

APPENDIX 8

REQUIRED MODIFICATIONS TO SCHEDULE 8D

SCHEDULE 8D

CO-LOCATION AT SUBMARINE CABLE LANDING STATION

SCHEDULE 8D

CO-LOCATION AT SUBMARINE CABLE LANDING STATION

CONTENTS

| | |
|---|-----------|
| 1. GENERAL | 1 |
| 2. AVAILABILITY AT A CO-LOCATION SITE | 5 |
| 3. ORDERING AND PROVISIONING PROCEDURE | 5 |
| 4. PROJECT STUDY | 9 |
| 5. SITE PREPARATION WORK | 10 |
| 6. INSTALLATION AND MAINTENANCE OF CO-LOCATION EQUIPMENT IN CO-LOCATION SPACE | 11 |
| 7. TERM OF LICENCE | 11 |
| 8. SUSPENSION OF LICENCE | 13 |
| 9. TERMINATION OF LICENCE | 13 |
| 10. SUB-LICENSING | 16 |
| 11. ADDITIONAL CO-LOCATION SPACE AND CO-LOCATION EQUIPMENT | 16 |
| ANNEX 8D.1 – LIST OF POSSIBLE CO-LOCATION SITES AT SUBMARINE CABLE LANDING STATION | |
| ANNEX 8D.2 – SERVICE LEVEL GUARANTEES | |

SCHEDULE 8D

CO-LOCATION AT SUBMARINE CABLE LANDING STATION

1. GENERAL

CLAUSE 1.1 – APPROVED

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, subject to clause 1.2.

CLAUSE 1.2 – MODIFICATION REQUIRED

1.2 The Co-Location Space is solely for the purpose of the Requesting Licensee to, either:

- (a) access and use its cable system within the Submarine Cable Landing Station; or
- (b) provide backhaul services to one or more other Licensees who:
 - (i) hold an Indefeasible Right of Use (IRU) to access their acquired capacity of the relevant Cable System;
 - (ii) hold a Long Term Leased Capacity to access their leased capacity in the relevant Cable System; and/or
 - (iii) own landed submarine cable system for access to their own capacity of the relevant Cable System.

IDA Directed Modifications: An industry respondent asked for clarification as to whether a Requesting Licensee who has Co-location Equipment in the Submarine Cable Landing Station and backhaul services is able to connect to another FBO's Co-location Equipment at the same premise and provide backhaul services to that FBO.

As currently drafted, clause 1.2 seems to suggest that the Co-Location Space can only be used by Requesting Licensees to either access their own cable systems, or to provide backhaul services to other Licensees. IDA considers that the drafting of clause 1.2 should make clear that the Co-Location Space can be used by Requesting Licensees to access

their cable systems, as well as to provide backhaul services to other Licensees. Accordingly, IDA directs SingTel to propose, for IDA's approval, modifications to clause 1.2 of this Schedule 8D to reflect the above.

As an example. the words "solely" and "either" could be deleted from clause 1.2, and the word "or" in clause 1.2(a) replaced with "and/or".

1.3A A Requesting Licensee may acquire Co-Location Space to access a New Cable System which is not Ready For Service (**First Cable System**), subject to the requirements in clause 1.2.

1.3 For the avoidance of doubt, the Connection Service between the Requesting Licensee's Co-Location Equipment at the Co-Location Space to the Cable System is not covered in this Schedule. SingTel shall offer to provide the Connection Service to the Requesting Licensee pursuant to Schedule 4B of SingTel's RIO.

CLAUSE 1.4 – APPROVED

1.4 Except as provided in this Schedule, the Requesting Licensee shall, at its own cost, provide all installation materials and manpower needed for the installation of their Co-Location Equipment. Where certain work is to be carried out by SingTel under this Schedule 8D and the Charge is not defined under Schedule 9, the Requesting Licensee must pay all the reasonable costs incurred by SingTel in provisioning Co-Location Space at Submarine Cable Landing Stations, 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 Co-Location Space at Submarine Cable Landing Stations;

(b) before incurring the costs, SingTel will provide the 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 1.4 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.

CLAUSE 1.5 – APPROVED

- 1.5 The list of Co-Location Sites as at the date of this RIO Agreement for Submarine Cable Landing Stations is listed in Annex 8D.1.
- 1.6 SingTel may vary the Co-Location Sites listed in Annex 8D.1 from time to time with the prior approval of the Authority.
- 1.7 SingTel shall not be responsible for any damage to the Requesting Licensee's Co-Location Equipment caused by fire, water leakage, air-conditioning/mechanical ventilation failure, power fluctuation/interruption, or anything beyond SingTel's control at the Co-Location Site other than to the extent that it is the result of a grossly negligent, wilful or reckless breach of this RIO Agreement by SingTel.
- 1.8 This Schedule 8D only applies to Requesting Licensees who are FBOs.

