

SCHEDULE 20

**LICENSING OF ACCESS TO MANDATED LICENSEE
INTERCONNECTION SERVICES**

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SCHEDULE 20

ACCESS TO MANDATED LICENSEE INTERCONNECTION SERVICES

1. SCOPE

- 1.1 This Schedule 20 sets out the terms and conditions under which NetLink Trust will provide the Mandated Licensee with access to NetLink Trust's Central Office Building lead-in facilities and in-building facilities such as cable tray, cable ladder, riser and cable bearer within NetLink Trust's Central Office Building, for the sole purpose of enabling the Mandated Licensees whose Mandated Licensee Interconnection Services can only be accessed at NetLink Trust's Central Offices to provide other FBO licensees with access to the Mandated Licensee's location within NetLink Trust's Central Office Building for the purpose of obtaining the Mandated Licensee Interconnection Services. NetLink Trust will provide the Mandated Licensee Interconnection Services, at the Mandated Licensee's request, in the form of either:
- (a) access from the CO Lead-in Manhole to the Mandated Licensee's location within NetLink Trust's Central Office 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 NetLink Trust's Central Office Building to which the other FBO licensee has already acquired access (the "**Requested Location**") to the Mandated Licensee's location within the same Central Office Building for the installation of the other FBO licensee's fibre cables.
- 1.2 This Schedule only applies to Mandated Licensees (as set out in Annex 20-1), who provide Mandated Licensee Interconnection Services and who require access at NetLink Trust's Central Office Building (as set out in Annex 20-2) for the purpose specified in clause 1.1 of this Schedule, and as may be varied by NetLink Trust from time to time with the approval of the Authority.
- 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 NetLink Trust under this Schedule, and the Charge is not defined under Schedule 15, the Mandated Licensee must pay all the reasonable costs incurred by NetLink Trust, subject to the following conditions:
- (a) the costs incurred by NetLink Trust will relate to the work that NetLink Trust needs to perform in order to provide the access;

- (b) before incurring the costs, NetLink Trust will provide the Mandated Licensee with prior reasonable notice that the Mandated Licensee's request requires NetLink Trust to undertake such work and such notice shall clearly and with sufficient detail set out the following:
 - (i) the reasonable costs which NetLink Trust seeks to recover from the Mandated Licensee in respect of the costs incurred by NetLink Trust (including a breakdown of the individual cost components and justification for incurring each cost component); and
 - (ii) based on the information set out in sub-clause (i) above, a binding quote to the Mandated Licensee in respect of the work to be undertaken by NetLink Trust which shall be valid for a period of five (5) Business Days from the date NetLink Trust notifies the quote to the Mandated Licensee;
 - (c) if the Mandated Licensee wishes to proceed with seeking access to NetLink Trust's Central Office Building, then the Mandated Licensee must provide NetLink Trust with its approval of the quotation in clause 1.3(b)(ii) within five (5) Business Days. If the Mandated Licensee does not notify NetLink Trust within that time period, or notifies NetLink Trust that it does not approve of the quotation within that time period, then NetLink Trust may suspend NetLink Trust'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 17.
- 1.4 NetLink Trust 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 NetLink Trust's control in NetLink Trust's Central Office Building other than to the extent that it is the result of a grossly negligent, wilful or reckless breach of this ICO Agreement by NetLink Trust.
- 1.5 The Mandated Licensee indemnifies NetLink Trust 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 NetLink Trust under clauses 4.2, 4.5, 5.1, 6.3, and 13.2 are subject to delays caused by events outside NetLink Trust's reasonable control, in which case such failure to meet the timeframes shall not constitute a breach of this ICO Agreement and clause 2.1 shall not apply, provided that NetLink Trust 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.

2. SERVICE LEVEL GUARANTEES

2.1 NetLink Trust will provide the Service Level Guarantees in respect of this Schedule as set out in Annex 20-3 of this Schedule. If NetLink Trust fails to meet any Service Level Guarantees applicable to this Schedule and such failure is solely caused by NetLink Trust, its contractors and/or suppliers, NetLink Trust will provide a remedy in the form of a rebate to the Mandated Licensee in accordance with:

- (a) Section 1 of Annex 20-3 and any terms and conditions contained in this Schedule in respect of timeframes for processing the request for access at NetLink Trust's Central Office;
- (b) Section 2 of Annex 20-3 and any terms and conditions contained in this Schedule in respect of Project Study timeframes;
- (c) Section 3 of Annex 20-3 and any terms and conditions contained in this Schedule in respect of timeframes for Site Preparation Work; and
- (d) Section 4 of Annex 20-3 and any terms and conditions contained in this Schedule in respect of timeframes for Modified Access.

2.2 A claim by the Mandated Licensee shall be made in writing within thirty (30) 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. NetLink Trust will respond within (30) Calendar Days from date of claim stating whether the claim by Mandated Licensee: (a) is valid for rebates; or (b) is an invalid claim. Where NetLink Trust assessed that the Mandated Licensee's claim is invalid, NetLink Trust will explain its basis or require the Mandated Licensee to provide additional information. For valid claims submitted within the timeframe, NetLink Trust shall provide the rebate in its next Invoice.

2.3 If the Mandated Licensee is entitled to a rebate pursuant to the claim made hereunder, the amount of the rebate will be credited into the Mandated Licensee's account after it has been processed by NetLink Trust and will be reflected in NetLink Trust's bill to the Mandated Licensee in accordance with NetLink Trust's billing cycle.

