

## **SCHEDULE 5B**

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

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## SCHEDULE 5B

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

#### 1. SCOPE

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with a licence (**Tower Access Licence**) to use:
- (a) SingTel's tower space for the sole purpose of mounting radio transmission or reception equipment (**Tower Equipment**) to allow the Requesting Licensee to provide telecommunication services to the Requesting Licensee's Customers; and
  - (b) Co-Location Space and physical access thereto at tower sites for equipment used to connect to the radio transmission or reception equipment referred to in clause 1.1(a).
- 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 within the tower site before SingTel will provide a Tower Access Licence.
- 1.3 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 its Co-Location Equipment. 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 the reasonable costs incurred by SingTel in provisioning tower space and Co-location Space at tower sites, 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 tower space and/or Co-location Space at tower sites;
  - (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 1.3 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 tower Sites for tower space are set out in Annex 5B.1. SingTel may amend the list of tower sites for tower space set out in Annex 5B.1 from time to time with the prior approval of the Authority in the form of an amendment to this RIO Agreement.
- 1.5 SingTel shall not be responsible for any damage to the Requesting Licensee's equipment caused by fire, water leakage, air-conditioning/mechanical ventilation failure, power fluctuation/interruption, or anything beyond SingTel's control at the tower 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 5B only applies to Requesting Licensees who are FBOs.
- 1.7 SingTel will provide Tower Access Licences on a per tower basis.
- 1.8 SingTel shall only grant a Tower Access Licence to a Requesting Licensee where there is tower space and Co-Location Space available at the relevant tower site as determined under clause 2.
- 1.9 The tower space will be provided in an "as-is-where-is" condition.
- 1.10 The timeframes in this Schedule relating to provisioning work for tower space and/or Co-location Space at tower sites to be undertaken by SingTel under clauses 3.3 and 3.5 (**Tower Access Licence Request**), 4.1 (**Project Study**), 5.1 (**Site**

**Preparation Work**) and 16.1 (**Modified Tower Equipment or 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 1.11(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 tower space and Co-Location Space at tower sites as set out in Annex 5B.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 5B.3 and any terms and conditions contained therein in respect of Tower Access Licence Request timeframes;
  - (ii) section 2 of Annex 5B.3 and any terms and conditions contained therein in respect of Project Study timeframes;
  - (iii) section 3 of Annex 5B.3 and any terms and conditions contained therein in respect of timeframes for Site Preparation Work;
  - (iv) section 4 of Annex 5B.3 and any terms and conditions contained therein in respect of timeframes for Modified Tower Equipment; and
  - (v) section 5 of Annex 5B.3 in respect of claims made under Annex 5B.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 tower space and Co-location Space at tower sites and shall be SingTel's sole and exclusive liability to the Requesting Licensee for such failure.

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

2.1 For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of tower space & Co-Location Space:

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

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

3.1 The Requesting Licensee shall submit its Tower Access Licence Request with regards to a tower site listed in Annex 5B.1 using the request form for a Tower Access Licence in Annex 5B.2 containing the following information:

- (a) the location of the tower site in relation to which the Tower Access Licence is sought;
- (b) the number of pieces of radio transmission or reception equipment to be installed in the tower space;
- (c) in the case of point-to-point, the orientation and distant end receiving point;
- (d) the model and specification of each piece of radio transmission or reception equipment to be installed in the tower space;
- (e) the size, weight and wind load of each piece of radio transmission or reception equipment to be installed in the tower space;

- (f) the transmitting and receiving frequency of the signal sent over each piece of radio transmission or reception equipment to be installed in the tower space;
- (g) the transmission power of each piece of radio transmission or reception equipment to be installed in the tower space;
- (h) the number of mounting positions required and their corresponding height in metres Average Mean Sea Level (**AMSL**);
- (i) the cable/waveguide type, gauge and specification of each cable that would be installed in or around the tower space;
- (j) whether power supply is required for equipment to be installed in the tower space;
- (k) evidence of the satisfaction of the condition in clause 1.2;
- (l) the type of Co-Location Equipment proposed to be installed in the Co-Location Space at the tower site;
- (m) the technical characteristics of the transmitting and receiving equipment, including all relevant RF frequencies, power levels, receiver sensitivity;
- (n) in relation to the Co-Location Equipment:
  - (i) the characteristics of the Co-Location Equipment which require special consideration;
  - (ii) the space (subject to clause 3.2) and power requirements of the Co-Location Equipment;
  - (iii) the floor loading of the Co-Location Equipment; and
  - (iv) the type of cable/waveguide to be used, and the diameter of the cable/waveguide; and
- (o) the Requesting Licensee's contact details.

