

## ***APPENDIX 2***

### **IDA Directed Amendments for Schedule 5C**

## **SCHEDULE 5C**

### **LICENSING OF ROOF SPACE & CO-LOCATION SPACE AT ROOF SITES**

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## SCHEDULE 5C

### LICENSING OF ROOF SPACE & CO-LOCATION SPACE AT ROOF SITES

#### 1. SCOPE

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with a licence (**Roof Access Licence**) to use:
- (a) Roof Space at SingTel exchanges and Submarine Cable Landing Stations for the sole purpose of mounting an antenna (**Roof Equipment**) and connecting that antenna to Co-Location Equipment at the same SingTel exchange or Submarine Cable Landing Station to allow the Requesting Licensee to access Local Loop and Sub Loop under Schedule 3A, Shared Line under Schedule 3B as well as Tail Circuit under Schedule 4C provided at Co-location Space under Schedule 8B or its cable capacity in Cable Systems via Connection Services provided at Co-Location Space under Schedule 8D; and
  - (b) physical access thereto.
- 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 on the Roof Site before SingTel will provide a Roof Access Licence.
- 1.3 Except as provided in this Schedule, the Requesting Licensee shall provide all installation materials and manpower needed for the installation of its Roof Equipment and cabling to connect the Roof Equipment to the Co-Location Equipment located in the Co-Location Space in order to access Local Loop, Sub Loop, Shared Line, Tail Circuit or cable capacity (**Building Cabling**). Where certain work is to be carried out by SingTel under this Schedule, and the Charge is not defined under Schedule 9, the Requesting Licensee must pay all reasonable costs incurred by SingTel in provisioning the licence for Roof Space to the Requesting Licensee, subject to the following conditions:
- (a) the costs incurred by SingTel will relate to the work that SingTel needs to perform in order to provision the Roof Space and Co-location Space at the Roof Site;

- (b) before incurring the costs, SingTel will provide Requesting Licensee with prior reasonable notice that the Requesting Licensee's request requires SingTel to undertake such work and such notice shall clearly and with sufficient detail set out the following:
    - (i) the reasonable costs which SingTel seeks to recover from the Requesting Licensee in respect of the costs incurred by SingTel (including a breakdown of the individual cost components and justification for incurring each cost component); and
    - (ii) based on the information set out in paragraph (i), a binding quote to the Requesting Licensee in respect of the work to be undertaken by SingTel which shall be valid for a period of five (5) Business Days from the date they are notified to the Requesting Licensee by SingTel;
  - (c) SingTel shall obtain the prior approval of the Requesting Licensee to the costs noted in the notice within the time period under paragraph (b)(ii) and if the Requesting Licensee does not provide its approval within that time period then SingTel may suspend SingTel's work under this clause 1.3 until the Requesting Licensee agrees; and
  - (d) any dispute in respect of determining the reasonable costs set out in the notice shall be resolved in accordance with Schedule 11 of the RIO Agreement.
- 1.4 The list of Roof Sites for Roof Space is listed in Annex 5C.1. SingTel may vary the Roof Sites listed in Annex 5C.1 from time to time with the prior approval for the Authority obtained in the form of amendment of this RIO Agreement approved by the Authority.
- 1.5 SingTel shall not be responsible for any damage to the Requesting Licensee's equipment caused by rain, fire, water leakage, lightning, power fluctuation/interruption, or anything beyond SingTel's control at the Roof 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.
- 1.6 This Schedule 5C only applies to Requesting Licensees who are FBOs.
- 1.7 SingTel will provide Roof Access Licences on a per roof per exchange or per Submarine Cable Landing Station (as the case may be) basis.