- 2.4 The guarantee and rebates provided by NetLink Trust are:
- (a) of an ex-gratia nature and personal to the Mandated Licensee and are non-transferable; and
 - (b) subject to this Schedule.
- 2.5 Despite anything to the contrary in this section, if the Mandated Licensee qualifies for any claim, NetLink Trust 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 or whether NetLink Trust is exempted from SLGs payment for a claim, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 17, or in the case of a Billing Dispute, in accordance with Schedule 16.
- 2.6 In addition to clause 1.6 and the specific terms and conditions of the Service Level Guarantees, the Service Level Guarantees shall not apply in any of the following circumstances:
- (a) access to NetLink Trust's Central Office is suspended under the terms and conditions of this Schedule or ICO Agreement, except where the suspension is due to NetLink Trust's fault;
 - (b) provision or restoration of access to NetLink Trust's Central Office where any site-coordination meeting, fault investigation, Joint Investigation Meeting or fault identification coordination meeting is involved, except where (a) the fault was caused by NetLink Trust; and (b) the Mandated Licensee has not contributed to any delay in setting up the meeting. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by NetLink Trust, the time taken from the start of arranging any site-coordination meeting, fault investigation, Joint Investigation Meeting or fault identification coordination meeting up to the end of the meeting, shall always be excluded;
 - (c) NetLink Trust is unable to obtain or maintain any licence or permission necessary to the provision or restoration of access to NetLink Trust's Central Office despite using its best endeavours to obtain expeditiously or maintain such licence or permission. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by NetLink Trust, the time taken by NetLink Trust to obtain or maintain any licence or permission necessary to the provision or restoration of the Licence(s) shall always be excluded. Provided that in the event that the Mandated Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to obtain or maintain the licence/permission, NetLink Trust will provide evidence that it has used such best endeavours;

- (d) delay in the provision or restoration of access to NetLink Trust's Central Office caused by events beyond the reasonable control of NetLink Trust and its suppliers and contractors;
 - (e) fault is reported by the Mandated Licensee but no fault is found or confirmed after due and careful investigation, and verification by NetLink Trust; or
 - (f) where any necessary permission is not granted by the relevant authorities, provided always that NetLink Trust has exercised its best endeavours to obtain expeditiously and/or maintain all such necessary permissions. In the event that the Mandated Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to obtain or maintain the permission, NetLink Trust will provide evidence that it has used such best endeavours.
- 2.7 If the Mandated Licensee disputes NetLink Trust's reason for rejection, its records and/or the amount of rebate, the Mandated Licensee shall not be entitled to be credited with any rebate until and unless the dispute has been resolved.
- 2.8 A failure by NetLink Trust to meet any Service Level Guarantee does not constitute a breach of the ICO Agreement or this Schedule.
- 2.9 The Mandated Licensee acknowledges that the relevant remedy provided under clause 2.1 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 NetLink Trust's sole and exclusive liability to the Mandated Licensee for such failure.

3. SERVICE DESCRIPTION AND ACCESS POINTS

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

4. ORDERING AND PROVISIONING PROCEDURE

4.1 The Mandated Licensee shall submit its Request for access at NetLink Trust's Central Office Building listed in Annex 20-2 using a Mandated Licensee Interconnection Services Request Form in the form of Attachment A 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 NetLink Trust's Central Office Building;
- (c) if the Mandated Licensee is requesting the Requested Location under clause 1.1(b), the specific location of the Requested Location within NetLink Trust's Central Office Building (at which the other FBO licensee has already acquired access); and
- (d) the Mandated Licensee's contact details.

4.2 Within one (1) Business Day of the date of receiving the Mandated Licensee Interconnection Services Request Form ("**Request Date**"), NetLink Trust 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 Mandated Licensee Interconnection Services Request Form. NetLink Trust shall recover the Mandated Licensee Interconnection Services Request Charge for the reasonable cost of processing the Mandated Licensee Interconnection Services Request Form as provided in Schedule 15, irrespective of the outcome of the Request. For the purposes of this Schedule 20, the Request Date shall be determined as follows:

- (a) if the Mandated Licensee Interconnection Services Request Form is received before 12 noon on a Business Day, the Request Date is the Business Day the Mandated Licensee Interconnection Services Request Form is received; or
- (b) if the Mandated Licensee Interconnection Services Request Form is received at or after 12noon on a Business Day, the Request Date is the next Business Day after the Business Day on which the Mandated Licensee Interconnection Services Request Form is received.

4.3 NetLink Trust may reject a Request if the Mandated Licensee Interconnection Services Request Form is not in the prescribed form or the Mandated Licensee Interconnection Services Request Form does not contain the required information.

4.4 Where NetLink Trust rejects the Request, NetLink Trust must provide reasons explaining the basis for its rejection.

- 4.5 If NetLink Trust notifies the Mandated Licensee that NetLink Trust has accepted the Request, NetLink Trust 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 NetLink Trust's Central Office Building will give rise to significant health, safety, technical or engineering issues.
- 4.6 The Mandated Licensee acknowledges that the access allocated and the actual placement of the other FBO licensee's fibre cable shall be determined by NetLink Trust.
- 4.7 NetLink Trust shall process all requests on a 'first come, first served' basis up to the maximum amount specified in clause 4.8.
- 4.8 NetLink Trust shall process a combined total of no more than three (3) Requests under Schedule 20 per week and any additional requests shall overflow to the next week. NetLink Trust shall inform the Mandated Licensee of that overflow within one (1) Business Day of the Request Date.
- 4.9 Each Request will be charged according to the Charges specified in Schedule 15. For the avoidance of doubt, the Request Charge is non-refundable regardless of the outcome of the Request.

5. PROJECT STUDY

- 5.1 Except where NetLink Trust has rejected a Request under clause 4.3 or 4.5, NetLink Trust 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 NetLink Trust the Project Study Charges specified in Schedule 15.
- 5.2 Following completion of the Project Study within the timeframe under clause 5.1, NetLink Trust 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 NetLink Trust;
 - (b) where necessary, the location of the designated CO Lead-in Manhole and the direction of the Connection Duct;
 - (c) the estimated length of the other FBO licensee's fibre cable required; and

- (d) the number of Business Days (which shall not exceed twenty-five (25) Business Days) reasonably expected to complete the Site Preparation Work.

5.3 NetLink Trust shall be entitled to levy and receive the Project Study Charges provided in Schedule 15 irrespective of whether the Mandated Licensee proceeds with the Request after completion of the Project Study.

6. SITE PREPARATION WORK

6.1 Within five (5) Business Days from the date of notification of the result of the Project Study under clause 5.2, 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. NetLink Trust shall use its reasonable endeavours to complete the Site Preparation Work within the estimated charges. If NetLink Trust's costs increase above NetLink Trust's estimate set out in the notice under clause 5.2(a) (as may be varied from time to time under this clause 6.1), NetLink Trust must as soon as possible provide the Mandated Licensee with a revised price estimate. NetLink Trust 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 NetLink Trust, then NetLink Trust may suspend the Site Preparation Work until the Mandated Licensee agrees to the revised price estimate. NetLink Trust shall complete the Site Preparation Work within the period advised under clause 6.3. If NetLink Trust is unable to complete the Site Preparation Work within the advised period, NetLink Trust 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), and subject to clause 2.6 above, NetLink Trust shall provide the Mandated Licensee with a remedy for the duration of the delay in accordance with clause 2.1(c).

