

APPENDIX 9

DIRECTED AMENDMENTS TO SCHEDULE 8B

SCHEDULE 8B

ACCESS TO MANDATED SERVICES

SCHEDULE 8B

ACCESS TO MANDATED SERVICES

CONTENTS

| | |
|---|----|
| 1. GENERAL | 1 |
| 2. AVAILABILITY AT A SINGTEL'S EXCHANGE BUILDING | 4 |
| 3. ORDERING AND PROVISIONING PROCEDURE | 4 |
| 4. PROJECT STUDY | 6 |
| 5. SITE PREPARATION WORK | 7 |
| 6. INSTALLATION AND MAINTENANCE OF OTHER FBO LICENSEE'S FIBRE CABLE | 8 |
| 7. TERM OF LICENCE | 11 |
| 8. SUSPENSION OF LICENCE | 11 |
| 9. TERMINATION OF LICENCE | 12 |
| 10. SUB-LICENSING | 14 |
| 11. MODIFICATION AND ADDITION OF OTHER FBO LICENSEE'S FIBRE CABLE | 14 |

ANNEX 8B.1 – LIST OF MANDATED LICENSEES

ANNEX 8B.2 – LIST OF MANDATED SERVICES

DIRECTED AMENDMENT

ANNEX 8B.3 – SINGTEL EXCHANGE BUILDING WITHIN WHICH MANDATED LICENCSEES PROVIDE MANDATED SERVICES

IDA noted that there is a typographical error in the list of Contents in this Schedule 8B as "Licencees" should be "Licensees" instead, and accordingly directs SingTel to amend the Contents in the manner specified above.

ANNEX 8B.4 – SERVICE LEVEL GUARANTEES

SCHEDULE 8B

ACCESS TO MANDATED SERVICES

1. GENERAL

CLAUSE 1.1 – DIRECTED AMENDMENTS

1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Mandated Licensee with access to SingTel's Exchange Building lead-in facilities and in-building facilities such as cable tray, cable ladder, riser and cable bearer within SingTel's Exchange Building for the sole purpose of enabling the Mandated Licensees whose Mandated Services can only be accessed at SingTel's Exchange Buildings to provide other FBO Licensees with access to the Mandated Licensee's location within SingTel's Exchange Building for the purpose of obtaining the Mandated Services. SingTel will provide the Mandated Licensee, at the Mandated Licensee's request, either:

Presently, clause 1.1 does not specify which Party decides on the type of access provided. In the interests of clarity, clause 1.1 should specify that it is up to the Mandated Licensee to elect which type of access it requires (as described in paragraphs (a) and (b) below). Accordingly, IDA directs SingTel to amend clause 1.1 of this Schedule 8B in the manner specified above.

- (a) access from the Lead-in Manhole of SingTel's Exchange Building to the Mandated Licensee's location within SingTel's Exchange Building for the installation of the other FBO Licensee's fibre cables; or
- (b) access from a location nominated by the other FBO Licensee that is within SingTel's Exchange Building to which the other FBO Licensee has already acquired access (**Requested Location**) to the Mandated Licensee's location within the same Exchange Building for the installation of the other FBO Licensee's fibre cables.

1.2 This Schedule 8B only applies to:

CLAUSE 1.2(a) – DIRECTED AMENDMENTS

- (a) Mandated Licensees, as set out in Annex 8B.1, who provide Mandated Services, as set out in Annex ~~8~~B.2; and

There is a typographical error in the reference to Annex 8b.2 in this clause 1.2(a) of Schedule 8B, as it should be “Annex 8B.2” instead. Accordingly, IDA directs SingTel to amend clause 1.2(a) of this Schedule 8B in the manner specified above.

- (b) who require access at SingTel’s Exchange Building, as set out in Annex 8B.3 for the purpose specified in clause 1.1, as may be varied by SingTel from time to time with the approval of the Authority.

