

SCHEDULE 8D

CO-LOCATION AT SUBMARINE CABLE LANDING STATION

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SCHEDULE 8D

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1. GENERAL

- 1.1** This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with Co-Location Space and physical access thereto at Submarine Cable Landing Stations/Frontier Stations, subject to clause 1.2.
- 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.
- 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.
- 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.
- 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.
- 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.
- 1.7** SingTel may vary the Co-Location Sites listed in Annex 8D.1 from time to time.
- 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.

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.

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

2. AVAILABILITY AT A CO-LOCATION SITE

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

- (a) SingTel's reasonably anticipated requirements in the next two (2) years for space at the Co-Location Site for the provision to itself and its customers;
- (b) SingTel's reasonably anticipated requirements in the next two (2) years for space at the Co-Location Site for operation and maintenance purposes;
- (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
- (e) whether SingTel has plans or otherwise proposes to decommission the Co-Location Site.

3. ORDERING AND PROVISIONING PROCEDURE

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) the purpose for seeking Co-Location Space at that Co-Location Site together with evidence of the satisfaction of the condition in clause 1.2;
- (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;
- (g) the Requesting Licensee contact details; and
- (h) such other information as SingTel reasonably requires.

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

3.3 SingTel shall acknowledge receipt of the Co-Location Request under clause 3.1 within five (5) 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. SingTel shall recover the Co-Location Request Fee for the cost of processing the Co-Location Request as provided in Schedule 9, irrespective of the outcome of the Co-Location Request.

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.

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.

4. PROJECT STUDY

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.

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.

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.

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;
- (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;
- (e) the number of Business Days expected to complete the Site Preparation Work;
- (f) such other information as SingTel considers relevant.

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

5. SITE PREPARATION WORK

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

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.

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.

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.

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

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

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

6.2 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.

7. TERM OF LICENCE

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

7.2 SingTel may terminate the licence of Co-Location Space at any time with immediate effect by giving notice to the Requesting Licensee if the Requesting Licensee fails to complete the installation of its Co-Location Equipment within thirty (30) Business Days under Attachment A.

7.3 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;
- (c) 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;
- (d) the licence of Co-Location Space is having or is likely to have an adverse network impact on SingTel;

- (e) the Co-Location Equipment is used for a purpose other than for the purpose contemplated under clauses 1.2 and 1.9;
- (f) the conditions in clauses 1.2 and 1.9 are no longer satisfied;
- (g) the Requesting Licensee removes or abandons its Co-Location Equipment;
- (h) the Requesting Licensee locates equipment other than Co-Location Equipment in the Co-Location Space;
- (i) 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.

7.4 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.

7.5 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 (10) 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
- (b) SingTel shall reinstate the Co-Location Space and recover/reinstate all cables/supports/opening and recover the cost of such reinstatement from the Requesting Licensee.

7.6 If the Requesting Licensee fails to discontinue the use of its Co-Location Equipment and remove its Co-Location Equipment under clause 7.5, 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 costs associated with the work undertaken by SingTel including the disposal of the Co-Location Equipment. In such event, the Requesting Licensee shall have no claim whatsoever, against SingTel.

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

7.8 Upon termination of Co-Location Space, 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.

8. SUB-LICENSING

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

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

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

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	Sembawang Submarine Cable Station