6.2 Except where the Mandated Licensee requests access at NetLink Trust's Central Office Building for the purpose specified in clause 1.1(b), as part of the Site Preparation Work, NetLink Trust shall:

- (a) construct two (2) Connection Ducts from the designated CO Lead-in Manhole in the direction indicated in clause 5.2(b) for the Mandated Licensee to connect its ducts; and
- (b) construct the duct seal for the Connection Ducts constructed in the designated CO Lead-in Manhole.

6.3 NetLink Trust shall complete any Site Preparation Work within a period of twenty-five (25) Business Days of the date on which the Mandated Licensee notifies NetLink Trust under clause 6.1 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 6.1, if NetLink Trust is

not able to complete the Site Preparation Work within the timeframe under this clause 6.3, NetLink Trust shall inform the Mandated Licensee 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 2.1(c).

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

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

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

(a) the Standard Operating Procedures under Attachment B as amended by NetLink Trust from time to time; and

(b) the Physical Access Procedures under Attachment C as amended by NetLink Trust from time to time.

7.2 Subject to clauses 7.5 and 7.6, the Mandated Licensee shall install and terminate the other FBO licensee's fibre cable at the Mandated Licensee's cost and expense.

7.3 The Mandated Licensee shall pay NetLink Trust in accordance with Schedule 15:

(a) where applicable, the recurring Charges for the use of NetLink Trust's lead-in facilities; and

(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.

7.4 NetLink Trust shall determine the one-time Charges on a case-by-case basis in accordance with the relevant principles set out in the Code.

7.5 The Mandated Licensee should engage an installation provider for the purpose of installing the fibre cables, in which case the Mandated Licensee must request for physical access to NetLink Trust's Central Office Building under this Schedule.

- 7.6 The Mandated Licensee must obtain prior written approval from NetLink Trust in respect of the installation provider that the Mandated Licensee wishes to engage to install the fibre cables, which consent will not be unreasonably withheld.
- 7.7 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 mandated services equipment located within NetLink Trust's Central Office Building in accordance with the applicable terms of the relevant agreement between the other FBO licensee and NetLink Trust.
- 7.8 The Mandated Licensee must use, and procure that the other FBO licensee uses, the other FBO licensee's fibre cables installed pursuant to this Schedule only for the purpose specified in clause 1.1.
- 7.9 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 NetLink Trust's Central Office Building, the affected Mandated Licensees will bear the costs associated with such installation, proportionately based on each Mandated Licensee's usage, subject to the following conditions:
- (a) the costs incurred by NetLink Trust will relate to the work that NetLink Trust needs to perform in order to continue the licence for access;
 - (b) before incurring the costs, and subject to clause 7.10, NetLink Trust will provide the Mandated Licensee with one (1) month's prior notice and such notice shall clearly and with sufficient detail set out the reasonable costs which NetLink Trust seeks to recover from the Mandated Licensee in respect of the costs incurred by NetLink Trust (including a breakdown of the individual cost components, the justification for incurring each cost component); and
 - (c) the Mandated Licensee shall within five (5) Business Days confirm in writing that it agrees to pay the costs set out by NetLink Trust in clause 7.9(b), and such agreement is not to be unreasonably withheld.
- 7.10 If NetLink Trust 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 NetLink Trust Network, or personal injury, NetLink Trust 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.

8. TERM OF LICENCE

8.1 The term of the licence for access to NetLink Trust's Central Office 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 ICO Agreement until the earlier of any of the following events:

- (a) either party terminates access in accordance with clause 10 of this Schedule;
- (b) the NetLink Trust ICO is revoked by the Authority under clause 12.8 of the main body of the ICO Agreement;
- (c) the Authority removes the requirement for NetLink Trust to provide access to NetLink Trust's Central Office Building to Mandated Licensee under the NetLink Trust ICO or exempts NetLink Trust from providing access to NetLink Trust's Central Office Building to the Mandated Licensee under the ICO Agreement; or
- (d) subject to clause 8.2, the Mandated Licensee terminates the licence for access to NetLink Trust's Central Office Building by giving no less than one (1) month's prior notice.

8.2 The Mandated Licensee may terminate the licence for access to NetLink Trust's Central Office Building on less than one (1) month's prior written notice, provided that the Mandated Licensee shall be liable to NetLink Trust 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.

9. SUSPENSION

9.1 Subject to clause 11.2 of the main body of the ICO Agreement, NetLink Trust may suspend the licence for access to NetLink Trust's Central Office 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 NetLink Trust or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of NetLink Trust's Network.

9.2 Without prejudice to or limiting the exclusions or limitations of liability in this ICO Agreement, NetLink Trust shall not be liable to the Mandated Licensee for any Loss resulting from, or in connection with, suspension of access under this clause 9.

10. TERMINATION OF LICENCE

10.1 Subject to clause 12.3 of the main body of the ICO Agreement, NetLink Trust may immediately terminate a licence for access to NetLink Trust's Central Office Building under this Schedule if:

- (a) the Mandated Licensee is no longer an FBO;
- (b) the other FBO licensee is no longer an FBO;
- (c) in NetLink Trust's reasonable opinion, the Mandated Licensee is using the licence for access to NetLink Trust's Central Office Building, including using the fibre cables, in contravention of an applicable law, licence, code, regulation or direction and NetLink Trust 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;
- (d) the licence for access to NetLink Trust's Central Office Building, including using the fibre cables, causes or is likely to cause physical or technical harm to the NetLink Trust Network or NetLink Trust's Central Office Building, including but not limited to causing damage, interfering with or causing deterioration in the operation of the NetLink Trust Network;
- (e) the other FBO licensee's fibre cable is used for a purpose other than in accordance with this ICO Agreement;
- (f) the NetLink Trust Central Office Building has become unsafe for its purpose; or
- (g) NetLink Trust's right to own, maintain or operate the Central Office Building is revoked or terminates or expires.

10.2 Subject to clause 12.3 of the main body of the ICO Agreement, NetLink Trust may terminate a licence for access to NetLink Trust's Central Office Building under this Schedule by giving ten (10) Business Days' prior written notice to the Requesting Licensee 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 NetLink Trust.

