

APPENDIX 7

REQUIRED MODIFICATIONS TO SCHEDULE 5 OF SINGTEL'S RIO

SCHEDULE 5A – MODIFICATION REQUIRED

PLEASE SEE GENERAL REQUIREMENTS APPLICABLE TO SCHEDULE 5A SET OUT IN APPENDIX 1 AND SPECIFIC REQUIREMENTS SET OUT IN IDA'S ANNOTATIONS BELOW.

SCHEDULE 5A

**LICENSING OF LEAD-IN DUCT AND ITS ASSOCIATED LEAD-IN
MANHOLES**

CONTENTS

SCHEDULE 5A - LICENSING OF LEAD-IN DUCT AND ITS ASSOCIATED LEAD-IN MANHOLES

1.	SCOPE	1
2.	AVAILABILITY OF BUILDING LEAD-IN DUCT/LEAD-IN MANHOLE	3
3.	ORDERING AND PROVISIONING PROCEDURE	6
4.	STUDIES	9
5.	DELIVERY	11
6.	CABLE PULLING	14
7.	REPLACEMENT OR ADDITION OF UNDERGROUND EQUIPMENT	20
8.	ACCESS TO BUILDING LEAD-IN DUCT THROUGH SINGTEL'S LEAD-IN MANHOLE	21
9.	STANDARD TERMS AND CONDITIONS	22
10.	ACCESS AND APPROVALS REQUIRED	24
11.	UNAUTHORISED ACCESS TO SINGTEL'S UNDERGROUND PLANT	24
12.	PHYSICAL ACCESS PROCEDURE	27
13.	PROTECTION AND SAFETY	27
14.	MARKING OF UNDERGROUND EQUIPMENT	29
15.	REQUESTING LICENSEE RIGHTS	29
16.	TERM OF LICENCE	29
17.	SUSPENSION	31
18.	TERMINATION OF LICENCE	33
19.	EXPIRY OF TERM OF LICENCE	37
20.	SUB-LICENSING	39
	ANNEX A - SOP ON PREVENTION OF DAMAGE TO BUILDING LEAD-IN DUCT AND ITS ASSOCIATED LEAD-IN MANHOLE	40
	ANNEX B - PHYSICAL ACCESS PROCEDURE FOR LEAD-IN MANHOLE	43
	ANNEX C - STANDARD OPERATING PROCEDURES FOR WORKING IN MANHOLE AND CABLE PULLING	51

SCHEDULE 5A

LICENSING OF LEAD-IN DUCT AND ITS ASSOCIATED LEAD-IN MANHOLES

1. SCOPE

CLAUSES 1.1 AND 1.2 – MODIFICATION REQUIRED

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with a licence for the use of Building Lead-in Ducts and their associated Lead-in Manholes as requested by the Requesting Licensee for the sole purpose of the Requesting Licensee providing telecommunication services to the Requesting Licensee's Customers.
- 1.2 The Requesting Licensee may seek a licence with respect to available Building Lead-in Duct and its associated Lead-in Manhole owned by SingTel subject to:
- (a) the use by the Requesting Licensee of the Building Lead-in Duct and its associated Lead-in Manhole to be for the sole purpose of the Requesting Licensee providing telecommunication services to the Requesting Licensee's Customer; and
 - (b) the terms and conditions of this Schedule.

Clauses 1.1 and 1.2(a) restrict a Requesting Licensee from using Building Lead-in Ducts and their associated Lead-in Manholes obtained under Schedule 5A for the purpose of providing telecommunication services to itself. IDA's view is that there is no justification for such a restriction. Given that a Requesting Licensee is able to obtain Building Lead-in Ducts and their associated Lead-in Manholes to provide telecommunication services to other FBOs, SBOs and End Users, there is no basis to restrict the Requesting Licensee from similarly doing so for itself. Accordingly, IDA directs SingTel to modify Clauses 1.1 and 1.2(a) to delete the phrase "to the Requesting Licensee's Customer".

- 1.3 This Schedule only applies to Requesting Licensees who are FBOs.

CLAUSES 1.4 AND 1.5 – MODIFICATION REQUIRED

Please refer to Paragraph 3 of Appendix 1. Arising from IDA's requirement for SingTel to incorporate service level guarantees for each service and effective remedies for failure to comply with such guarantees (including service standards and timeframes for pre-provisioning, provisioning and fault rectification), IDA directs SingTel to propose for IDA's approval, the necessary consequential amendments to Clauses 1.4 and 1.5 to comply with IDA's requirements in relation to the service level guarantees and remedies that SingTel must provide under each schedule.