CLAUSES 1.3 TO 1.6 – APPROVED

1.3 Except as provided in this Schedule, the Mandated Licensee shall, at its own cost, provide all installation materials and manpower needed for the installation of the other FBO Licensee’s fibre cables. Where certain work is to be carried out by SingTel under this Schedule, and the Charge is not defined under Schedule 9, the Mandated Licensee must pay all the reasonable costs incurred by SingTel, subject to the following conditions:

- (a) the costs incurred by SingTel will relate to the work that SingTel needs to perform in order to provide the access;
- (b) before incurring the costs, SingTel will provide the Mandated Licensee with prior reasonable notice that the Mandated 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 Mandated 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 Mandated 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 SingTel notifies the quote to the Mandated Licensee;
- (c) if the Mandated Licensee wishes to proceed with seeking access to SingTel’s Exchange Building, then the Mandated Licensee must provide SingTel with its

approval of the quotation in clause 1.3(b)(ii) within five (5) Business Days. If the Mandated Licensee does not notify SingTel within that time period, or notifies SingTel that it does not approve of the quotation within that time period, then SingTel may suspend SingTel's work under this clause 1.3 until the Mandated 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 SingTel shall not be responsible for any damage to the other FBO Licensee's fibre cables caused by fire, water leakage, air-conditioning/mechanical ventilation failure, power fluctuation/interruption, or anything beyond SingTel's control in SingTel's Exchange Buildings other than to the extent that it is the result of a grossly negligent, wilful or reckless breach of this RIO Agreement by SingTel.

1.5 The Mandated Licensee indemnifies SingTel against any damage however caused by the other FBO Licensee (including damage caused by the other FBO Licensee's fibre cables or any other equipment).

1.6 The timeframes in this Schedule relating to provisioning work to be undertaken by SingTel under clauses 3.2 and 3.5 (**Co-Location Requests**), 4.1 (**Project Studies**), 5.1 (**Site Preparation Work**) and 11.2 (**Modified Co-Location 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 1.7 shall not apply, provided that SingTel must notify the Mandated 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.

1.7 SingTel will provide the Service Level Guarantees in respect of the Schedule as set out in Annex 8B.4. If SingTel fails to meet any Service Level Guarantees applicable to this Schedule and the failure to meet Service Level Guarantees is solely caused by SingTel, SingTel will provide a remedy to the Mandated Licensee in accordance with:

(a) section 1 of Annex 8B.4 and any terms and conditions contained therein in respect of timeframes for processing the request for access at SingTel's Exchange Building;

(b) section 2 of Annex 8B.4 and any terms and conditions contained therein in respect of Project Study timeframes;

- (c) section 3 of Annex 8B.4 and any terms and conditions contained therein in respect of timeframes for Site Preparation Work;
- (d) section 4 of Annex 8B.4 and any terms and conditions contained therein in respect of timeframes for Modified Access; and

CLAUSE 1.7(e) – DIRECTED AMENDMENTS

- (e) section 5 of Annex 8B.4 in respect of claims made under ~~this~~ Annex 8B.4.

For better clarity, IDA directs SingTel to amend clause 1.7(e) in the manner specified above, to make clear that the reference to “this Annex” is to Annex 8B.4 in this Schedule 8B.

- 1.8 The Mandated Licensee acknowledges that the relevant remedy provided under clause 1.7 is a genuine pre-estimate of the Mandated Licensee’s loss and will be the sole and exclusive remedy available to the Mandated Licensee for such failure to meet the relevant Service Level Guarantees and shall be SingTel’s sole and exclusive liability to the Mandated Licensee for such failure.

CLAUSE 2 – APPROVED

2. AVAILABILITY AT A SINGTEL’S EXCHANGE BUILDING

- 2.1 For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of access at SingTel’s Exchange Building:
- (a) security and confidentiality requirements or restrictions imposed on SingTel by Governmental Agencies; and
 - (b) whether SingTel has plans or otherwise proposes to decommission the Exchange Building within six (6) months of the date of the request to access SingTel’s Exchange Building.