10.3 If at any time during the term that the licence for access to NetLink Trust's Central Office Building is to be terminated because of the closure of that Central Office Building, NetLink Trust 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 NetLink

Trust's Central Office Building. In the event of a closure of a Central Office Building, NetLink Trust 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 costs associated with the closure of a Central Office Building. In the event that the Mandated Licensee requests assistance from NetLink Trust within thirty (30) Business Days after receiving a notice under this clause to provide an alternative solution to NetLink Trust's Central Office Building which is being terminated, NetLink Trust 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 NetLink Trust from terminating the licence for access to NetLink Trust's Central Office Building at the end of the six (6) month notice period under this clause provided that NetLink Trust has complied with this clause 10.3.

10.4 Subject to clause 12.3 of the main body of the ICO Agreement, either Party ("**Terminating Party**") may immediately terminate a licence for access to NetLink Trust's Central Office Building under this Schedule:

- (a) if the other Party is in breach of this Schedule or this ICO Agreement and the breach is a service-affecting breach, and such breach remains un-remedied for a period of seven (7) Calendar Days after receiving notice from the Terminating Party; or
- (b) if the other Party is in breach of this Schedule or this ICO Agreement and 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), and such breach remains un-remedied for a period of fourteen (14) Calendar Days after receiving notice from the Terminating Party.

10.5 Upon termination of the licence for access to NetLink Trust's Central Office Building under this Schedule, any physical access granted to NetLink Trust's Central Office Building shall also be terminated.

11. RESPONSIBILITIES OF PARTIES ON TERMINATION OR EXPIRY OF LICENCE

11.1 Upon expiry or termination of the licence for access to NetLink Trust's Central Office Building:

- (a) the Mandated Licensee must discontinue the use of access to NetLink Trust's Central Office Building and remove the other FBO licensee's fibre cable from NetLink Trust's Central Office Building immediately; and
- (b) NetLink Trust shall reinstate NetLink Trust's Central Office 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 NetLink Trust's Central Office Building is a direct result of NetLink Trust's decommissioning of NetLink Trust's Central Office Building under this Schedule.

- 11.2 If the Mandated Licensee fails to discontinue the access to NetLink Trust's Central Office Building and remove the other FBO licensee's fibre cable under clause 11.1, NetLink Trust shall remove the other FBO licensee's fibre cable and reinstate NetLink Trust's Central Office Building to its original condition. The Mandated Licensee shall pay to NetLink Trust all reasonable costs associated with the work undertaken by NetLink Trust including the disposal of the other FBO licensee's fibre cable. In such event, the Mandated Licensee shall have no claim whatsoever against NetLink Trust related to or in connection with the work undertaken by NetLink Trust.

12. SUB-LICENSING

- 12.1 The Mandated Licensee must not assign the licence in respect of, or sub-let, the access to NetLink Trust's Central Office Building without prior notice to NetLink Trust.

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

- 13.1 Subject to clauses 7.5 and 7.6, 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 NetLink Trust's Central Office Building, with such works to be carried out by an installation provider ("**Modified Access**"), the Mandated Licensee must submit a Request in respect of that Modified Access. 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 NetLink Trust's Central Office Building;
- (d) the other FBO licensee's fibre cable to be replaced, modified, rearranged, removed or installed;
- (e) any assistance required from NetLink Trust (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 NetLink Trust plant or equipment; and
- (g) any other information which the Mandated Licensee believes would be useful to NetLink Trust in assessing the Mandated Licensee's request.

13.2 Within five (5) Business Days of the receipt of the Request for Modified Access, NetLink Trust must notify the Mandated Licensee whether its Request for Modified Access is accepted or rejected. If NetLink Trust does not meet the timeframe under this clause 13.2, and subject to clause 2.6 above, it shall provide the Mandated Licensee with a remedy for the duration of the delay in accordance with clause 2.1(d). NetLink Trust may reject the Request for Modified Access if NetLink Trust reasonably believes that:

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

13.3 If NetLink Trust rejects the Mandated Licensee's request for Modified Access under clause 13.2, the Mandated Licensee may submit a separate Mandated Licensee Interconnection Services Request Form in respect of the Mandated Licensee's requirement, which shall be processed by NetLink Trust pursuant to this Schedule.

13.4 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 NetLink Trust's Central Office Building shall be submitted to NetLink Trust using a Mandated Licensee Interconnection Services Request Form in the form of Attachment A. NetLink Trust will use reasonable endeavours to process and complete the Project Study within fifteen (15) Business Days from the date of receiving the Mandated Licensee's Request. The Mandated Licensee shall pay NetLink Trust, in accordance with Schedule 15:

- (a) the one-time Charges for the processing of the request;
- (b) the Project Study Charges;
- (c) where applicable, the recurring Charges for the use of NetLink Trust's lead-in facilities; and

- (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.

ANNEX 20-1: LIST OF MANDATED LICENSEES

List of Mandated Licensees

1. Singapore Telecommunications Limited

**ANNEX 20-2: NETLINK TRUST CENTRAL OFFICE BUILDINGS WITHIN WHICH
MANDATED LICENSEES PROVIDE MANDATED LICENSEE INTERCONNECTION
SERVICES**

**List of NetLink Trust Central Office Buildings within which Mandated Licensees Provide
Mandated Licensee Interconnection Services**

1. Ang Mo Kio Telephone Exchange
2. Ayer Rajah Telephone Exchange
3. Bedok Telephone Exchange
4. Bukit Panjang Telephone Exchange
5. East Telephone Exchange
6. Jurong West Telephone Exchange
7. Tampines Telephone Exchange

ANNEX 20-3: SERVICE LEVEL GUARANTEES

Service Level Guarantees

1. Rebates for Request timeframes

| Missed notification timeframe as to whether Request is accepted or rejected (clause 4.2) 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 4.5) 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 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 |

3. Rebates for Site Preparation Work timeframes

| Missed timeframe for completion of Site Preparation Work (clause 6.3) 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 |

4. Rebates for Modified Access request timeframes

| Missed timeframe for processing of request for Modified Access (clause 13.2) by: | Rebate |
|-----------------------------------------------------------------------------------------|---------------|
|-----------------------------------------------------------------------------------------|---------------|