- 1.4 (a) The timeframes in this Schedule relating to pre-provisioning work to be undertaken by SingTel under clauses 4.2, 5.1 and 6.4 (such as the completion of project studies and the assessment of applications) are subject to delays caused by events outside SingTel's reasonable control, in which case SingTel may extend these timeframes for a period equal to the period of such delays.
- (b) For the avoidance of doubt, a failure to meet these timeframes caused by events outside SingTel's reasonable control does not constitute a breach of this Schedule or this RIO Agreement.
- 1.5 (a) If SingTel fails to meet any timeframes in this Schedule relating to provisioning work to be undertaken by SingTel under clause 5.5, and the failure to meet the timeframe is solely caused by SingTel, SingTel shall provide a remedy to the Requesting Licensee.
- (b) Such remedy will be in the form of a credit to the Requesting Licensee of the recurring Charges payable for the delayed services over a period equal to the period of the delay.
- (c) The Requesting Licensee acknowledges that this remedy 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 provisioning timeframes and shall be SingTel's sole and exclusive liability to the Requesting Licensee for such failure.

2. AVAILABILITY OF BUILDING LEAD-IN DUCT/LEAD-IN MANHOLE

2.1 SingTel will provide a licence of Building Lead-in Duct and its associated Lead-in Manhole to the Requesting Licensee on a per Building Lead-in Duct basis.

CLAUSE 2.2 – MODIFICATION REQUIRED

IDA directs SingTel to modify Clause 2.2 to incorporate IDA’s requirements, as annotated below.

2.2 For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of Building Lead-in Duct and its associated Lead-in Manhole:

- (a) SingTel’s reasonably anticipated requirements in the next one (1) year for the Building Lead-in Duct and its associated Lead-in Manhole for the provision to itself and its Customers;
- (b) SingTel’s reasonably anticipated requirements in the next one (1) year for the Building Lead-in Duct and its associated Lead-in Manhole for operations and maintenance purposes;

IDA notes that the availability of Building Lead-in Ducts and their associated Lead-in Manholes are limited in relation to any building and that these facilities are operationally difficult to replicate given the nature of the civil works involved and resource constraints in existing buildings. IDA further notes that SingTel has a universal service obligation to provide public basic telecommunication services and in doing so, SingTel must meet IDA’s QoS for service provisioning and fault restoration timeframes. Consequently, IDA recognises that in order for SingTel to provide and restore public basic telecommunication services within such timeframes, it is reasonable for SingTel to reserve some capacity in its Building Lead-in Ducts. However, any such consideration must be carefully balanced against the requirements of Requesting Licensees to access SingTel’s Building Lead-in Ducts to provide telecommunication services, especially since Building Lead-in Ducts are generally bottleneck facilities. Therefore, IDA’s policy position is to allow SingTel to reserve one Building Lead-in Duct per associated Lead-in Manhole for its own purposes. Subject to SingTel’s right to reserve one Building Lead-in Duct per associated Lead-in Manhole, SingTel must allow Requesting Licensees to obtain Building Lead-in Ducts from SingTel based on equivalent eligibility criteria and manner of allocation as it

would apply to itself. Accordingly, IDA directs SingTel to delete Clauses 2.2(a) and 2.2(b) in their entirety. Instead, in making available Building Lead-in Ducts to Requesting Licensees under Schedule 5A, SingTel may exclude its one reserved duct from the assessment of availability. For the avoidance of doubt, in relation to any associated Lead-in Manhole where there is no available existing duct for SingTel to set aside for reservation, SingTel must not require the Requesting Licensees using the existing ducts to surrender the use of the ducts in order to enable SingTel to reserve one duct. To guard against any abuse, IDA may conduct an audit from time to time and/or impose regulatory safeguards. IDA also reserves the right to review and remove SingTel's right to reserve one Building Lead-in Duct per associated Lead-in Manhole.

- (c) the Requesting Licensee and other Licensee's requirements (including for operations and maintenance purposes) which have been ordered but not yet delivered or which have been provided;
- (d) security and confidentiality requirements or restrictions imposed on SingTel by Governmental Agencies or Customers;

SingTel Comments: Clause 2.2(d)

SingTel notes that some Customers, such as foreign embassies, impose certain restrictions on the availability and use of Building Lead-in Duct and its associated Lead-in Manhole in order to prevent or minimise the possibility of any security breach in respect of telecommunication services that are provided to that Customer. Clause 2.2(d) has been amended on this basis.