CLAUSE 3 – APPROVED

3. ORDERING AND PROVISIONING PROCEDURE

- 3.1 The Mandated Licensee shall submit its request for access at SingTel’s Exchange Building listed in Annex 8B.3 using a Co-Location Request Form in the form of Attachment G containing but not limited to the following information:

- (a) the number and type of optical fibre cables to be installed, and the diameter of the fibre cables (if applicable);
- (b) the Mandated Licensee's location within SingTel's Exchange Building;
- (c) if the Mandated Licensee is requesting the Requested Location under clause 1.1(b), the specific location of the Requested Location within SingTel's Exchange Building (at which the other FBO Licensee has already acquired access); and
- (d) the Mandated Licensee's contact details.

3.2 Within one (1) Business Day of the date of receiving the Co-Location Request Form (**Request Date**), SingTel must notify the Mandated Licensee whether its application is accepted or rejected via any of the contact details that the Mandated Licensee has provided in the Co-Location Request Form. SingTel shall recover the Co-Location Request fee for the reasonable cost of processing the Co-Location Request Form as provided in Schedule 9, irrespective of the outcome of the Co-Location Request. For the purposes of this Schedule 8B, the Request Date shall be determined as follows:

- (a) if the Co-Location Request is received before 12:00 noon on a Business Day, the Request Date is the Business Day the Co-Location Request Form is received; or
- (b) if the Co-Location Request Form is received at or after 12:00 noon on a Business Day, the Request Date is the next Business Day after the Business Day on which the Co-Location Request Form is received.

3.3 SingTel may reject a Co-Location Request if:

- (a) the Co-Location Request Form is not in the prescribed form; or
- (b) the Co-Location Request Form does not contain the required information.

3.4 Where SingTel rejects the Co-Location Request, SingTel must provide reasons explaining the basis for its rejection.

3.5 If SingTel notifies the Mandated Licensee that SingTel has accepted the Co-Location Request, SingTel must complete its detailed processing and inform the Mandated Licensee within three (3) Business Days of the Request Date, whether or not it is able to provide the requested access taking into account whether the

provision of access to SingTel's Exchange building will give rise to significant health, safety, technical or engineering issues.

- 3.6 The Mandated Licensee acknowledges that the access allocated and the actual placement of the other FBO Licensee's fibre cable shall be determined by SingTel.
- 3.7 SingTel shall process all requests on a 'first come, first served' basis up to the maximum amount specified in clause 3.8.
- 3.8 SingTel shall process a combined total of no more than three (3) Co-Location Requests under Schedules 8A, 8B and 8D per week and any additional requests shall overflow to the next week. SingTel shall inform the Mandated Licensee of that overflow within one (1) Business Day of the Request Date.

CLAUSE 4 – APPROVED

4. PROJECT STUDY

- 4.1 Except where SingTel has rejected a request under clause 3.3 or 3.5, SingTel must complete a Project Study within fifteen (15) Business Days of the Request Date to determine and assess the other FBO Licensee's fibre cable routing and Site Preparation Works required. The Mandated Licensee must pay SingTel the Project Study fee specified in Schedule 9.
- 4.2 Following completion of the Project Study within the timeframe under clause 4.1, SingTel shall provide the Mandated Licensee with the following information ascertained as a result of the Project Study:
 - (a) the estimated Charges for the Site Preparation Work (including a breakdown of the major components of Charges) and an outline of the major elements of the Site Preparation Work to be undertaken by SingTel;
 - (b) where necessary, the location of the designated Lead-in Manhole and the direction of the Connection Duct;
 - (c) the estimated length of other FBO Licensee's fibre cable required;
 - (d) the number of Business Days (which shall not exceed 25 Business Days as specified in clause 5.3) reasonably expected to complete the Site Preparation Work; and

- 4.3 SingTel shall be entitled to levy and receive the Project Study Fee provided in Schedule 9 irrespective of whether the Mandated Licensee proceeds with the request after completion of the Project Study.