- 1.8 SingTel shall only grant a Roof Access Licence to a Requesting Licensee where there is Roof Space available at the relevant Roof Site as determined under clause 2.
- 1.9 The Roof Space will be provided in an “as-is-where-is” condition.
- 1.10 The timeframes in this Schedule relating to provisioning work for Roof Space and Co-location Space at Roof Sites to be undertaken by SingTel under clauses 3.3 and 3.5 (**Roof Access Licence Request**), 4.1 (**Project Study**), 5.1 (**Site Preparation Work**) and 15.2 (**Modified Roof Equipment**) are subject to delays caused by events outside SingTel’s reasonable control in which case such failure to meet the timeframes shall not constitute a breach of this RIO Agreement and clause 1.11(a) shall not apply, provided that SingTel must notify the Requesting Licensee as soon as practicable upon the occurrence of such event, stating the cause of the events and specifying a new date for completion of the relevant provisioning work which is extended for the period of such delays.
- 1.11 (a) SingTel will provide the Service Level Guarantees in respect of licensing of Roof Space and Co-Location Space at Roof Sites as set out in Annex 5C.3. If SingTel fails to meet any Service Level Guarantees applicable to this Schedule and the failure to meet the Service Level Guarantees is solely caused by SingTel, SingTel will provide a remedy to the Requesting Licensee in accordance with:
- (i) section 1 of Annex 5C.3 and any terms and conditions contained therein in respect of Roof Access Licence Request timeframes;
  - (ii) section 2 of Annex 5C.3 and any terms and conditions contained therein in respect of Project Study timeframes;
  - (iii) section 3 of Annex 5C.3 and any terms and conditions contained therein in respect of timeframes for Site Preparation Work;
  - (iv) section 4 of Annex 5C.3 and any terms and conditions contained therein in respect of timeframes for Modified Roof Equipment; and
  - (v) section 5 of Annex 5C.3 in respect of claims made under Annex 5C.3.

- (b) The Requesting Licensee acknowledges that the relevant remedy provided under clause 1.11(a) 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 the relevant Service Level Guarantees for Roof Space and Co-location Space at Roof Sites and shall be SingTel's sole and exclusive liability to the Requesting Licensee for such failure.

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

2.1 For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of Roof Space:

- (a) SingTel's reasonably anticipated requirements in the next one (1) year for Roof Space for the provision to itself and its Customers;
- (b) SingTel's reasonably anticipated requirements in the next one (1) year for Roof Space 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) whether SingTel has plans or otherwise proposes to decommission the Co-Location site within six (6) months of the date of the Roof Access Licence Request.

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

3.1 The Requesting Licensee shall submit its request for a Roof Access Licence with regards to a Roof Site using the Roof Access Licence Request form in Annex 5C.2 containing the following information:

- (a) the location of the Roof Site listed in Annex 5C.1 in relation to which the Roof Access Licence is sought;
- (b) the orientation and distant end receiving point;
- (c) the model and specification of each piece of antenna to be installed in the Roof Space;

- (d) the size, weight and wind load of each piece of antenna to be installed in the Roof Space;
- (e) the transmitting and receiving frequency of the signal sent over each piece of antenna to be installed in the Roof Space;
- (f) the transmission power of each piece of antenna to be installed in the Roof Space;
- (g) the number of mounting positions required and height in metres Average Mean Sea Level (AMSL) of the equipment to be installed;
- (h) the cable/waveguide type, gauge and specification of each cable that would be installed in or around the Roof Space;
- (i) whether power supply is required for equipment to be installed in the Roof Space;
- (j) evidence of the satisfaction of the condition in clause 1.2;
- (k) the technical characteristics of the antenna including all relevant RF frequencies, power levels, receiver sensitivity;
- (l) confirmation that the equipment at the Co-Location Space is operational on a date that is prior to the date on which the Requesting Licensee submits its Final Acceptance under clause 4.9;
- (m) confirmation that Roof Space at that Roof Site is for the purpose of connection of Local Loop, Sub Loop, Shared Line, Tail Circuit or access to Co-Location Space at a Submarine Cable Landing Station licensed or to be licensed under Schedules 3A, 3B, 4C or 8D; and
- (n) the Requesting Licensee's contact details.

3.2 Subject to clause 3.3, the Requesting Licensee shall request Roof Space of one (1) square meter only.

3.3 The Requesting Licensee may request Roof Space in excess of one (1) square metre up to a maximum of ten (10) square metres from SingTel upon providing to SingTel in writing the reasons why it requires Roof Space in excess of one (1) metre. SingTel shall not unreasonably reject a request for Roof Space in excess of one (1) metre up to a maximum of ten (10) square metres.

3.4 Within one (1) Business Day after the date of receiving the Roof Access Licence Request (**Request Date**), SingTel must notify the Requesting Licensee whether its application is accepted or rejected. The Requesting Licensee shall pay SingTel the Roof Access Licence Request fee specified in Schedule 9, regardless of whether the Roof Access Licence Request is successful. For the purposes of this Schedule 5C, the Request Date shall be determined as follows:

- (a) if the Roof Access Licence Request is received before 12:00 pm on a Business Day, the Request Date is the Business Day on which the Roof Access Licence Request is received; or
- (b) if the Roof Access Licence Request is received at or after 12:00 pm on a Business Day, the Request Date is the Business Day immediately following the Business Day on which the Roof Access Licence Request is received.