CLAUSE 1.9 – APPROVED

- 1.9 The timeframes in this Schedule relating to provisioning work for Co-Location Space at Submarine Cable Landing Stations to be undertaken by SingTel under clauses 3.5 and 3.7 (**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 1.10(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.

- 1.10 (a) SingTel will provide the Service Level Guarantees in respect of licensing of Co-Location Space as set out in Annex 8D.2. 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 8D.2 and any terms and conditions contained therein in respect of Co-Location Request timeframes;
 - (ii) section 2 of Annex 8D.2 and any terms and conditions contained therein in respect of Project Study timeframes;
 - (iii) section 3 of Annex 8D.2 and any terms and conditions contained therein in respect of timeframes for Site Preparation Work;
 - (iv) section 4 of Annex 8D.2 and any terms and conditions contained therein in respect of timeframes for Modified Co-Location Equipment; and
 - (v) section 5 of Annex 8D.2 in respect of claims made under Annex 8D.2.
- (b) The Requesting Licensee acknowledges that the relevant remedy provided under clause 1.10(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 Co-Location at Submarine Cable Landing Station and shall be SingTel's sole and exclusive liability to the Requesting Licensee for such failure.

CLAUSE 1.11 – APPROVED

- 1.11 For the avoidance of doubt, any Requesting Licensee eligible to co-locate equipment at a Submarine Cable Landing Station pursuant to this Schedule, may only use that equipment for one or more of the following purposes:

- (a) to access its own submarine cable capacity;
- (b) to access the submarine cable capacity of a Third Party (including but not limited to another Licensee); and/or
- (c) to provide backhaul services to another Licensee for the purpose of accessing the other Licensee's submarine cable capacity,

in the Cable System or Systems (in the case where more than one cable system lands in the Submarine Cable Landing Station) landed in the Submarine Cable Landing Station.

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 one (1) year for space at the Co-Location Site for the provision to itself and its Customers;
- (b) SingTel's reasonably anticipated requirements in the next one (1) year 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 or restrictions imposed on SingTel by Governmental Agencies; or
- (e) whether SingTel has plans or otherwise proposes to decommission the Co-Location Site within six (6) months of the date of the Co-Location Request.

3. ORDERING AND PROVISIONING PROCEDURE

CLAUSE 3.1 – APPROVED

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

- (a) the Co-Location Site listed in Annex 8D.1 at which Co-Location Space is sought;
- (b) confirmation that the purpose for seeking Co-Location Space at that Co-Location Site is for accessing submarine cable capacity, 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; and
- (g) the Requesting Licensee contact details.

CLAUSE 3.2 – MODIFICATION REQUIRED

3.2 For clarity, the Requesting Licensee must submit a request for Co-Location Space at a Co-Location Site each time the Requesting Licensee wishes to install fibre cables or patch cords on SingTel's facilities between the Requesting Licensee's Co-Location Equipment and the Co-Location Equipment of another FBO Licensee within the same Co-Location Space for the purpose of the Requesting Licensee providing backhaul services to the other Requesting Licensee.

IDA Directed Modifications: IDA considers that the amount of effort and process required to assess Co-Location Space differ from that for installation of fibre cables or patch cords between co-located equipment. As such, SingTel should propose a separate request procedure for installation of fibre cables or patch cords between co-located equipment.

Further, IDA considers that SingTel may propose a charge, reflective of the effort required to process the application to recover the reasonable costs it has incurred in respect of a Requesting Licensee's request under this clause 3.2.

Accordingly, IDA directs SingTel to propose, for IDA's approval, modifications to clause 3.2 to incorporate the above.

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

CLAUSE 3.4 – MODIFICATION REQUIRED

- 3.4 The Requesting Licensee must ensure that its Co-Location Equipment at the Co-Location Space does not exceed a heat load limit of 900 watts per square metre of its Co-Location Equipment footprint.

IDA Directed Modifications: IDA notes that as currently drafted, Requesting Licensees are required to ensure that their Co-location Equipment at the Co-location Space do not exceed a heat load limit of 900 watts per square metre. One industry respondent commented that the new Co-location Equipment runs on higher power consumption and therefore generates a higher heat load than the 900 watts per square metre of Co-location Equipment footprint. IDA notes that the RIO has been in place since 2001 without it having been previously subject to any heat load limit on the Co-Location Equipment, and industry players have been taking Co-location Space based on the approved RIO.