CLAUSE 5 – APPROVED

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 4.2, the Mandated Licensee shall confirm in writing that it wishes to proceed with the request and it agrees to pay the estimated Charges for Site Preparation Work. SingTel shall use its reasonable endeavours to complete the Site Preparation Work within the estimated charges. If SingTel's costs increase above SingTel's estimate set out in the notice under clause 4.2(a) (as may be varied from time to time under this clause 5.1), SingTel must as soon as possible provide the Mandated Licensee with a revised price estimate. SingTel must obtain the prior approval of the Mandated Licensee to the revised price estimate and if the Mandated Licensee does not provide its approval within any time period that may be specified by SingTel, then SingTel may suspend the Site Preparation Work until the Mandated Licensee agrees to the revised price estimate. SingTel shall complete the Site Preparation Work within the period advised under clause 5.3. If SingTel is unable to complete the Site Preparation Work within the advised period, SingTel shall promptly notify the Mandated Licensee of a revised date for completion (which, in all the circumstances, shall be within a reasonable period of time). SingTel shall provide the Mandated Licensee with a remedy for the duration of the delay in accordance with clause 1.7.
- 5.2 Except where the Mandated Licensee requests access at SingTel's Exchange Building for the purpose specified in clause 1.1(b), as part of the Site Preparation Work, SingTel shall:
- (a) construct two (2) 110mm Connection Ducts of one (1) metre from the designated Lead-in Manhole in the direction indicated in clause 4.2(b) for the Mandated Licensee to connect its ducts; and
 - (b) construct the duct seal for the Connection Ducts constructed in SingTel's Lead-in Manhole.

5.3 SingTel shall complete any Site Preparation Work within a period of twenty five (25) Business Days of the date on which the Mandated Licensee notifies SingTel under clause 5.1 that it wishes to proceed with request and agrees to pay estimated charges. Subject to delays that may result from suspension of Site Preparation Work under clause 5.1, if SingTel is not able to complete the Site Preparation Work within the timeframe under this clause 5.3, SingTel shall inform the Mandated Licensee of when the Site Preparation Work will be completed. The Mandated Licensee may seek a remedy for any delay in completing the Site Preparation Work in accordance with clause 1.7.

5.4 Within one (1) Business Day after the completion of the Site Preparation Work, SingTel will notify the Mandated Licensee and request the Mandated Licensee to attend a final site inspection of the allocated cable route.

6. INSTALLATION AND MAINTENANCE OF OTHER FBO LICENSEE'S FIBRE CABLE

6.1 The Parties agree to comply with the following procedures in connection with the installation and maintenance of other FBO Licensee's fibre cable:

- (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 – DIRECTED AMENDMENTS

6.2 Subject to clauses 6.5 and 6.6, SingTel shall install and terminate the other FBO Licensee's fibre cable at the Mandated Licensee's cost and expense.‡

~~(a) at the Mandated Licensee's cost and expense; and~~

~~(b) in any manner which SingTel considers reasonably appropriate in accordance with good engineering practice.~~

For better clarity, IDA directs SingTel to amend clause 6.2 in the manner specified above.