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

3.3 Within one (1) Business Day of the date of receiving the Tower 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 Tower Access Licence Request fee specified in Schedule 9 for the reasonable costs incurred by SingTel in processing the Tower Access Licence Request regardless of whether the Tower Access Licence Request is successful. For the purposes of this Schedule 5B, the Request Date shall be determined as follows:

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

3.4 SingTel may reject a Tower Access Licence Request if:

- (a) the Requesting Licensee is not an FBO; or
- (b) the Tower Access License Request is not in the prescribed form; or
- (c) the Tower Access License Request does not contain all the required information or such information is illegible; or
- (d) the Requesting Licensee has not satisfied clause 1.2; or
- (e) the Co-Location Space requested is not within the limits prescribed by clause 3.2.

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

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

- (a) whether or not the tower space and Co-Location Space is available as determined under clause 2; and



- (b) whether tower space and Co-Location Space is not available for any of the following reasons:
- (i) the size, weight and wind load of the radio transmission and reception equipment is not suitable;
  - (ii) the transmitting and receiving frequency of the system is not suitable;
  - (iii) the transmission power of each piece of radio transmission and reception equipment is not suitable; or
  - (iv) acceptance of the Tower Access Licence Request will give rise to significant health, safety, technical or engineering issues.

Where SingTel informs the Requesting Licensee that tower space and Co-Location Space are not available under clause 3.5(a) and/or clause 3.5(b), SingTel must provide reasons explaining the basis for its decision.

- 3.6 The Requesting Licensee acknowledges that the tower space and Co-Location Space allocated and the actual placement of the Tower Equipment and Co-Location Equipment shall be determined by SingTel. SingTel is not obliged to place the same Requesting Licensee's Tower Equipment or Co-Location Equipment adjacent to each other provided that SingTel must use reasonable endeavours to accommodate any reasonable request for adjacent placement made by the Requesting Licensee.
- 3.7 SingTel shall process all Tower Access Licence Requests on a "first come first served" basis up to the maximum amount specified in clause 3.8.
- 3.8 Subject to clause 3.3, SingTel shall process a combined total of no more than one (1) Tower Access Licence Request from all Licensees per Business Day (subject to a maximum of three (3) Tower Access Licence Requests 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 Tower Access Licence Request under clause 3.4 or where SingTel has notified that tower space and Co-Location Space are not available under clause 3.5, 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 Tower 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 tower space and the Co-Location 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 tower 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 tower space, including but not limited to determining whether:
- (a) the size, weight and wind load of the radio transmission and reception equipment is suitable;
  - (b) the transmitting and receiving frequency of the system is suitable;
  - (c) the transmission power of each piece of radio transmission and reception equipment is suitable; or
  - (d) acceptance of the Tower 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 Tower 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 radio transmission or reception equipment;
- (c) the location of the designated Lead-in Manhole to the Co-Location Space and the direction of the Connection Duct;
- (d) the estimated length of fibre cable required from the Lead-in Manhole to the Co-Location Space; and
- (e) 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 Tower Access Licence Request after completion of the Project Study.

4.9 Where Final Approval is granted under clause 4.7, the Requesting Licensee shall confirm in writing to SingTel that it wishes to proceed with the Tower 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 Tower 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 must as soon as possible, 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). 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 Tower 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 1.11.

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 4.6(c) for the Requesting Licensee to connect its ducts. SingTel shall construct the duct seal for the Connection Duct constructed in SingTel's Lead-in Manhole.

5.3 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 Co-Location Site for a final site inspection of the Co-Location Space.

**6. INSTALLATION AND MAINTENANCE OF EQUIPMENT IN THE TOWER 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; and
- (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 Tower Equipment onto the tower 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 Tower for the installation works 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 of the completion of the installation of the Tower 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 to 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 Tower Equipment, the Requesting Licensee shall be allowed to cancel any request or approval of the Tower 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 tower it shall notify SingTel as soon as possible.
- 6.11 The Requesting Licensee must, at its own cost:
- (a) ensure that the tower and Co-Location Space 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 tower and Co-Location Space following any maintenance or other operation it conducts on or around the tower or Co-Location Space;
  - (c) correct any defect or problem with its own equipment which jeopardises SingTel's equipment;
  - (d) immediately notify SingTel of any damage to SingTel's equipment consequent upon its act or omission;
  - (e) maintain and repair its own equipment; and
  - (f) take such other action as a reasonably prudent Requesting Licensee would.
- 6.12 The Requesting Licensee shall consult with and obtain the consent of SingTel before carrying out any hacking or drilling work on the floor, wall and ceiling slabs.

**7. INSTALLATION AND MAINTENANCE OF CO-LOCATION EQUIPMENT IN CO-LOCATION SPACE**

7.1 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.

**8. STANDARD TERMS AND CONDITIONS**

8.1 Each Requesting Licensee shall be responsible for the construction and maintenance of its equipment. SingTel shall be responsible for maintaining and administering the tower, tower space and the Co-Location Space under this Schedule.

