner described in Schedule A.

SingTel comments : Agreed. SingTel has provided for a 2 year term for Cable Landing Station Space. The term of the licence is independent of the Code Date. Therefore, SingTel has met the IDA's requirements under Paragraph 10 of Schedule A for Cable Landing Station Space.

CLAUSE 7.2 – MODIFICATION REQUIRED

- 7.2 SingTel may terminate the licence of Co-Location Space at any time with immediate effect by giving notice to the Requesting Licensee if the Requesting Licensee fails to complete the installation of its Co-Location Equipment within thirty (30) Business Days under Attachment A. If the Requesting Licensee's failure to complete installation is attributable to circumstances beyond the Requesting Licensee's reasonable control, SingTel will grant a reasonable extension of time for installation to the Requesting Licensee at the Requesting Licensee's request. A Requesting Licensee's request under this clause must describe the circumstances beyond the Requesting Licensee's control and such request must be received prior to the expiry of the aforementioned thirty (30) Business Day period.

It would be unreasonable for SingTel to terminate the licence of Co-Location Space pursuant to Clause 7.2 in the situation where the failure by the Requesting Licensee to complete installation of its Co-Location Equipment within the specified 30 Business

Days is attributable to an act or omission of SingTel or to circumstances beyond the reasonable control of the Requesting Licensee. In such a situation, Clause 7.2 must not apply and the Requesting Licensee must be given a reasonable extension to complete the installation. SingTel must modify Clause 7.2 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”.

4.37.3 The Requesting Licensee may terminate a licence of Co-Location Space 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.

7.4 Either Party (**Terminating Party**) may immediately terminate a licence of Co-Location Space at a Submarine Cable Landing Station if the other Party is in breach of this Schedule and such breach remains unremedied for a period of five (5) Business Days after receiving written notice from the Terminating Party to do so.

CLAUSE 7.3 – MODIFICATION REQUIRED

The right to terminate the licence of Co-Location Space 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 7.3 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 must modify Clause 7.3 to give effect to the above requirements.

SingTel comments : The licence termination provisions operate independently of the termination provisions in the RIO Agreement. Most of the termination provisions specified in clauses 7.5 and 7.6 are specific to Cable Landing Stations 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 Cable Landing Station licence to be terminated rather than the whole RIO Agreement.

SingTel comments : The Requesting Licensee has been given a right to terminate for no fault above, and a right to terminate for SingTel’s breach.

SingTel comments : Where the termination provisions are similar to those in the main body of the RIO, the termination provisions have been amended accordingly.

~~7-37.5~~ SingTel may immediately terminate a licence at a Co-Location Space if:

- (a) the Requesting Licensee is no longer an FBO;
- ~~(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;~~
- ~~(e)(b)~~ (b) in SingTel's reasonable opinion, the Requesting Licensee is using the Co-Location Space in contravention of an applicable law, licence, code, regulation or direction and SingTel has the necessary confirmation from the relevant Governmental Agencies that the Requesting Licensee is in contravention of the law, licence, code, regulation or direction;
- ~~(d)(c)~~ (c) the licence of Co-Location Space is having or is likely to be physically or technically harmful to the SingTel Network or Co-Location Site, including without limitation having have an adverse network impact on SingTel;
- ~~(e)(d)~~ (d) the Co-Location Equipment is used for a purpose other than for the purpose contemplated under clauses 1.2 and 1.9;
- ~~(f)(e)~~ (e) the conditions in clauses 1.2 and 1.9 are no longer satisfied;
- ~~(g)(f)~~ (f) the Requesting Licensee removes or abandons its Co-Location Equipment;
- ~~(h)(g)~~ (g) the Requesting Licensee locates equipment other than Co-Location Equipment in the Co-Location Space; or
- ~~(i)(h)~~ (h) the Co-Location Space has become unsafe or unsuitable for its purpose; ~~or~~
- ~~(j) the Requesting Licensee does or allows anything to be done which in SingTel's reasonable opinion may jeopardise the Co-Location Space or the SingTel Network.~~

CLAUSE 7.4 – MODIFICATION REQUIRED

~~7-47.6~~ SingTel may give the Requesting Licensee no less than six (6) months' notice at any time during the term that the licence at a Co-Location Space is to be terminated because of the closure of that Co-Location Site. The Requesting Licensee shall bear its own cost associated with the closure of a Co-Location Site, 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 will use its reasonable endeavors in providing such assistance. SingTel will take reasonable measures to minimise disruptions to the Requesting Licensee in the provision of its services to customers arising from the termination of the Co-Location Site. The Requesting Licensee shall remain solely responsible for making any alternative arrangements as are necessary to continue to provide its customers with services. Nothing in this clause prevents SingTel from terminating the licence at a Co-Location Space at the end of the six (6) month notice period under this clause provided that SingTel has complied with this clause.