6.3 The Mandated Licensee shall pay SingTel in accordance with Schedule 9:

- (a) where applicable, the recurring Charges for the use of SingTel's lead-in facilities;
 - (b) the one-time Charges for the installation of in-building facilities such as cable trays and cable ladders, and removal and reinstatement of fire proofing materials; and
 - (c) where applicable, the one-time Charges for the installation of the other FBO Licensee's fibre cables.
- 6.4 SingTel shall determine the one-time Charges on a case-by-case basis in accordance with the principles set out in Appendix 1 of the Code.
- 6.5 The Mandated Licensee is not required to utilise SingTel to install fibre cables under this Schedule, and may engage an alternative installation provider for the purpose of installing the fibre cables, in which case the Mandated Licensee must request for physical access to SingTel's Exchange Building under this Schedule.
- 6.6 The Mandated Licensee must obtain prior written approval from SingTel in respect of the alternative installation provider that the Mandated Licensee wishes to engage to install the fibre cables, which consent will not be unreasonably withheld.
- 6.7 The Mandated Licensee is responsible for the operation and maintenance of any fibre cables installed pursuant to this Schedule. For the avoidance of doubt, nothing in this Schedule is intended to affect the other FBO Licensee's obligations to operate and maintain the other FBO Licensee's Co-Location Equipment located within SingTel's Exchange Building in accordance with the applicable terms of the relevant agreement between the other FBO Licensee and SingTel.
- 6.8 The Mandated Licensee must use, and procure that the other FBO Licensee use, the other FBO Licensee's fibre cables installed pursuant to this Schedule only for the purpose specified in clause 1.1.

CLAUSE 6.9 – DIRECTED AMENDMENTS

- 6.9 Where any diversion or maintenance of existing cable trays or ladders used for the purpose under this Schedule requires the installation of new in-building facilities such as cable trays or ladders, including removal and reinstatement of fire proofing materials within SingTel's Exchange Building, the affected Requesting

Licenseses will bear the costs associated with such installation, proportionately based on each Requesting Licensee's usage, subject to the following conditions:

- (a) the costs incurred by SingTel will relate to the work that SingTel needs to perform in order to continue the licence for access;
- (b) before incurring the costs, and subject to clause 6.10, SingTel will provide the Mandated Licensee with one (1) month prior notice and such notice shall clearly and with sufficient detail set out the reasonable costs which SingTel seeks to recover from the Mandated Licensee in respect of the costs incurred by SingTel (including a breakdown of the individual cost components, the justification for incurring each cost component); and the following:
 - ~~(i) the reasonable costs which SingTel seeks to recover from the Mandated Licensee in respect of the costs incurred by SingTel (including a breakdown of the individual cost components, the justification for incurring each cost component); and~~
 - ~~(ii) based on the information set out in paragraph (i), a binding quote to the Mandated 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 Mandated Licensee by SingTel, and~~
- (c) the Mandated Licensee shall within five (5) Business Days confirm in writing that it agrees to pay the costs set out by SingTel in clause 6.9(b), and such agreement is not to be unreasonably withheld~~shall not unreasonably withhold its agreement.~~

As presently drafted, clause 6.9 does not expressly state that the Mandated Licensee is obliged to notify SingTel of its agreement to pay reasonable costs incurred within five (5) Business Days. IDA is of the view that, in the interests of clarity, this should be made explicit. Accordingly, IDA directs SingTel to amend clause 6.9 in the manner specified above.

6.10 If SingTel reasonably considers that diversion or maintenance of existing cable trays or ladders is required to avoid or mitigate, any loss, damage or threat to the Network, or personal injury, SingTel will immediately, and without prior notice to the Mandated Licensee, perform the diversion or maintenance of existing cable trays or ladders. The affected Requesting Licensees will bear the costs associated

with such diversion or maintenance, proportionately based on each Requesting Licensee's usage.

CLAUSE 7 – APPROVED

7. TERM OF LICENCE

7.1 The term of the licence for access to SingTel's Exchange Building granted under this Schedule shall commence on the date of completion of the Site Preparation Work (**Commencement Date**) and continues for the term of the RIO Agreement until the earlier of any of the following events:

- (a) either party terminates access in accordance with clause 9 of this Schedule;
- (b) the SingTel RIO is revoked by the Authority under clause 13.7 of the RIO Agreement;
- (c) the Authority removes the requirement for SingTel to provide access to SingTel's Exchange Building to Mandated Licensee under the SingTel RIO or exempts SingTel from providing access to SingTel's Exchange Building to the Mandated Licensee under clause 13.8 of the RIO Agreement; or
- (d) subject to clause 7.2, the Mandated Licensee terminates the licence for access to SingTel's Exchange Building by giving no less than one (1) month prior notice

7.2 The Mandated Licensee may terminate the licence for access to SingTel's Exchange Building on less than one (1) month prior written notice, provided that the Mandated Licensee shall be liable to SingTel for the recurring fees for the period between the date of termination and the date that is one (1) month after the notice of termination.