8.2 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 tower.

8.3 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 Tower Equipment at its own costs.

8.4 The Tower Equipment installed shall not exceed the height of five (5) metres per deck.

8.5 Each Party shall ensure that the Tower Equipment and 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 Tower Equipment or other equipment immediately at its own cost.

- 8.6 The Requesting Licensee shall provide proper identification markings on each and every piece of Tower Equipment and cable installed.

**9. ACCESS AND APPROVALS REQUIRED**

- 9.1 The Requesting Licensee must use its reasonable endeavours to assist SingTel in providing the licence to use the tower space and the Co-Location 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 tower space and the Co-Location Space efficiently; and
- (b) obtaining and maintaining any authorisation, permission, licence, waiver, registration or consent from any person necessary for licensing the tower space and the Co-Location Space.

- 9.2 The access to the tower space and the Co-Location 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 departments at its own cost.

- 9.3 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 licence by any Governmental Agency.

**10. REQUESTING LICENSEE'S RIGHTS**

- 10.1 The Requesting Licensee has a personal right of occupation on the terms and conditions of the access granted to the tower space and Co-Location Space and has no right, title, proprietary interest or interest in the relevant tower and its tower space or Co-Location 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 licensed tower space or Co-Location Space. The legal right to possession and control over the tower space and Co-Location Space is vested in SingTel throughout the term of the access.



## **11. PROTECTION AND SAFETY**

11.1 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 tower and shall, so far as reasonable practicable, take all necessary steps to ensure that its use of the tower space and the Co-Location 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 tower.

11.2 The Requesting Licensee shall report immediately any incident, injury or harm, fatal or otherwise that occurs at the site to SingTel and the relevant authority. For fatal or serious accident, the accident site shall be left undisturbed to facilitate the relevant authority's 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 tower site and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof.

11.3 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.

## **12. TERM OF LICENCE**

12.1 The Tower 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 12.2.

- 12.2 The Tower Access Licence under clause 12.1 shall be terminated:
- (a) if either party terminates the Tower Access Licence in accordance with clause 14 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 Tower Access under the SingTel RIO or exempts SingTel from providing Tower Access under clause 13.8 of the RIO Agreement; or
  - (d) subject to clause 12.3, the Requesting Licensee terminates the Tower Access Licence by giving SingTel not less than one (1) months prior written notice.

12.3 The Requesting Licensee may terminate the Tower Access 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 Tower Access Licence for the period between the date of termination and the date that is one (1) month after the notice of termination.

### **13. SUSPENSION**

13.1 Subject to 12.2 of the RIO Agreement, SingTel may suspend the Requesting Licensee's Tower 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.

13.2 SingTel may carry out repairs or upgrades to any tower space and Co-Location 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 re-locate and re-install its Tower Equipment at its own expense.

13.3 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 Tower Access Licence under this clause.

#### 14. TERMINATION OF LICENCE

14.1 SingTel may terminate the Tower 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 tower and Co-Location 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 period. 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.

14.2 Subject to clause 13.2 of the RIO Agreement, either Party (**Terminating Party**) may terminate a Tower Access Licence 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).

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

- (a) the Requesting Licensee is no longer an FBO;
- (b) in SingTel's reasonable opinion, the Requesting Licensee is using the tower space or 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 Tower Equipment or Co-Location Equipment is used for a purpose other than for the purpose contemplated under clause 1.1;
- (d) the Requesting Licensee locates equipment other than Tower Equipment or Co-Location Equipment in the tower space or Co-Location Space respectively;
- (e) the tower Space or Co-Location Space have become unsafe for their purpose;
- (f) SingTel's right to own, maintain or operate the tower site is revoked or terminates or expires; or
- (g) the Requesting Licensee's use of the tower 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.

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

14.5 If SingTel has plans or otherwise proposes to decommission a Tower, SingTel must provide the Requesting Licensee with prior written notice of its intention to terminate the Tower Access Licence within three (3) Business Days upon receipt of the Authority's approval to amend this Schedule to effect the decommissioning.

14.6 If at any time during the term that the Tower Access Licence is to be terminated because of the closure of that tower 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 tower 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 tower 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 tower site which is being terminated, SingTel shall use its reasonable endeavours to assist the Requesting Licensee in finding suitable alternatives to the tower site that is the subject of termination provided that nothing in this clause shall restrict SingTel's right to terminate under this clause 14.6 and that the ultimate responsibility to find an alternative lies with the Requesting Licensee.

14.7 Upon expiry or termination of the Tower Access Licence:

- (a) the Requesting Licensee must discontinue the use of its Tower Equipment and Co-Location Equipment and remove its Tower Equipment and Co-Location Equipment from the tower site immediately; and
- (b) SingTel shall reinstate the tower space and 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 Tower Equipment is a direct result of SingTel's decommissioning of the tower or the site under clause 2.1(e).