3.5 SingTel may reject a Roof Access Licence Request if:

- (a) the Requesting Licensee is not an FBO;
- (b) the Roof Access Licence Request is not in the prescribed form; or
- (c) the Roof Access Licence Request does not contain all the required information or such information is illegible; or
- (d) the Requesting Licensee has not satisfied clause 1.2.

Where SingTel rejects the Roof Access Licence Request, SingTel must provide reasons explaining the basis for rejection.

3.6 If SingTel notifies the Requesting Licensee that SingTel has accepted the Roof Access Licence Request, SingTel must complete its detailed processing and inform the Requesting Licensee within three (3) Business Days of the Request Date, whether or not it is able to provide the Roof Space taking into account the following:

- (a) whether or not the Roof Space is available as determined under clause 2; and
- (b) whether Roof Space is not available for any of the following reasons:
  - (i) the size, weight and wind load of the antenna is not suitable;

- (ii) the transmitting and receiving frequency of the system is not suitable;
- (iii) the transmission power of each piece of antenna is not suitable; or
- (iv) acceptance of the Roof Access Licence Request will give rise to significant health, safety, technical or engineering issues.

Where SingTel notifies the Requesting Licensee that Roof space is not available under clause 3.6(a) and/or clause 3.6(b), SingTel must provide reasons explaining the basis for its decision.

3.7 The Requesting Licensee acknowledges that the Roof Space allocated and the actual placement of the Roof Equipment shall be determined by SingTel following SingTel's consultation with the Requesting Licensee. SingTel:

- (a) is not obliged to place the same Requesting Licensee's Roof Equipment adjacent to each other; but
- (b) shall use its best endeavours to provide the Requesting Licensee with the Requesting Licensee's reasonable requests for orientation and placement and SingTel shall only reject such requests from the Requesting Licensee for compelling reasons, including, without limitation lack of availability.

3.8 SingTel shall process all Requests for Roof Space on a "first come first served" basis up to the maximum amount specified in clause 3.9.

3.9 Subject to clause 3.4, SingTel shall process a combined total of no more than one (1) Request for Roof Space from all Licensees per Business Day (subject to a maximum of three (3) Requests for Roof Space per week) and any subsequent requests received in that week shall overflow to the next week. SingTel shall inform the Requesting Licensee of that overflow within one (1) Business Day of the Request Date.

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

4.1 Except where SingTel has rejected a Roof Access Licence Request under clause 3.5 or where SingTel has notified the Requesting Licensee that Roof Space is not available under clause 3.6, SingTel must complete a Project Study within fifteen (15) Business Days of the Request Date. The Requesting Licensee agrees to pay the Project Study fee specified in Schedule 9, regardless of whether its Roof Access Licence Request is successful.

- 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 Roof Space; and
  - (b) a joint site survey with the Requesting Licensee.
- 4.3 The Requesting Licensee shall at its own cost engage professional engineers and/or consultants to access the Roof 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 Roof Space, including but not limited to determining whether:
- (i) the size, weight and wind load of the antenna is suitable;
  - (ii) the transmitting and receiving frequency of the system is suitable;
  - (iii) the transmission power of each piece of antenna is suitable; or
  - (iv) acceptance of the Roof Access Licence Request will give rise to any significant health, safety, technical or engineering issues.
- 4.4 The Requesting Licensee shall provide the results of the analysis performed under clause 4.3 to SingTel within fifteen (15) Business Days of the commencement of the Project Study under clause 4.1.
- 4.5 SingTel may engage its own engineers and/or consultants to verify the analysis performed under clause 4.3 where SingTel has a reasonable justification for doing so. The reasonable cost of this verification is to be borne by the Requesting Licensee.
- 4.6 Following completion of the Project Study, SingTel shall provide written notice of its final approval (**Final Approval**) or rejection of the Roof 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;
  - (b) the mounting position allocated for the antenna;

- (c) the estimated length of cable required from the Roof Space to the Co-Location Space, which the Requesting Licensee must provide at its own cost; and
  - (d) the number of Business Days expected (which shall not exceed 25 Business Days as specified in clause 5.1) and the tasks necessary to complete the Site Preparation Work.
- 4.7 SingTel must provide written notice of its Final Approval or rejection to the Requesting Licensee within the timeframe set out in clause 4.1.
- 4.8 SingTel shall be entitled to levy and receive the Project Study fee provided in Schedule 9 regardless of the outcome of the Project Study or whether the Requesting Licensee proceeds with the Roof Access Licence Request after completion of the Project Study.
- 4.9 If Final Approval is granted under clause 4.6, the Requesting Licensee shall confirm in writing to SingTel that it wishes to proceed with the Roof Access Licence Request (**Final Acceptance**) and that it agrees to pay the estimated Charges for Site Preparation Work set out in the notice under clause 4.6 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 Roof Access Licence Request will be deemed to be cancelled. The Charges for Site Preparation Work are estimates only and are subject to change. SingTel shall use its reasonable endeavours to complete the Site Preparation Work within the price estimate. SingTel shall provide the Requesting Licensee with a revised price estimate if SingTel's costs increase above SingTel's estimate set out in the notice under clause 4.6 (as may be varied from time to time under this clause 4.9) due to circumstances beyond its reasonable control. SingTel must obtain the prior approval of the Requesting Licensee to the revised price estimate and if the Requesting Licensee does not provide its approval, then SingTel may suspend construction under this clause until the Requesting Licensee agrees to the revised price estimate.