CLAUSE 8 – APPROVED

8. SUSPENSION OF LICENCE

8.1 Subject to clause 12.2 of the RIO Agreement SingTel may suspend the licence for access to SingTel's Exchange Building at any time until further notice to the Mandated Licensee if the access 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 SingTel's Network.

- 8.2 Without limiting the exclusions or limitations of liability in this RIO Agreement, SingTel shall not be liable to the Mandated Licensee for any Loss resulting from, or in connection with, suspension of access under this clause 8.

9. TERMINATION OF LICENCE

9.1 Subject to clause 13.2 of the RIO Agreement, either Party (**Terminating Party**) may immediately terminate a licence for access to SingTel's Exchange Building if the other Party is in breach of this Schedule and such breach remains un-remedied for a period of:

- (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 Mandated Licensee has been invoiced).

9.2 Subject to clause 13.2 of the RIO Agreement, SingTel may immediately terminate a licence for access to SingTel's Exchange Building if:

- (a) the other FBO Licensee is no longer an FBO;
- (b) in SingTel's reasonable opinion, the Mandated Licensee is using the licence for access to SingTel's Exchange Building, including using the fibre cables, in contravention of an applicable law, licence, code, regulation or direction and SingTel has the necessary confirmation from the relevant Governmental Agencies that the Mandated Licensee is in contravention of the applicable law, licence, code, regulation or direction;
- (c) the licence for access to SingTel's Exchange Building, including using the fibre cables, causes or is likely to cause physical or technical harm to the SingTel Network or SingTel's Exchange Building, including but not limited to causing damage, interfering with or causing deterioration in the operation of the SingTel Network;
- (d) the other FBO Licensee's fibre cable is used for a purpose other than in accordance with this RIO Agreement;

CLAUSE 9.2(e) – DIRECTED AMENDMENTS

- (e) the ~~in-building facilities such as cable tray, cable ladder, cable chamber, or cable bearer~~ SingTel Exchange Building has become unsafe for its purpose; or

IDA considers that it is reasonable to allow for termination only if the SingTel Exchange Building as a whole has become unsafe. Accordingly, IDA directs SingTel to amend clause 9.2(e) of Schedule 8B in the manner specified above.

- (f) SingTel's right to own, maintain or operate the Exchange Building is revoked or terminates or expires.

9.3 Subject to clause 13.2 of the RIO Agreement, SingTel may terminate the licence for access to SingTel's Exchange Building on ten (10) Business Days prior written notice, if the Mandated Licensee or the other FBO Licensee removes or abandons the other FBO Licensee's fibre cable and the Mandated Licensee does not dispute such written notice by SingTel.

9.4 If at any time during the term that the licence for access to SingTel's Exchange Building is to be terminated because of the closure of that Exchange Building, SingTel must give the Mandated Licensee prior written notice within three (3) Business Days upon receipt of the Authority's approval to amend this Schedule to effect the closure of SingTel's Exchange Building. In the event of a closure of an Exchange Building, SingTel must take reasonable measures to minimise disruptions to the Mandated Licensee in the provision of its services to End Users. The Mandated Licensee shall bear its own cost associated with the closure of an Exchange Building. In the event that the Mandated Licensee requests assistance from SingTel within thirty (30) Business Days after receiving a notice under this clause to provide an alternative solution to SingTel's Exchange Building which is being terminated, SingTel will use its reasonable endeavours in providing such assistance. The Mandated 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 for access to SingTel's Exchange Building at the end of the six (6) months notice period under this clause provided that SingTel has complied with this clause 9.4.