In view of the above, unless SingTel can provide strong justification otherwise, IDA considers that having a heat load limit would not be reasonable, and accordingly directs SingTel to delete clause 3.4 from the RIO Agreement.

CLAUSE 3.5 – APPROVED

- 3.5 Within one (1) Business Day of the date of receiving the Co-Location Request (**Request Date**), SingTel must notify the Requesting Licensee whether its application is accepted or rejected via any of the contact details that the Requesting 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 as provided in Schedule 9, irrespective of the outcome of the Co-Location Request. For the purposes of this Schedule 8D, 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 that the Co-Location Request is received; or

- (b) if the Co-Location Request 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 is received.

3.6 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 all 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,

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

CLAUSE 3.7 – APPROVED

3.7 If SingTel notifies the Requesting Licensee that SingTel has accepted the Co-Location 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 Co-Location Space taking into account the following:

- (a) whether or not the Co-Location Space at a Submarine Cable Landing Station is available as determined under clause 2; and
- (b) whether provision of Co-Location Space at a Submarine Cable Landing Station will give rise to significant health, safety, technical or engineering issues.

Where SingTel informs the Requesting Licensee that SingTel is unable to provide the Co-Location Space at a Submarine Cable Landing Station because of unavailability under clause 3.7(a) and/or because clause 3.7(b) applies, SingTel must provide reasons explaining the basis for its decision.

3.8 The Requesting Licensee acknowledges that the Co-Location Space allocated and the actual placement of the Co-Location Equipment shall be determined by

SingTel. SingTel is not obligated to place the same Requesting Licensee's Co-Location Equipment adjacent to each other provided that SingTel will use its reasonable endeavours to accommodate any reasonable request for adjacent placement made by the Requesting Licensee.

- 3.9 SingTel shall process all Co-Location Requests on a 'first come, first served' basis.
- 3.10 Subject to clause 3.5, 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 Requesting Licensee of that overflow within one (1) Business Day of the Request Date.

4. PROJECT STUDY

CLAUSE 4.1 – APPROVED

- 4.1 Except where SingTel has rejected a Co-Location Request under clause 3.5 or where SingTel has notified that Co-Location Space at a Submarine Cable Landing Station is not available under clause 3.7, SingTel must complete a Project Study within fifteen (15) Business Days of the Request Date. The Requesting Licensee must pay the Project Study fee specified in Schedule 9.
- 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 completion of the Project Study within the timeframe under clause 4.1, SingTel shall provide the Requesting Licensee with the following information ascertained as a result of the Project Study:
- (a) the estimated Charge for the Site Preparation Work (including a breakdown of the major components of the Charges), along with an outline of the major elements of the Site Preparation Work to be undertaken by SingTel;

- (b) the location of the designated Lead-in Manhole and the direction of the Connection Duct;
- (c) the estimated length of fibre cable required from the Lead-in Manhole to the Co-Location site; and
- (d) the number of Business Days expected (which shall not exceed 25 Business Days as specified in clause 5.3) to complete the Site Preparation Work.

5. SITE PREPARATION WORK

CLAUSE 5.1 – APPROVED

5.1 Within five (5) Business Days from the date of notification of the result of the Project Study under clause 4.3, the Requesting Licensee shall confirm in writing that it wishes to proceed with Co-Location and 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 4.3(a) (as may be varied from time to time under this clause 5.1), SingTel must, as soon as possible, provide the Requesting Licensee with a revised price estimate. 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 the Site Preparation Work until the Requesting 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 Requesting Licensee of a revised date for completion (which, in all the circumstances, shall be within a reasonable period of time), and shall provide the Requesting Licensee with a remedy for the duration of the delay in accordance with clause 1.10(a).

5.2 As part of the Site Preparation Work, SingTel shall construct two (2) 110mm Connection Ducts of one (1) metre from the designated Lead-in Manhole in the direction indicated in clause 4.3(b) for the Requesting Licensee to connect its ducts. SingTel shall construct the duct seal for the Connection Ducts constructed in SingTel's Lead-in Manhole.

CLAUSE 5.3 – APPROVED

5.3 SingTel shall complete any Site Preparation Work within a period of 25 Business Days of the date on which the Requesting Licensee notifies SingTel under clause 5.1 that it wishes to proceed with Co-Location and agrees to pay estimated Charges. Subject to 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 Requesting Licensee of when the Site Preparation Work will be completed. The Requesting Licensee may seek a remedy for any delay in completing the Site Preparation Work in accordance with clause 1.10(a).