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

- 5.1 Subject to clause 4.9, SingTel shall complete the Site Preparation Work within twenty five (25) Business Days of the date on which the Requesting Licensee notifies SingTel under clause 4.9 that it wishes to proceed with the Roof Access Licence Request and agrees to pay estimated charges. If SingTel is unable to complete the Site Preparation Work within the relevant period, SingTel shall:

- (a) promptly notify the Requesting Licensee of a revised date for completion; and
  - (b) provide the Requesting Licensee with a remedy for the duration of the delay under clause 1.10.
- 5.2 The Requesting Licensee shall be responsible for providing the associated cabling, cable trays and termination blocks required for the installation of the Roof Equipment.
- 5.3 As part of the Site Preparation Work, SingTel shall install cable support from the Roof Space to the Co-Location Space for the Requesting Licensee to connect its cables from the Roof Space to the Co-Location Space.
- 5.4 Within one (1) Business Day of the completion of the Site Preparation Work, SingTel will notify the Requesting Licensee and request the Requesting Licensee to attend the Roof Site for a final site inspection.

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

6.1 Where the Requesting Licensee gives its Final Acceptance under clause 4.9, the Requesting Licensee shall provide its:

- (a) installation schedule;
- (b) installation plan;
- (c) work method statement consistent with SingTel's guidelines set out in Attachment G; and
- (d) details of how the Requesting Licensee will protect SingTel's existing installation from damage or harm,

within five (5) Business Days from the Final Acceptance. SingTel shall not unreasonably reject a work method statement provided by the Requesting Licensee.

6.2 SingTel shall review the installation schedule and plan provided under clause 6.1 and within three (3) Business Days shall either give the Requesting Licensee:

- (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.
- 6.3 The Requesting Licensee must commence installation of the Building Cabling and the Roof Equipment within thirty (30) Business Days of its Final Acceptance or as otherwise agreed to by SingTel.
- 6.4 The Requesting Licensee shall request access to the Roof Site for the installation works of the Building Cabling and the Roof Equipment in accordance with Attachment C.
- 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 within five (5) Business Days after the completion of the installation of the Building Cabling and the Roof Equipment, failing which SingTel is deemed to have confirmed 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 conform with the approved installation plan in a significant manner which disadvantages SingTel 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 conform 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 re-installation and corrective action. If the Requesting Licensee fails to take appropriate corrective action, SingTel may withdraw physical access or undertake the appropriate corrective action (including the removal of the Requesting Licensee's equipment) and recover the reasonable cost from the Requesting Licensee accordingly.
- 6.8 Before installation of the Building Cabling and the Roof Equipment, the Requesting Licensee shall be allowed to cancel any request or approval of the Roof Access Licence upon written notice to SingTel. SingTel shall charge an administration fee as detailed in Schedule 9 for processing such cancellation as well as the reasonable costs that SingTel incurred up to the point of cancellation.

- 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.
- 6.10 If the Requesting Licensee detects a defect or problem in the roof it shall notify SingTel as soon as possible.
- 6.11 The Requesting Licensee must, at its own cost:
- (a) ensure that the Roof Site is left in a tidy and safe condition at all times, including after conducting maintenance or any other operation;
  - (b) ensure that flammable, toxic material, building material, or rubbish is not left on or around the Roof Site following any maintenance or other operation it conducts on or around the Roof Site;
  - (c) ensure that the Roof Site surface, covering, slate is not damaged before or after commencement of works on the Roof Site;
  - (d) ensure that the position of antennae mounting and cable tray route does not obstruct the future re-roofing of the Roof Site;
  - (e) correct any defect or problem with its own equipment which jeopardises SingTel's equipment;
  - (f) immediately notify SingTel of any damage to SingTel's equipment or roof consequent upon its act or omission;
  - (g) maintain and repair its own equipment; and
  - (h) take such other action as a reasonably prudent Requesting Licensee would.
- 6.12 The Requesting Licensee must not perform any hacking or drilling on SingTel's roof, parapet, any fixture or structures on the roof.