ANNEX 20-3: SERVICE LEVEL GUARANTEES

| | |
|----------------------------|---------------------------------------------------|
| 1-30 Calendar Days | Number of days of delay x weekly recurring Charge |
| More than 30 Calendar Days | 30 x weekly recurring Charge |

**ATTACHMENT A: REQUEST FOR ACCESS TO MANDATED LICENSEE
INTERCONNECTION SERVICES**

Request for Access to Mandated Licensee Interconnection Services

| | | |
|----------------------------------------------------|-------|-----------------------------------------------------------------|
| Name of Mandated Licensee | : | _____ |
| Date of Application: | _____ | Application Reference Number: _____ |
| Name of Central Office Building | : | _____ |
| Type of Access Required | : | [From CO Lead-in Manhole / In-building] _____ |
| Mandated Licensee's Location | : | [Location within NetLink Trust's Central Office Building] _____ |
| Other FBO licensee's Requested Location | : | [Location within NetLink Trust's Central Office Building] _____ |
| Number, Type & Diameter of Fibre Cables | : | [Number of Fibre Cables & Cable Diameter] _____ |

| | |
|----------------------------------------------------------------------|------------------------------|
| On Behalf of Mandated Licensee | |
| Sign | : _____ |
| Name of Mandated Licensee: | _____ |
| | [Company Name] |
| Name | : _____ |
| Designation | : _____ |
| Department | : _____ |
| Contact Number | : _____ |
| Company Stamp | : |
| Email Address | : _____ |
| NetLink Trust's Reply To The Mandated Licensee | |
| <input type="checkbox"/> Application Returned – incomplete/illegible | |
| <input type="checkbox"/> Not Approved | Reason for Rejection : _____ |
| <input type="checkbox"/> Approved | NetLink Trust Approval |
| | Code: _____ |

**ATTACHMENT A: REQUEST FOR ACCESS TO MANDATED LICENSEE
INTERCONNECTION SERVICES**

On Behalf Of NetLink Trust

Sign : _____

Contact Number : _____

Name : _____

Email Address : _____

Processing Status

Received Date : _____

Queue Status : _____

Processed Date : _____

ATTACHMENT B: STANDARD OPERATING PROCEDURES

Standard Operating Procedures

1. Roles and Duties

1.1 Supervisor

- 1.1.1 The supervisor shall provide guidance and advice to his workers on the general safety requirements and any other particular safety measures required at a specific site and/or project.
- 1.1.2 The supervisor must ensure that compliance with safety requirements is strictly observed.
- 1.1.3 The supervisor must be familiar with all safety practices and procedures.
- 1.1.4 Proper personal protective equipment such as safety helmets, safety belts, etc. must be issued when necessary for use.
- 1.1.5 Every accident/injury should be reported immediately to NetLink Trust appointed site supervisor.
- 1.1.6 For minor injuries, ensure that the injured receives first aid attention, even for the smallest wound.
- 1.1.7 For serious injuries, identify and isolate the cause of accident immediately, and render first aid treatment by a trained first aider. Notify NetLink Trust appointed site supervisor immediately for the necessary follow-up action.

2. Safety Instructions to be strictly adhered to

- 2.1 Personnel working at the hoist area, especially the contractor's worker-in-charge of securing equipment must wear safety belt (to be supplied by their own contractor) or any other personal protective equipment (PPE) as maybe necessary.
- 2.2 During lunch break, no contract worker shall remain on top of the frame on the cable trough and there will be no hoisting but the contractor's workers are free to carry out other works, e.g. packing in the work area.
- 2.3 All contract workers shall adhere to strict instructions from the staff of NetLink Trust.
- 2.4 No materials are to be temporarily stored at the hoist area and passageways.

ATTACHMENT B: STANDARD OPERATING PROCEDURES

2.5 All debris must be removed from the Central Office Building daily.

3. General exchange regulation

3.1 Every worker is expected to:

- (a) comply with instruction, both verbal and written
- (b) follow safety, housekeeping and other rules
- (c) be courteous
- (d) be punctual
- (e) have a decent haircut

3.2 It is an offence to:

- (a) listen in to or interfere with telephone conversations or tamper with circuitry or any other equipment in the Central Office Building
- (b) disclose official documents or information
- (c) remove NetLink Trust and/or its tenants' property without proper authorisation
- (d) smoke within prohibited areas
- (e) gamble, sleep or be engaged in any other unauthorized activity in the Central Office Building
- (f) commit any act of vandalism
- (g) be within Central Office Building premises and prohibited areas (e.g. power room, MDF Room) after duty hours
- (h) be within Central Office Building premises and prohibited areas (e.g. MDF Room) when not required to go there to work
- (i) consume food and drinks within prohibited areas
- (j) bring any unauthorised receivers, transmitters and tape recorders into Central Office Building or any prohibited areas.

4. General Safety work procedures

4.1 Housekeeping

4.1.1 All workers must clean up their work place at the end of each Business Day.

4.2 Proper Attire

4.2.1 Female workers are advised to refrain from wearing loose clothing, for example skirts or baju kurong.

ATTACHMENT B: STANDARD OPERATING PROCEDURES

4.3 Personal Protective Equipment

- 4.3.1 Wear safety helmets during the recovery of ironworks, racks, cutting of cables and hoisting work.
- 4.3.2 Wear gloves when handling rough or sharp materials.

4.4 Working with Ladders

- 4.4.1 Ladders shall be securely fixed or placed on level ground so as to prevent slipping or falling.
- 4.4.2 Do not stand on the top two steps of a ladder exceeding 3m height (standing on top of a ladder is dangerous).
- 4.4.3 Do not leave tools on the ladder. Use tool bags or pockets where appropriate.
- 4.4.4 Do not over reach from a ladder or lean too far out. Move the ladder close to the work.
- 4.4.5 Do not repair damage or worn-out ladders. Any such ladders should be returned to store for replacement.
- 4.4.6 Do not place boxes on top of ladders and/or platforms for doing work.
- 4.4.7 Ensure that travelling ladders are securely locked before stepping on to the ladder steps.
- 4.4.8 Do not jam the locking device of the travelling ladder with wedges.
- 4.4.9 Always face a ladder when climbing or descending.
- 4.4.10 In positioning the ladder, make sure that electric power lines are not in the way.
- 4.4.11 When working atop a ladder placed in front of the door, ensure that it is locked.
- 4.4.12 Refrain from working under ladders.