5.4 Within one (1) Business Day after the 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.

CLAUSE 6.2 – MODIFICATION REQUIRED

6.2 Where any diversion or maintenance of existing cable trays or ladders used for the purpose under this Schedule requires the installation of new cable trays or ladders within the SingTel Exchange Building, the affected Requesting Licensees will bear the costs associated with such installation, proportionately based on each Requesting Licensee's usage.

IDA Directed Modifications: An industry respondent commented that where any diversion or maintenance of existing cable trays or ladders requires the installation of new cable trays or ladders, SingTel should be

required to consult the affected Licensees on the same, including the costs associated with such works which the parties would have to bear.

Unless SingTel is able to justify otherwise, IDA considers it to be fair and reasonable that SingTel should consult the affected Requesting Licensees on such installation, including the amount of reasonable costs to be incurred. IDA is of the view that this would help prevent any unnecessary service disruption (which is likely to affect End Users), and minimise potential disputes between the Requesting Licensees and SingTel.

Accordingly, IDA directs SingTel to propose, for IDA's approval, modifications to clause 6.2 to incorporate the above.

7. TERM OF LICENCE

7.1 The term of a Co-Location Space licence 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 the Co-Location Space Licence in accordance with clause 9 of this Schedule;
- (b) SingTel RIO is revoked by the Authority under clause 13.7 of the RIO Agreement; or
- (c) the Authority removes the requirement for SingTel to provide Co-Location Space under the SingTel RIO or exempts SingTel from providing Co-Location Space under clause 13.8 of the RIO Agreement; or

subject to clause 7.2, the Requesting Licensee terminates the Co-Location Space Licence by giving SingTel not less than one (1) month's prior notice

7.2 The Requesting Licensee may terminate the Co-Location Space licence on less than one (1) month's prior written notice provided that the Requesting Licensee shall be liable to SingTel for the recurring fees under the Co-Location Space licence for the period between the date of termination and the date that is one (1) month after the notice of termination.

8. SUSPENSION OF LICENCE

- 8.1 Subject to clause 12.2 of the RIO Agreement, SingTel may suspend the Requesting Licensee's Co-Location Space licence at any time until further notice to the Requesting Licensee if the Co-Location Equipment causes or is likely to cause physical or technical harm to any telecommunications network, system or service (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 Requesting Licensee for any Loss resulting from, or in connection with, suspension of access to Co-Location Space under this clause 8.

9. TERMINATION OF LICENCE

- 9.1 SingTel may terminate the licence of Co-Location Space at any time with immediate effect by giving notice to the Requesting Licensee if the Requesting Licensee fails to complete the installation of its Co-Location Equipment within thirty (30) Business Days under Attachment A. If the Requesting Licensee's failure to complete installation is attributable to circumstances beyond the Requesting Licensee's reasonable control, SingTel will grant a reasonable extension of time for installation to the Requesting Licensee at the Requesting Licensee's request. A Requesting Licensee's request under this clause must describe the circumstances beyond the Requesting Licensee's control and such request must be received prior to the expiry of the aforementioned thirty (30) Business Day period. SingTel must respond to the Requesting Licensee's request under this clause 9.1 within two (2) Business Days from the date of receipt of such request.
- 9.2 Subject to clause 13.2 of the RIO Agreement, either Party (**Terminating Party**) may immediately terminate a licence of Co-Location Space at a Submarine Cable Landing Station if the other Party is in breach of this Schedule and such breach remains unremedied for a period of:
- (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).

9.3 Subject to clause 13.2 of the RIO Agreement, SingTel may immediately terminate a licence at a Co-Location Space if:

(a) the Requesting Licensee is no longer an FBO;

(b) in SingTel's reasonable opinion, the Requesting Licensee is using the Co-Location Space in contravention of an applicable law, licence, code, regulation or direction and SingTel has the necessary confirmation from the relevant Governmental Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;

(c) the licence of Co-Location Space causes or is likely to cause physical or technical harm to the SingTel Network or Co-Location Site, including but not limited to causing damage, interfering with or causing deterioration in the operation of the SingTel Network;

CLAUSE 9.3(d) – APPROVED

(d) the Co-Location Equipment is used for a purpose other than for the purpose contemplated under clauses 1.2 and 1.11;

(e) the conditions in clause 1.2 are no longer satisfied;

(f) the Requesting Licensee locates equipment other than Co-Location Equipment in the Co-Location Space;

(g) the Co-Location Space has become unsafe for its purpose; or

(h) SingTel's right to own, maintain or operate the Co-Location Site is revoked or terminates or expires.