9.5 Upon expiry or termination of the licence for access to SingTel's Exchange Building:

- (a) the Mandated Licensee must discontinue the use of access to SingTel's Exchange Building and remove the other FBO Licensee's fibre cable from SingTel's Exchange Building immediately; and
 - (b) SingTel shall reinstate SingTel's Exchange Building and recover/reinstate all cables/supports/openings and recover the reasonable cost of such reinstatement from the Mandated Licensee, other than in circumstances where the Mandated Licensee's discontinuation of access to SingTel's Exchange Building is a direct result of SingTel's decommissioning of SingTel's Exchange Building under this Schedule.
- 9.6 If the Mandated Licensee fails to discontinue the access to SingTel's Exchange Building and remove the other FBO Licensee's fibre cable under clause 9.5, SingTel shall remove the other FBO Licensee's fibre cable and reinstate SingTel's Exchange Building to its original condition. The Mandated Licensee shall pay to SingTel all reasonable costs associated with the work undertaken by SingTel including the disposal of the other FBO Licensee's fibre cable. In such event, the Mandated Licensee shall have no claim whatsoever against SingTel related to or in connection with the work undertaken by SingTel.
- 9.7 Upon termination of the licence for access to SingTel's Exchange Building, any physical access granted to SingTel's Exchange Building shall also be terminated.

CLAUSE 10 – APPROVED

10. SUB-LICENSING

- 10.1 The Mandated Licensee must not assign the licence in respect of, or sub-let, the access to SingTel's Exchange Building without prior notice to SingTel.

CLAUSE 11 – APPROVED

11. MODIFICATION AND ADDITION OF OTHER FBO LICENSEE'S FIBRE CABLE

- 11.1 Subject to clauses 6.5 and 6.6, if the Mandated Licensee wishes to replace, modify, rearrange or remove existing other FBO Licensee's fibre cable or install additional other FBO Licensee's fibre cable without the need for additional lead-in facilities or the installation of additional in-building facilities in SingTel's Exchange Building, to be carried out by an installation provider other than SingTel (**Modified Access**), the Mandated Licensee must submit a request in

respect of that Modified Access. The Mandated Licensee shall be liable for all costs incurred by SingTel in processing a request for Modified Access under this clause 11.1. The request must contain the following information:

- (a) purpose of replacement, modification, rearrangement, removal or addition;
- (b) date, time and duration of replacement, modification, rearrangement, removal or addition;
- (c) detailed description of works and process to be carried out in SingTel's Exchange Building;
- (d) the other FBO Licensee's fibre cable to be replaced, modified, rearranged, removed or installed;
- (e) any assistance required from SingTel (subject to approval and charges);
- (f) a description of the precautions on how the Mandated Licensee would ensure that the replacement, modification, rearrangement, removal or addition would not affect any SingTel plant or equipment; and
- (g) any other information which the Mandated Licensee believes would be useful to SingTel in assessing the Mandated Licensee's request.

11.2 Within five (5) Business Days of the receipt of the request for Modified Access, SingTel must notify the Mandated Licensee whether its request for Modified Access is accepted or rejected. If SingTel does not meet the timeframe under this clause 11.2 it shall provide the Mandated Licensee with a remedy for the duration of the delay under clause 1.7(d). SingTel may reject the request for Modified Access if SingTel reasonably believes that:

- (a) the replacement, modification, rearrangement, removal or addition under the request for Modified Access may affect the operation of SingTel's or any Third Party's equipment or plant; or
- (b) SingTel will be required to perform any work or any additional services.

11.3 If SingTel rejects the Mandated Licensee's request for Modified Access under clause 11.2, the Mandated Licensee may submit a separate Co-Location Request Form in respect of the Mandated Licensee's requirement, which shall be processed by SingTel pursuant to this Schedule.