14.8 Upon expiry or termination of the licence in respect of the Tower Access Licence and the removal of the Requesting Licensee's Tower Equipment and Co-Location Equipment from the tower site, SingTel shall verify and restore the state of the tower site. The Requesting Licensee shall pay all reasonable costs incurred by SingTel in verifying and restoring the state of the tower site, other than in circumstances where the Requesting Licensee's discontinuation of the use of the Tower Equipment is a direct result of SingTel's decommissioning of the tower or the site under this Schedule 5B.

14.9 If the Requesting Licensee fails to discontinue the use of its Tower Equipment and Co-Location Equipment and remove its Tower Equipment and Co-Location Equipment under clause 14.7, SingTel shall remove the Requesting Licensee's Co-Location Equipment and reinstate the tower space and Co-Location 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 Tower Equipment and 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.

14.10 Upon termination of the Tower Access Licence, any physical access granted to the tower site shall also be terminated.

**15. SUB-LICENSING**

15.1 The Requesting Licensee must not assign the Tower Access Licence in respect of or sub-let the tower space or Co-Location Space at the tower site.

**16. ADDITIONAL SPACE AND EQUIPMENT**

16.1 If the Requesting Licensee wishes to replace, modify or rearrange existing Tower Equipment or Co-Location Equipment in the tower space or Co-Location Space or to install additional Tower Equipment or Co-Location Equipment in the tower space or Co-Location Space (**Modified Tower Equipment**), the Requesting Licensee must submit a request in respect of that Modified Tower Equipment. The Requesting Licensee shall be liable for the costs incurred by SingTel in processing the request for Modified Tower Equipment under this clause 16.1. 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 tower space or Co-location Space;
- (d) the Tower 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.

16.2 Within five (5) Business Days of the receipt of the request for Modified Tower Equipment, SingTel must notify the Requesting Licensee whether its request for Modified Tower Equipment is accepted or rejected. If SingTel does not meet the timeframe under this clause 16.1(a), 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 Tower Equipment if SingTel reasonably believes that the replacement modification and rearrangement under the request for Tower 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.

- 16.3 If SingTel rejects the Requesting Licensee's request for Modified Tower Equipment under clause 16.1(a), the Requesting Licensee may submit a separate Tower Access Licence Request in respect of the Requesting Licensee's Modified Tower Equipment, which shall be processed by SingTel pursuant to this Schedule 5B.
- 16.4 Requests for additional tower space or Co-Location Space at tower sites shall be treated as a separate Tower Access Licence Request and the process of ordering and provisioning in this Schedule 5B shall apply.

**ANNEX 5B.1**

**LIST OF POSSIBLE TOWER SITE**

<b>Serial Number</b>	<b>Description of Tower Site</b>
1	Ayer Rajah Tower
2	Bedok Tower
3	Bukit Timah Hill Tower
4	P Ubin Tower
5	P Tekong Tower
6	P Sakra Tower
7	Sentosa Tower
8	Tuas Tower
9	Yio Chu Kang Radio Receiving Station Tower [To be decommissioned by August 2008]
10	Singapore Zoo Tower



**Annex 5B.2 : REQUEST FOR TOWER ACCESS LICENSE**

**REQUEST FOR TOWER ACCESS LICENSE**

**The Requesting Licensee**

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

**TOWER REQUIREMENTS**

Address of Tower 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 : \_\_\_\_\_

**CO-LOCATION SITE REQUIREMENTS**

Address of Co-location site : \_\_\_\_\_  
 Type of Equipment to be installed : \_\_\_\_\_ [Description/Manufacturer/Dimensions]  
 Co-Location Space Required : \_\_\_\_\_ [Dimensions and floor area to be occupied]  
 Power Requirements : \_\_\_\_\_  
 Floor Loading of Equipment : \_\_\_\_\_ [Weight of Equipment Fully Installed]  
 Capacity of Transmission /Sub Loop Tie-cable : \_\_\_\_\_ [Size and Pair]  
 Type of Fibre and its Diameter : \_\_\_\_\_ [Number of Fiber Strand & Cable Diameter]

**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 5B.3

SERVICE LEVEL GUARANTEES

1. REBATES FOR TOWER ACCESS LICENCE REQUEST TIMEFRAMES

<b>Missed notification timeframe as to whether Request for Tower Access Licence is accepted or rejected (clause 3.3) 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 Tower Access Licence Request following detailed processing (clause 3.5) 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 TOWER EQUIPMENT**

<b>Missed timeframe for processing of request for Modified Tower Equipment (clause 16.1) 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

**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 5B.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 5B.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.