4.5 Handling of Equipment and Tools

- 4.5.1 Be thoroughly familiar with the operational procedures of electrical appliances before use.
- 4.5.2 Inspect tools before you use them– broken, cracked or worn out tools are unsafe.

ATTACHMENT B: STANDARD OPERATING PROCEDURES

- 4.5.3 Use the correct tool intended for a particular job.
- 4.5.4 After the usage of any tool, it must be returned to the toolbox in its original position.
- 4.5.5 Inspect all electrical tools/equipment for damaged insulation, loose wires and proper connections before use.
- 4.5.6 Electrical supply to the electrical tools/equipment must be switched off and the plugs disconnected when not in use.
- 4.5.7 If any work is to be carried out on live electrical parts, disconnect the power supply.
- 4.5.8 Never throw tools from one person to another especially when working at heights.
- 4.5.9 Do not run or leave electrical wire/cable across passageways, wet surfaces and on sharp edges.

5. Dos and Don'ts for Fire Prevention

5.1 DO

- 5.1.1 DO familiarise yourself with the location of fire alarm buttons, fire extinguishers and hoses in your work area and the operation of the extinguishing system e.g., halon gas.
- 5.1.2 DO familiarise yourself with the Fire Evacuation Routes in your work area.
- 5.1.3 DO ensure that all electrical appliances and equipment are in good working condition and are maintained by authorised personnel.
- 5.1.4 DO mop spilt oil, solvent, varnish or flux off the floor.
- 5.1.5 DO dispose waste into the dustbins or other receptacles provided and empty them regularly.
- 5.1.6 DO remove combustibles away from the work areas when they are not in use.
- 5.1.7 DO attack the fire from the windward side with the firefighting aid. By so doing, the wind will carry the flame with smoke and fumes away from the firefighters and at the same time, carry the extinguishing agent into the fire.
- 5.1.8 DO familiarise yourself with the use of safety breathing apparatus.

ATTACHMENT B: STANDARD OPERATING PROCEDURES

5.2 DON'T

- 5.2.1 DON'T smoke in any Central Office Building/workshop areas and any other areas designated "No Smoking".
- 5.2.2 DON'T empty the waste from an ash tray into any receptacle containing combustible materials.
- 5.2.3 DON'T overload any power point with electrical appliances or equipment.
- 5.2.4 DON'T replace any blown fuse with one of more than the specified rating.
- 5.2.5 DON'T store any flammable material/liquid (varnish or solvent) below or near any main electrical switchbox or heat source.
- 5.2.6 DON'T accumulate waste and packing materials at the work areas.
- 5.2.7 DON'T leave solvent, varnish, flux, alcohol or other flammable liquids in the open without any lid on the container.
- 5.2.8 DON'T open or break windows or doors when an area is filled with smoke due to combustion except to avoid suffocation.
- 5.2.9 DON'T walk upright in a room filled with smoke due to combustion. Crawl out of the affected area through the nearest exit.
- 5.2.10 DON'T use water or any soda acid extinguisher to put out electrical, oil or liquid fires as these will not put out the fire but help to spread the fire and pose electrocution risks.
- 5.2.11 DON'T discard solvent, thinner or alcohol into the waste bin. Use proper containers with lids for its disposal.
- 5.2.12 DON'T leave unattended any hot soldering iron or other 'live' electrical appliances.
- 5.2.13 DON'T obstruct the passageways, walkways, corridors and fire exit door, and fire-fighting and fire detection equipment/installation.

ATTACHMENT C: PHYSICAL ACCESS PROCEDURES

Physical Access Procedures

General

1. The Mandated Licensee shall provide to NetLink Trust a master list of persons nominated by it to have physical access to the Central Office Building in accordance with the prescribed form in Attachment D in this Schedule. The master list shall contain, without limitation, for each person, the following details:
 - (a) Full name;
 - (b) Company name / Mandated Licensee's / Contractor name;
 - (c) Last 4 alphanumeric characters of the NRIC, FIN, or Passport no. (whichever applies);
 - (d) Contact no.; and
 - (e) Email address.
2. The master list provided under paragraph 1 shall be maintained and updated by the Mandated Licensee and a new master list provided to NetLink Trust whenever any amendments are made to the master list. NetLink Trust may charge an administrative Charge for processing and updating its master list.
3. The Mandated Licensee shall ensure that its work men listed in the master list are either Singaporeans, or Singapore Permanent Residents, or holders of valid work permits.
4. No person will be permitted physical access to the Central Office Building without being nominated on the master list under paragraph 1 and without a current valid Letter of Authorisation per Attachment F.

Physical Access Request

5. Subject to paragraphs 10 to 15, where the Mandated Licensee wishes to obtain physical access to the Central Office Building, it must submit a request in writing in accordance with the prescribed form in Attachment E to the designated contact points of the Central Office Building, not less than twenty-four (24) hours before the requested physical access date. The request must contain, without limitation:
 - (a) the purpose for which physical access is requested;
 - (b) the identity of the senior person who will be present and who will be responsible for the persons who will be physically accessing the facility;
 - (c) a complete list of the persons (limited to a maximum of eight (8)) who may be physically accessing the facility on the relevant date of access, from which list a

ATTACHMENT C: PHYSICAL ACCESS PROCEDURES

- maximum of four (4) persons will be confirmed as being the persons who will be undertaking the physical access in accordance with paragraph 6;
- (d) a copy of a valid foreign worker's work permit if such person is neither a Singaporean nor a Singapore Permanent Resident; and
 - (e) an estimate of the time during which, physical access is requested.
6. No later than the day on which physical access to the Central Office Building has been granted but prior to physical access actually being granted, the Mandated Licensee must notify NetLink Trust the names of up to four (4) person(s) from the list in the request made under paragraph 5 who will actually be physically accessing the Central Office Building.
7. NetLink Trust shall, upon receipt of the request under paragraph 5, advise the Mandated Licensee of whether the request for physical access has been approved.
8. Where NetLink Trust approves a request for physical access, the Mandated Licensee will comply with the terms and conditions set out in paragraphs 18 to 27 of this Attachment.
9. The Mandated Licensee must notify NetLink Trust as soon as possible (but in any event, within six (6) hours of the time approved for physical access) of any change or cancellation to time of the request for physical access.