11.4 Requests for installation of additional other FBO Licensee's fibre cable to the same Mandated Licensee's location under clause 1.1(a) or between the same Mandated Licensee's location and Requested Location under clause 1.1(b) in SingTel's Exchange Building shall be submitted to SingTel using a Co-Location Request Form in the form of Attachment G. SingTel will use reasonable endeavours to provide and install the additional other FBO Licensee's fibre cable no later than thirty (30) Calendar Days from the date of receiving the Mandated Licensee's request. The Mandated Licensee shall pay SingTel, in accordance with Schedule 9:

- (a) the one-time Charges for the processing of the request;
- (b) the Project Study fee;
- (c) where applicable, the recurring Charges for the use of SingTel's lead-in facilities;
- (d) where applicable, the one-time Charges for the installation of in-building facilities such as cable trays and cable ladders, and removal and reinstatement of fire proofing materials; and
- (e) where applicable, the one-time Charges for the installation of the other FBO Licensee's fibre cables.

ANNEX 8B.1

LIST OF MANDATED LICENSEES

| |
|----------------|
| OPENNET |
|----------------|

ANNEX 8B.2

LIST OF MANDATED SERVICES

1. Mandated Services offered pursuant to OpenNet's Interconnection Offer Agreement or any customised agreement for access to services available under OpenNet's Interconnection Offer.

ANNEX 8B.3

HEADING OF ANNEX 8B.3 - DIRECTED AMENDMENTS

SINGTEL EXCHANGE BUILDING WITHIN WHICH MANDATED LICENS~~E~~CEES PROVIDE
MANDATED SERVICES

IDA noted that there is a typographical error in the heading for Annex 8B.3 as "Licencees" should be "Licensees" instead, and accordingly directs SingTel to amend the heading in this Annex 8B.3 in the manner specified above.

| |
|---------------------------|
| TUAS EXCHANGE BUILDING |
| ORCHARD EXCHANGE BUILDING |

ANNEX 8B.4

SERVICE LEVEL GUARANTEES

1. REBATES FOR REQUEST TIMEFRAMES

| Missed notification timeframe as to whether Request is accepted or rejected (clause 3.2) by: | Rebate |
|---|--|
| 1-30 Calendar Days | Number of days of delay x weekly recurring Charge |
| More than 30 Calendar Days | 30 x weekly recurring Charge |

| Missed notification timeframe as to response to Request following detailed processing (clause 3.5) by: | Rebate |
|---|--|
| 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

| Missed timeframe for completion of Project Study (clause 4.1) by: | Rebate |
|--|--|
| 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

| Missed timeframe for completion of Site Preparation Work (clause 5.1) by: | Rebate |
|--|--|
| 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 ACCESS

| Missed timeframe for processing of request for Modified Access (clause 11.2) by: | Rebate |
|---|--|
| 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) A claim by the Mandated 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 Mandated Licensee in the form of a rebate. The Mandated Licensee acknowledges that a failure to make a claim within the specified timeframes under this paragraph means that the Mandated Licensee waives any entitlement to the Service Level Guarantee payment in respect of that claim.
- (b) If the Mandated Licensee is entitled to a rebate pursuant to the claim made hereunder, then the amount of the rebate will be credited into the Mandated Licensee's account after it has been processed by SingTel and will be reflected in SingTel's bill to the Mandated Licensee in accordance with SingTel's billing cycle.
- (c) The guarantee and rebates provided by SingTel under this Annex 8B.4 are:
 - (i) of an ex-gratia nature and personal to the Mandated Licensee and are non-transferable; and
 - (ii) subject to this Schedule.
- (d) Despite anything to the contrary in this section, if the Mandated Licensee qualifies for any claim under this Annex 8B.4, SingTel shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Mandated Licensee qualifies for a claim or as to the quantum of the claim payable to the Mandated 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.