9.4 Subject to clause 13.2 of the RIO Agreement, SingTel may terminate a licence at a Co-Location Space on ten (10) Business Days' prior written notice, if the Requesting Licensee removes or abandons its Co-Location Equipment and the Requesting Licensee did not dispute such written notice by SingTel.

- 9.5 If 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, SingTel must give the Requesting 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 the Co-Location 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 service to End Users. The Requesting Licensee shall bear its own cost associated with the closure of a Co-Location Site. In the event that the Requesting Licensee requests assistance from SingTel within thirty (30) Business Days after receiving a notice under this clause to provide an alternative solution to the Co-Location Space which is being terminated, SingTel will use its reasonable endeavours in providing such assistance. The Requesting Licensee shall remain solely responsible for making any alternative arrangements as are necessary to continue to provide its Customers with services. Nothing in this clause prevents SingTel from terminating the licence at a Co-Location Space at the end of the six (6) month notice period under this clause provided that SingTel has complied with this clause.
- 9.6 Upon expiry or termination of the licence of Co-Location Space:
- (a) the Requesting Licensee must discontinue the use of its Co-Location Equipment and remove its Co-Location Equipment from the Co-Location Site immediately; and
 - (b) SingTel shall reinstate the Co-Location Space and recover/reinstate all cables/supports/opening and recover the reasonable cost of such reinstatement from the Requesting Licensee other than in circumstances where the Requesting Licensee's discontinuation of the use of the Co-Location Equipment is a direct result of SingTel's decommissioning of the Co-Location Site under this Schedule 8D.
- 9.7 If the Requesting Licensee fails to discontinue the use of its Co-Location Equipment and remove its Co-Location Equipment under clause 9.6(a), SingTel shall remove the Requesting Licensee's Co-Location Equipment and reinstate the Co-Location Site to its original condition. The Requesting Licensee shall pay to SingTel all reasonable costs associated with the work undertaken by SingTel including the disposal of the Co-Location Equipment. In such event, the Requesting Licensee shall have no claim whatsoever, against SingTel related to or in connection with the work undertaken by SingTel.

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

10. SUB-LICENSING

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

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

11.1 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 (**Modified Co-Location Equipment**), the Requesting Licensee must submit a request in respect of that Modified Co-Location Equipment. The Requesting Licensee shall be liable for all costs incurred by SingTel in processing a request for Modified Co-Location Equipment under this clause 11.1. 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 Co-Location Space;
- (d) the Co-Location 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.

11.2 Within five (5) Business Days of the receipt of the request for Modified Co-Location Equipment, SingTel must notify the Requesting Licensee whether its request for Modified Co-Location Equipment is accepted or rejected. If SingTel does not meet the timeframe under this clause 11.2 it shall provide the Requesting Licensee with a remedy for the duration of the delay under clause 1.10(a).

SingTel may reject the request for Modified Co-Location Equipment if SingTel reasonably believes that the replacement, modification and rearrangement under the request for Modified Co-Location Equipment may affect the operation of SingTel's or any Third Party's equipment or plant or require SingTel to perform any work or require SingTel to provide additional services such as power or Co-Location Space.

- 11.3 If SingTel rejects the Requesting Licensee's request for Modified Co-Location Equipment under clause 11.2, the Requesting Licensee may submit a separate Co-Location Request in respect of the Requesting Licensee's Modified Co-Location Equipment, which shall be processed by SingTel pursuant to this Schedule 8D.
- 11.4 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 this Schedule 8D 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 Landing Station |
| 2 | Katong Submarine Cable Landing Station |
| 3 | Tuas Submarine Cable Landing Station |

ANNEX 8D.2

SERVICE LEVEL GUARANTEES

1. REBATES FOR CO-LOCATION REQUEST TIMEFRAMES

| Missed notification timeframe as to whether Co-Location Request is accepted or rejected (clause 3.3) 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 Co-Location 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 CO-LOCATION EQUIPMENT

| Missed timeframe for processing of request for Modified Co-Location Equipment (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 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.
- (b) 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.
- (c) The guarantee and rebates provided by SingTel under this Annex 8D.2 are:
- (i) of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and
 - (ii) subject to this Schedule.
- (d) Despite anything to the contrary in this section, if the Requesting Licensee qualifies for any claim under this Annex 8D.2, 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.