## **7. STANDARD TERMS AND CONDITIONS**

- 7.1 Each Requesting Licensee shall be responsible for the construction and maintenance of its equipment. SingTel shall be responsible for maintaining and administering the Roof Site and Roof Space under this Schedule.

- 7.2 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 roof.
- 7.3 The Requesting Licensee shall engage a qualified architect and a professional engineer to make the necessary submission to competent authorities and provide a professional engineer's certification for the installation of the Roof Equipment and the Building Cabling at its own costs. The Requesting Licensee must forward to SingTel a copy of the submission and the correspondences or approval granted.
- 7.4 Each Party shall ensure that the Roof Equipment or any other equipment installed does not interfere with any of the existing systems (including the other Party's equipment, plant, Facilities, Networks and the equipment of other occupying Licensees). In the event of such interference, both Parties will act promptly and 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 Roof Equipment or other equipment immediately at its own cost.
- 7.5 The Requesting Licensee shall provide proper identification markings on each and every piece of Roof Equipment and cable installed.

## **8. ACCESS AND APPROVALS REQUIRED**

- 8.1 The Requesting Licensee must use its reasonable endeavours to assist SingTel in providing the licence to use the Roof Space including, but not limited to:
- (a) at the Requesting Licensee's cost, co-operating with SingTel so that SingTel is able to license the Roof Space efficiently; and
  - (b) obtaining and maintaining any authorisation, permission, licence, waiver, registration or consent from any person necessary for licensing the Roof Space.
- 8.2 The access to the Roof 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 authorities or Government Agencies at its own cost.
- 8.3 The antennae mounting is to comply with the height control limit from the relevant authorities or Government Agencies. The Requesting Licensee shall

comply with all the terms and conditions imposed by the relevant authorities or Government Agencies at its own cost.

- 8.4 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 licences required by any Governmental Agency.

## **9. REQUESTING LICENSEE'S RIGHTS**

- 9.1 The Requesting Licensee has a personal right of occupation on the terms and conditions of the access granted to the Roof Space and has no right, title, proprietary interest or interest in the relevant Roof Site or the Roof Space to which the licence has been granted. This access shall not create a tenancy and shall not give the Requesting Licensee exclusive right to the occupation of the Roof Space. The legal right to possession and control over the Roof Space is vested in SingTel throughout the term of the access.

## **10. PROTECTION AND SAFETY**

- 10.1 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 Roof Site and shall, so far as reasonable practicable, take all necessary steps to ensure that its use of the Roof 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;
- (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 Roof Site.

- 10.2 The Requesting Licensee shall report immediately any incident, injury or harm, fatal or otherwise that occurs at the Roof Site to SingTel and the relevant authority. For fatal or serious accidents, the accident site shall be left undisturbed to facilitate the relevant Governmental Agencies investigation of the circumstances leading to the accident. The Requesting Licensee shall report

immediately to the Ministry of Manpower, the police and the insurance company of any fatal accident having occurred at 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 Roof Site and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof.

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

## **11. TERM OF LICENCE**

- 11.1 The Roof Access Licence shall commence on the date the Requesting Licensee provides notice of its Final Acceptance under clause 4.9 and shall continue for the term of the RIO Agreement until the earlier of any of the events specified in clause 11.2.

- 11.2 The Roof Access Licence under clause 11.1 shall be terminated:

- (a) if either party terminates the Roof Access Licence in accordance with clause 13 of this Schedule;
- (b) if the SingTel RIO is revoked by the Authority under clause 13.7 of the RIO Agreement;
- (c) if the Authority removes the requirement for SingTel to supply Roof Access under the SingTel RIO or exempts SingTel from providing Roof Access under clause 13.8 of the RIO Agreement; or
- (d) subject to clause 11.3, the Requesting Licensee terminates the Roof Access Licence by giving SingTel not less than one (1) months prior written notice

- 11.3 The Requesting Licensee may terminate the Roof Access Licence on less than one (1) months prior written notice provided that the Requesting Licensee shall be liable to SingTel for the recurring fees under the Roof Access Licence for the period between the date of termination and the date that is one month after the notice of termination.