Emergency Physical Access Request

10. The Mandated Licensee shall submit to NetLink Trust for approval, a list of designated senior personnel contained on the master list who are authorized to request emergency physical access.
11. In the event of an emergency where physical access is required by the Mandated Licensee to address the emergency situation, the Mandated Licensee must first obtain NetLink Trust's consent for access by telephone using the designated telephone number of the contact point of the Central Office Building. If NetLink Trust grants the Mandated Licensee with emergency access, the Mandated Licensee must provide NetLink Trust, via email, a confirmation of emergency access in writing by the Business Day that follows the granting of such access.
12. The verbal and written emergency physical access request and confirmatory email address under paragraph 11 must specify, without limitation, for each person, the following details:
- (a) full name;
 - (b) the full name of the requesting party;
 - (c) Last 4 alphanumeric characters of the NRIC, FIN or Passport no. (whichever applies);

ATTACHMENT C: PHYSICAL ACCESS PROCEDURES

- (d) a copy of a valid foreign worker's work permit if such person is neither a Singaporean nor a Singapore Permanent Resident;
 - (e) contact number;
 - (f) email address;
 - (g) details of the emergency situation (whether it is service affecting or non-service affecting);
 - (h) the identity of the senior person who will be present and who will be responsible for the persons who will be accessing the Central Office Building;
 - (i) a complete list of the persons (limited to a maximum of four (4)) who will be accessing the Central Office Building on the relevant occasion of emergency access; and
 - (j) an estimate of the time during which, physical access is requested.
13. NetLink Trust shall upon receipt of the request advise the Mandated Licensee of whether the request for physical access has been approved.
14. Where NetLink Trust approves a request for physical access, the Mandated Licensee will comply with the terms and conditions set out in paragraphs 18 to 27 of this Attachment.
15. Where, in an emergency situation, both NetLink Trust and the Mandated Licensee require physical access to undertake corrective action, NetLink Trust shall have priority.

Rejection of Physical Access Request

16. NetLink Trust may reject a request for physical access other than a bona fide emergency physical access request under paragraphs 5 to 9 or revoke an approval for physical access where:
- (a) the request is not in the prescribed form and does not contain all the required information;
 - (b) the persons listed on the request do not appear on the master list or NetLink Trust has advised that the person(s) listed have been barred either by NetLink Trust or the relevant authorities;
 - (c) any person listed on the request is not Singaporean, Singapore Permanent Resident or a holder of a valid foreign worker's work permit;
 - (d) NetLink Trust has scheduled work for the time specified by the Mandated Licensee in the request;

ATTACHMENT C: PHYSICAL ACCESS PROCEDURES

- (e) NetLink Trust determines that the physical access or work to be performed by the Mandated Licensee as specified in the request may breach paragraph 19 of this Attachment;
 - (f) NetLink Trust determines that the physical access may jeopardize or interfere with the integrity of NetLink Trust's Network, facilities, equipment or plant or create a security risk;
 - (g) NetLink Trust determines that the area is unsafe; or
 - (h) the Mandated Licensee is in breach of this Schedule and such breach continues and remains unremedied at the time of the request for physical access.
17. If NetLink Trust rejects a request for physical access under paragraph 16, NetLink Trust shall provide the Mandated Licensee with its reasons for rejection.

Conditions of Physical Access

18. NetLink Trust may refuse any person physical access to, or require that person to be removed from a Central Office Building where:
- (a) that person cannot, upon request, produce a current valid Letter of Authorisation and any identification card which is issued by NetLink Trust;
 - (b) NetLink Trust has previously notified the Mandated Licensee of problems with that person (e.g. the person has breached safety requirements or Standard Operating Procedures);
 - (c) the person has been barred under paragraph 24;
 - (d) where in the opinion of NetLink Trust, the person's action may cause damage to NetLink Trust's properties or may compromise or threaten the safety within the premises; or
 - (e) the person loiters around NetLink Trust's premises other than the space for which physical access is granted for permitted works to be carried out.
19. The Mandated Licensee must not do or omit to do anything in connection with gaining physical access to the Central Office Building which may:
- (a) threaten the safety of NetLink Trust's employees, customers or third persons;

ATTACHMENT C: PHYSICAL ACCESS PROCEDURES

- (b) interfere physically or electrically with the delivery of M&E services supplied or to be supplied by NetLink Trust;
 - (c) threaten the security of the Central Office Building; or
 - (d) cause damage to the Central Office Building.
20. The Mandated Licensee must ensure that:
- (a) physical access is gained through the specified entry;
 - (b) only persons with a current and valid Letter of Authorisation can gain physical access;
 - (c) physical access is gained only to the Central Office Building or part thereof or which approval has been granted;
 - (d) each person gaining physical access shall comply with all the check-in procedures such as exchanging their identity cards or work permits for the “V” or “C” identification cards or such as may be implemented by NetLink Trust from time to time and signing a log book at the security post in which is recorded the full name of the person, last 4 alphanumeric characters of the NRIC, FIN or Passport no. (whichever applies), contact no., date and time of entry and departure from the facility;
 - (e) the applicable Standard Operating Procedures and any written instructions are followed;
 - (f) the Central Office Building is left in a safe and tidy condition; and
 - (g) the Mandated Licensee’s senior person informs NetLink Trust when work has been completed and all Mandated Licensee personnel have left the facility.
21. A representative of NetLink Trust may attend and specify an entry to the Central Office Building and verify that the Mandated Licensee complies with the conditions of physical access. The cost of such attendance shall be borne by the Mandated Licensee.
22. No still, motion or digital cameras, film, negatives, tape or digital recorders, explosives, inflammables, cigarettes, lighters and equipment with electromagnetic emissions or radiation are allowed in the Central Office Building.

ATTACHMENT C: PHYSICAL ACCESS PROCEDURES

23. Where, for whatever reason, the Mandated Licensee decides that a person nominated by it under paragraph 1 should no longer be permitted physical access it must immediately notify NetLink Trust and provide an updated master list.
24. Without prejudice to any other rights NetLink Trust may have (whether under contract, at law, or inequity), where the Mandated Licensee:
 - (a) gains unauthorised entry to the Central Office Building or part thereof; or
 - (b) uses, or attempts to use, the Letter of Authorisation for any purpose other than the purpose for which approval was granted,physical access may be immediately terminated and the person(s) will hence forth be barred from entering any facilities of NetLink Trust.
25. The Mandated Licensee must not grant a third person physical access to the Central Office Building without authorised approval from NetLink Trust.
26. For non-emergency physical access requests, the Mandated Licensee's access for works to be carried out inside the Central Office Building shall be limited to weekdays during office hours, from Monday to Friday; from 9.00a.m. to 5.00p.m., with a 1 hour lunch break, unless prior arrangement has been made and approved by NetLink Trust. In the case of emergency access, NetLink Trust shall provide twenty-four (24) hours access seven (7) days a week.
27. The Mandated Licensee shall report to the police and NetLink Trust for any loss of identification card and bear the cost and expense for the replacement of the card.