IDA requires SingTel to use its reasonable endeavours to assist the Requesting Licensee in finding suitable alternatives to the Co-Location Space that is the subject of termination. In addition, SingTel must take reasonable measures to minimise disruption to Requesting Licensee in its service provisioning to its customers arising from the termination of the Co-Location Space. SingTel must modify Clause 7.4 to give effect to the above requirements.

SingTel comments : Agree to include reasonable assistance provisions as specified by the IDA. The Requesting Licensee has ultimate responsibility however for making alternative arrangements. Further, SingTel has provided 6 months notice which is adequate for the Requesting Licensee to implement alternative solutions and SingTel cannot be impeded from closure of the Co-Location Site at the end of the 6 month period.

CLAUSE 7.5 – MODIFICATION REQUIRED

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

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

A period of 10 Business Days for the Requesting Licensee to remove its Co-Location Equipment is unreasonable. Instead, IDA considers a period of 30 Business Days to be reasonable. SingTel must modify Clause 7.5(a) to provide for a reasonable period.

SingTel comments : Agreed.

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

SingTel must modify Clause 7.5(b) by inserting the word “reasonable” before the phrase “cost of such reinstatement” in the second line.

SingTel comments : **Agreed.**

CLAUSE 7.8 – MODIFICATION REQUIRED

~~7.67.8~~ If the Requesting Licensee fails to discontinue the use of its Co-Location Equipment and remove its Co-Location Equipment under clause 7.75, SingTel shall remove the Requesting Licensee’s Co-Location Equipment and reinstate the Co-Location Site to its original condition. The Requesting Licensee shall pay to SingTel all reasonable costs associated with the work undertaken by SingTel including the disposal of the Co-Location Equipment. In such event, the Requesting Licensee shall have no claim whatsoever, against SingTel.

SingTel must modify Clause 7.6 by inserting the word “reasonable” before the phrase “costs associated with” in the fourth line.

SingTel comments : **Agreed.**

CLAUSE 7.9 – CONDITIONAL APPROVAL

~~7.77.9~~ Upon termination of the licence of Co-Location Space, any physical access granted to the Co-Location Site shall also be terminated.

CLAUSE 7.8 – MODIFICATION REQUIRED

~~7.87.10~~ Upon termination by the Requesting Licensee under clause 7.3 or by SingTel under clauses 7.2, 7.4 or 7.5 (except clause 7.5(g) and (h)) of a licence of Co-Location Space prior to the expiry of the Licence term referred to in clause 7.1, the following Charges shall be recovered from the Requesting Licensee but only where SingTel has at its discretion, constructed additional Co-location Space and has not recovered the full cost of Site Preparation Work from the Requesting Licensee from upfront Site Preparation Work Charges Upon termination of Co-Location Space, the following Charges shall be recovered from the Requesting Licensee:

- (a) Licence Charges for the remainder of the original licence term; and
- (b) outstanding pro-rata site preparation charges.

SingTel must revise this provision in the manner described in paragraphs 10 and 12 of Schedule A. Whilst SingTel is not obligated to construct additional space for co-location, if SingTel chooses to do so, it may impose a minimum licence term on any Requesting Licensee that uses the co-location space. In the event of termination prior to the end of the period – either by the Requesting Licensee without cause, or by SingTel for cause – SingTel may require the Requesting Licensee to pay the balance due for the remainder of the minimum licence term period. This Clause 7.8 does not apply in cases in which SingTel fulfils its obligation to provide site preparation for the benefit of a specific Licensee. In that case, SingTel may recover the Site Preparation Costs through up-front charges but may not impose a minimum licence term on Requesting Licensees that co-located equipment in that space. More limited modification, for the benefit of a specific Licensee, may be recovered through up-front charges.

SingTel comments : **Agreed.**

CLAUSE 8 – CONDITIONAL APPROVAL

8. SUB-LICENSING

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

CLAUSE 9 – CONDITIONAL APPROVAL

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

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

ANNEX 8D.1 – MODIFICATION REQUIRED

ANNEX 8D.1

List of Possible Co-Location Sites at Submarine Cable Landing Station

Serial Number	Description of Co-Location Site
1	Changi Submarine Cable Station
2	Katong Submarine Cable Station
3	<u>Tuas Sembawang</u> Submarine Cable Station

SingTel must modify ANNEX 8D.1 to include the Tuas Submarine Cable Station.

SingTel comments : **Noted. Updated in the list.**