## 12. SUSPENSION

- 12.1 Subject to clause 12.2 of the RIO Agreement, SingTel may suspend the Requesting Licensee's Roof Access Licence until further notice if the Requesting Licensee's equipment causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of SingTel or any other person), including but not limited to causing damage, interfering with or causing deterioration in the operation of the SingTel Network.
- 12.2 SingTel may carry out repairs or upgrades to any Roof Space by giving fourteen (14) Calendar Days notice to the Requesting Licensee (such repair or upgrades to be assessed and performed on the same criteria as SingTel provides to itself, its affiliates and Customers). During the period of repair or upgrading works, if necessary to facilitate the repairs or upgrades, the Requesting Licensee shall relocate and re-install its Roof Equipment at its own expense.
- 12.3 Without limiting the exclusions or limitations of liability in this RIO Agreement, SingTel shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of the Roof Access Licence under this clause.

## 13. TERMINATION OF LICENCE

- 13.1 SingTel may terminate the Roof 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 Roof 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 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 periods. SingTel must respond to the Requesting Licensee's request under this clause within two (2) Business Days from the date of receipt of such request.
- 13.2 Subject to clause 13.2 of the RIO Agreement, either Party (**Terminating Party**) may terminate a Roof Access Licence if the other Party is in breach of this Schedule and such breach remains unremedied for a period of five:

- (a) seven (7) Calendar Days after receiving notice from the Terminating Party to do so, if the breach is a service affecting breach; and
- (b) fourteen (14) Calendar Days after receiving notice from the Terminating Party to do so, if the breach is a non-service affecting breach (including but not limited to failure to pay any sum for which the Requesting Licensee has been invoiced).

13.3 Subject to clause 13.2 of the RIO Agreement, SingTel may immediately terminate the Roof Access Licence if:

- (a) the Requesting Licensee is no longer an FBO;
- (b) in SingTel's reasonable opinion, the Requesting Licensee is using the Roof Space in contravention of an applicable law, licence, code, regulation or direction and SingTel has the necessary confirmation from the relevant Governmental Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;
- (c) the Roof Equipment is used for a purpose other than for the purpose contemplated under clause 1.1;
- (d) the Requesting Licensee locates equipment other than Roof Equipment on the Roof Space;
- (e) the Roof Space has become unsafe for their purpose;
- (f) SingTel's right to own, maintain or operate the Roof Site is revoked or terminates or expires;
- (g) the Requesting Licensee's use of the Roof 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 causing damage, interfering with or causing deterioration in the operation of SingTel's Network; or
- (h) the Requesting Licensee's right to use Co-Location Space under Schedule 8B or Schedule 8D (as the case may be) has been terminated.

13.4 Subject to clause 13.2 of the RIO Agreement, SingTel may terminate the Roof Access Licence on ten (10) Business Days prior written notice if the Requesting

Licensee removes or abandons its Roof Equipment and the Requesting Licensee did not dispute such written notice by SingTel.

**CLAUSE 13.5 - DIRECTED AMENDMENTS**

13.5 If at any time during the term, the Roof Access Licence is to be terminated because of the closure of that Roof Site, SingTel must give the Requesting Licensee ~~at least six (6) months prior~~ written notice ~~\_before such event and if SingTel is unable to give such notice for circumstances beyond SingTel's reasonable control, SingTel must notify the Requesting Licensee as soon as reasonably practicable upon becoming aware of the closure of the Roof within three (3) Business Days~~ Site as soon as reasonably practicable upon receipt of the Authority's approval to amend this Schedule to effect the closure of the Roof Site. In the event of a closure of a Co-Location Site, SingTel must take reasonable measures to minimise disruptions to the Requesting Licensee in the provision of its services to End Users. The Requesting Licensee shall bear its own cost associated with the closure of a Roof 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. If 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 access the Roof Site which is being terminated, SingTel shall use its reasonable endeavours to assist the Requesting Licensee in finding suitable alternatives to the Roof Site that is the subject of termination provided that nothing in this clause shall restrict SingTel's right to terminate under this clause 13 and that the ultimate responsibility to find an alternative lies with the Requesting Licensee.

*IDA's 7 June 2007 Direction required SingTel to amend Clause 13.5 to provide that prior to closure of any co-location site, SingTel must give the RL written notice of such length as approved by IDA. This written notice has to be given as soon as IDA approves SingTel's proposed amendments to its RIO to give effect to the closure of such site(s). In this respect, IDA considers that it is reasonable for SingTel to provide such written notice within three (3) Business Days upon receiving IDA's approval.*

13.6 Upon expiry or termination of the Roof Access Licence:

(a) the Requesting Licensee must discontinue the use of its Roof Equipment and remove its Roof Equipment and Building Cabling from the Roof Site immediately; and

(b) SingTel shall reinstate the Roof Space and recover and reinstate all cables, supports and opening and recover the reasonable cost of such reinstatement from the Requesting Licensee, other than in circumstances where the Requesting Licensee's discontinuation of the use of the Roof Equipment and Building Cabling is a direct result of SingTel's decommissioning of the Roof Site under this Schedule 5C.