Compliance with the Workplace Safety and Health Act (Chapter 354A)

28. The Mandated Licensee will procure that itself and its contractors, when accessing the NetLink Trust premises, will comply with the following:
 - (a) the necessary responsibilities and obligations under the Workplace Safety and Health Act (Chapter 354A), and any subsequent amendment thereof; and
 - (b) all relevant instructions or requirements issued by the Authority or any other Government Agency from time to time with regard to safety at the workplace.

ATTACHMENT D: MASTER LIST FOR PHYSICAL ACCESS TO CENTRAL OFFICE BUILDING

Master List for Physical Access to Central Office Building

| S/n | Name | Company Name/ Mandated Licensee Contactor Name | NRIC / FIN / Passport No. ¹ | Contact Tel No. | Email Address |
|-----|-----------------------------|------------------------------------------------|----------------------------------------|-----------------|------------------------------------------------------------------------------|
| 1 | Richard Tan | Requesting Licensee A | 567C | 68888999 | Richard.tan@yahoo.com.sg |
| 2 | Yeh Sing Ping | Pipe Construction Pte Ltd | 444A | 67777788 | Sp.yeh@pipeconstruction.com |
| | Two examples for reference. | | | | |

¹ Note: only last 4 alphanumeric characters required

ATTACHMENT E: REQUEST FOR PHYSICAL ACCESS TO CENTRAL OFFICE BUILDING

Request for Physical Access to Central Office Building

The Mandated Licensee

Date of Application: _____ Application Reference Number _____

Approval for Physical Access is sought for the purpose of:

_____ [Emergency/Service Affecting/Non-Service Affecting/Normal Access]

Address of Central Office Building: _____

Requested Date/Time of Access : _____

Estimated Duration of Access : _____

Name of Person(s) for which Physical Access is requested. (Please attach separate sheet if space is insufficient.)

1. _____ [Name of Senior Person & NRIC / FIN / Passport No.¹ (where applicable)]

2. _____ [Name & NRIC / FIN / Passport No.¹ (where applicable)]

3. _____ [Name & NRIC / FIN / Passport No.¹ (where applicable)]

4. _____ [Name & NRIC / FIN / Passport No.¹ (where applicable)]

¹ Note: only last 4 alphanumeric characters required

On Behalf of the Mandated Licensee

Sign : _____

Name of Mandated Licensee: _____

Name : _____

[Company Name]

Designation : _____

Department : _____

Contact Number: _____

Company Stamp: _____

Email Address : _____

NetLink Trust's Reply to the Mandated Licensee

Application returned - incomplete/illegible

Not Approved Reason for Rejection: _____

Approved subject to details and conditions given in the attached Letter of Authorisation

Alternative Date and Time NetLink Trust Approval Code: _____

**ATTACHMENT E: REQUEST FOR PHYSICAL ACCESS TO CENTRAL OFFICE
BUILDING**

| | |
|-----------------------------------|-----------------------|
| On Behalf of NetLink Trust | |
| Sign: _____ | Contact Number: _____ |
| Name: _____ | Email Address: _____ |
| Date: _____ | |

Received Date: _____ Queue Status: _____ Processed Date: _____

ATTACHMENT F: LETTER OF AUTHORISATION FOR PHYSICAL ACCESS TO CENTRAL OFFICE BUILDING

LETTER OF AUTHORISATION FOR PHYSICAL ACCESS TO CENTRAL OFFICE (CO) BUILDING

This Letter of Authorisation is issued in conjunction with the final approval given to the request application via reference _____ date _____

It must be carried in the possession of the senior person at all time during the duration of access granted within the Central Office Building as indicated below.

Location within Central Office Building granted for access:

Name of Person(s) granted to access:

1. _____ [Name of Senior Person & NRIC/FIN/Passport No.¹]
2. _____ [Name & NRIC/FIN/Passport No.¹]
3. _____ [Name & NRIC/FIN/Passport No.¹]
4. _____ [Name & NRIC/FIN/Passport No.¹]

¹ Note: only last 4 alphanumeric characters required

Approved Date of Access : _____

Approved Time of Access : _____

Approved Duration of Access: _____

On Behalf of NetLink Trust

Sign: _____ Contact Number: _____

Name: _____

Date: _____

ATTACHMENT G: REQUEST FOR ACCESS TO COMMON AREAS

REQUEST FOR ACCESS TO COMMON AREAS

| | |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Mandated Licensee | |
| Date of Application: _____ | Application Reference Number: _____ |
| Request for Physical Access to common areas is sought for the purpose of Access to Mandated Licensee Interconnection Services | |
| Address of Central Office Building : [Address /Building Name] | |
| Type of Equipment to be installed : [Description/Manufacturer/Dimensions] | Path |
| of Conducting Media (to attach detailed plans) : [to attach detailed plan] | Point |
| A (Equipment) : [Location] | |
| Point B (Equipment) : [Location] | |
| Floor Loading of Equipment : [Equipment loading & layout] | |
| On Behalf of the Mandated Licensee | |
| Sign : _____ | Name of Mandated Licensee: _____ |
| Name : _____ | [Company Name] |
| Designation : _____ | |
| Department : _____ | |
| Contact Number: _____ | Company Stamp : _____ |
| Email Address : _____ | |
| NetLink Trust's Reply to the Mandated Licensee | |
| <input type="checkbox"/> | Application returned–incomplete/illegible |
| <input type="checkbox"/> | Not Approved |
| <input type="checkbox"/> | Reason for Rejection |
| _____ | Approved |
| | Approval Code _____ |
| On Behalf of NetLink Trust | |
| Sign : _____ | Contact Number : _____ |
| Name : _____ | Email Address : _____ |
| Processing Status | |
| Received Date : _____ | Queue Status : _____ |
| | Processed Date : _____ |