13.7 If the Requesting Licensee fails to discontinue the use of its Roof Equipment and remove its Roof Equipment and Building Cabling under clause 13.6, SingTel shall remove the Requesting Licensee's Roof Equipment and Building Cabling and reinstate the Roof 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 Roof Equipment and Building Cabling. In such event, the Requesting Licensee shall have no claim whatsoever against SingTel related to or in connection with the work undertaken by SingTel.

13.8 Upon termination of the Roof Access Licence, any physical access granted to the Roof Site shall also be terminated.

#### **14. SUB-LICENSING**

14.1 The Requesting Licensee must not assign the Roof Access Licence in respect of or sub-let the Roof Space at the Roof Site.

#### **15. ADDITIONAL SPACE AND EQUIPMENT**

15.1 If the Requesting Licensee wishes to replace, modify or rearrange existing Roof Equipment in the Roof Space or to install additional Roof Equipment in the Roof Space (**Modified Roof Equipment**), the Requesting Licensee must submit a request in respect of that Modified Roof Equipment. The Requesting Licensee shall be liable for the costs incurred by SingTel in processing a request for Modified Roof Equipment under this clause 15.1. The request must contain the following information:

- (a) purpose of replacement, modification or rearrangement;
- (b) date, time and duration of replacement, modification or rearrangement;
- (c) detailed description of works and process to be carried out in the Roof Space;
- (d) the Roof Equipment to be installed, replaced, modified or rearranged;

- (e) any assistance required from SingTel (subject to approval and charges);
- (f) a description of the precautions on how the Requesting Licensee would ensure that the replacement, modification, rearrangement or addition would not affect any SingTel plant or equipment; and
- (g) any other information which the Requesting Licensee believes would be useful to SingTel in assessing the Requesting Licensee's request.

15.2 Within five (5) Business Days of the receipt of the request for Modified Roof Equipment, SingTel must notify the Requesting Licensee whether its request for Modified Roof Equipment is accepted or rejected. If SingTel does not meet the timeframe under this clause 15.2, it shall provide the Requesting Licensee with a remedy for the duration of the delay under clause 1.11(a). SingTel may reject the request for Modified Roof Equipment if SingTel reasonably believes that the replacement modification and rearrangement under the request for Roof Equipment may affect the operation of SingTel's or any Third Party's equipment or plant, or require SingTel to perform any work or provide any additional services such as power or Co-Location Space.

15.3 If SingTel rejects the Requesting Licensee's request for Modified Roof Equipment under clause 15.2, the Requesting Licensee may submit a separate Roof Access Licence Request in respect of the Requesting Licensee's Modified Roof Equipment, which shall be processed by SingTel pursuant to this Schedule 5C.

15.4 Requests for additional Roof Space at Roof Sites shall be treated as a separate Roof Access Licence Request and the process of ordering and provisioning in this Schedule 5C shall apply.

**ANNEX 5C.1: LIST OF POSSIBLE ROOF SITE**

<b>Serial Number</b>	<b>Description of Roof Site</b>
1	Ang Mo Kio Telephone Exchange
2	Ayer Rajah Telephone Exchange
3	Bedok Telephone Exchange
4	Bukit Panjang Telephone Exchange
5	Changi Telephone Exchange
6	Central Telephone Exchange
7	East Telephone Exchange
8	Geylang Telephone Exchange
9	Hougang Telephone Exchange
10	Jurong East Telephone Exchange
11	Jurong Telephone Exchange
12	Jurong West Telephone Exchange
13	Katong Telephone Exchange
14	North Telephone Exchange
15	Paya Lebar Telephone Exchange
16	Pasir Ris Telephone Exchange
17	Queenstown Telephone Exchange
18	Telok Blangah Telephone Exchange
19	Tampines Telephone Exchange
20	Tuas Telephone Exchange
21	City Telephone Exchange
22	Orchard Telephone Exchange
23	Changi Submarine Cable Landing Station
24	Katong Cable Landing Station
25	Tuas Submarine Cable Landing Station

**ANNEX 5C.2: REQUEST FOR ROOF ACCESS LICENCE**

**REQUEST FOR ROOF ACCESS LICENCE**

**The Requesting Licensee**

Date of Application : \_\_\_\_\_ Application Reference Number : \_\_\_\_\_

**ROOF REQUIREMENTS**

Address of Roof Site : \_\_\_\_\_

Number of Antennas : \_\_\_\_\_

Model and Specifications of Antennas : \_\_\_\_\_  
(eg. Size, weight and wind load)

Transmitting and Receiving Frequency : \_\_\_\_\_

Transmission Power of each Antenna : \_\_\_\_\_

Number of Mounting Positions & height : \_\_\_\_\_

Cable / Waveguide Specifications : \_\_\_\_\_

Any other specific requirements : \_\_\_\_\_

**On Behalf of the Requesting Licensee**

Sign : \_\_\_\_\_ Name of Requesting Licensee: \_\_\_\_\_

Name : \_\_\_\_\_ [Company Name]

Designation : \_\_\_\_\_

Department : \_\_\_\_\_

Contact Number : \_\_\_\_\_ Company Stamp : \_\_\_\_\_

Fax Number : \_\_\_\_\_

**SingTel's Reply to the Requesting Licensee**

Application returned – incomplete / illegible

Not Approved Reason for Rejection : \_\_\_\_\_

Approved SingTel Approval Code : \_\_\_\_\_

**On Behalf of SingTel**

Sign : \_\_\_\_\_ Contact Number: \_\_\_\_\_

Name : \_\_\_\_\_ Fax Number : \_\_\_\_\_

Date : \_\_\_\_\_

**Processing Status**

Received Date : \_\_\_\_\_ Queue Status : \_\_\_\_\_ Processed Date : \_\_\_\_\_

**ANNEX 5C.3**

**SERVICE LEVEL GUARANTEES**

**1. REBATES FOR ROOF ACCESS LICENCE REQUEST TIMEFRAMES**

<b>Missed notification timeframe as to whether Request for Roof Access Licence is accepted or rejected (clause 3.4) by:</b>	<b>Rebate</b>
1-30 Calendar Days	Number of days of delay x weekly recurring Charge
More than 30 Calendar Days	30 x weekly recurring Charge

<b>Missed notification timeframe as to response to Roof Access Licence Request following detailed processing (clause 3.6) by:</b>	<b>Rebate</b>
1-30 Calendar Days	Number of days of delay x weekly recurring Charge
More than 30 Calendar Days	30 x weekly recurring Charge

**2. REBATES FOR PROJECT STUDY TIMEFRAMES**

<b>Missed timeframe for completion of Project Study (clause 4.1) by:</b>	<b>Rebate</b>
1-30 Calendar Days	Number of days of delay x weekly recurring Charge
More than 30 Calendar Days	30 x weekly recurring Charge

**3. REBATES FOR SITE PREPARATION WORK**

<b>Missed timeframe for completion of Site Preparation Work (clause 5.1) by:</b>	<b>Rebate</b>
1-30 Calendar Days	Number of days of delay x weekly recurring Charge
More than 30 Calendar Days	30 x weekly recurring Charge

**4. REBATES FOR MODIFIED ROOF EQUIPMENT**

<b>Missed timeframe for processing of request for Modified Roof Equipment (clause 15.2) by:</b>	<b>Rebate</b>
1-30 Calendar Days	Number of days of delay x weekly recurring Charge
More than 30 Calendar Days	30 x weekly recurring Charge

**5. CLAIM PROCEDURES**

- (a) The aggregate of the claims made by the Requesting Licensee for the Service under this Schedule shall in no event exceed the total of the monthly recurring Charges payable for the relevant Service.
- (b) A claim by the Requesting Licensee shall be made in writing within fourteen (14) Calendar Days of the completion of the relevant Calendar Month on which the Service Level Guarantees are measured. The amount in respect of any claim shall be paid to the Requesting Licensee in the form of a rebate. The Requesting Licensee acknowledges that a failure to make a claim within the specified timeframes under this paragraph means that the Requesting Licensee waives any entitlement to the Service Level Guarantee payment in respect of that claim.
- (c) If the Requesting Licensee is entitled to a rebate pursuant to the claim made hereunder, then the amount of the rebate will be credited into the Requesting Licensee's account after it has been processed by SingTel and will be reflected in SingTel's bill to the Requesting Licensee in accordance with SingTel's billing cycle.
- (d) The guarantee and rebates provided by SingTel under this Annex 5C.3 are:
  - (i) of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and
  - (ii) subject to this Schedule.
- (e) Despite anything to the contrary in this section, if the Requesting Licensee qualifies for any claim under this Annex 5C.3, SingTel shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Requesting Licensee qualifies for a claim or as to the quantum of the claim

payable to the Requesting Licensee, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 11 of the RIO, or in the case of a Billing Dispute, in accordance with Schedule 10 of the RIO.