SingTel is proposing amendments to Clause 2.2(d) to expand the scope of its application to "restrictions" and "Customers". Customers have the ability to control access to their premises. IDA will not permit SingTel to impose any unjustified restriction on the availability of Building Lead-in Ducts and their associated Lead-in Manholes, to the detriment of Requesting Licensees. Accordingly, IDA rejects SingTel's proposed amendments to Clause 2.2(d).

- (e) whether SingTel has plans or otherwise proposes to Decommission the Building Lead-in Duct or its associated Lead-in Manhole;

IDA's position is that SingTel should only reject a request for Building Lead-in Duct and its associated Lead-in Manhole which has been earmarked by SingTel for decommissioning, if such decommissioning will occur within a reasonable timeframe

of 6 months from the date of request. The Requesting Licensee should be given the flexibility to decide if it is feasible to obtain the Building Lead-in Duct and its associated Lead-in Manhole for the period prior to 6 months from the actual decommissioning. IDA considers such a qualification of 6 months to be necessary and reasonable because it balances both the Requesting Licensee's and SingTel's interests: on one hand, the Requesting Licensee is assured that SingTel cannot reject a request for the Building Lead-in Duct and its associated Lead-in Manhole in circumstances where it only has a remote plan to decommission the Building Lead-in Duct and its associated Lead-in Manhole without any firm timeframes; on the other hand, SingTel retains a fair amount of operational and business flexibility in deciding how to manage its Building Lead-in Duct and its associated Lead-in Manhole. Accordingly, IDA directs SingTel to modify Clause 2.2(e) to incorporate the requirements specified.

- (f) security and confidentiality requirements imposed on SingTel by the building owner and the Requesting Licensee has not obtained the necessary permission, wayleave or access approval; or
- (g) reasonable requirements or restrictions imposed by SingTel in relation to access to SingTel buildings.

SingTel has proposed new Clauses 2.2(f) and 2.2(g). IDA's position is that the Requesting Licensee's responsibility to obtain any necessary approval for access and any reasonable requirements imposed by SingTel for access, are irrelevant considerations in determining availability of the Building Lead-in Duct and its associated Lead-in Manhole at the application stage. SingTel has a regulatory obligation under the Code 2005 to offer to provide the Building Lead-in Duct and its associated Lead-in Manhole, and SingTel must do so where it has availability. These proposed considerations are only relevant in the process of physical provisioning of the Building Lead-in Duct and its associated Lead-in Manhole. In this respect, should the Requesting Licensee subsequently fail to obtain any necessary approval thereby preventing SingTel from physically provisioning the Building Lead-in Duct and its associated Lead-in Manhole, SingTel will have recovered the applicable Charges for processing the Requesting Licensee's application. In any event, SingTel has also not provided any justification for the inclusion of these new clauses. Accordingly, IDA rejects SingTel's proposed new Clauses 2.2(f) and 2.2(g).

3. ORDERING AND PROVISIONING PROCEDURE

CLAUSE 3.1 – MODIFICATION REQUIRED

3.1 This Ordering and Provisioning Procedure applies to the existing Building Lead-in Duct and its associated Lead-in Manhole where the Building Lead-in Duct is currently not being used for any other purpose in SingTel’s Network at the time of a request under clause 3.2.

Clause 3.1 qualifies that the Ordering and Provisioning Procedure only applies to Building Lead-in Duct that is “currently not being used for any other purpose”. It is uncertain as to what SingTel considers to be “currently not being used for any other purpose”. In this respect, IDA’s position is that any assessment of availability must be made under Clause 2.2 only. Accordingly, unless SingTel is able to provide IDA with satisfactory justification for retaining Clause 3.1, IDA directs SingTel to delete Clause 3.1 in its entirety.

3.2 The Requesting Licensee shall submit its Request for Building Lead-in Duct and its associated Lead-in Manhole in the form of Annex D on a Business Day (**Request Date**).

CLAUSE 3.3 – MODIFICATION REQUIRED

3.3 Where the requested number of Building Lead-in Ducts and ducts to be connected to SingTel’s Lead-in Manhole exceed one (1), SingTel may reasonably determine the number of licences of Building Lead-in Ducts and their associated Lead-in Manholes based on the number of cables to be installed at the Building Lead-in Duct and its associated Lead-in Manhole as notified to SingTel under clause 3.2.

For the purposes of facilitating the efficient use, and ensuring availability to other Requesting Licensees, of SingTel’s Building-Lead in Ducts, SingTel may reasonably determine the number of ducts to be licensed to a Requesting Licensee. However, SingTel’s allocation must be based on a set of objective standards. For this reason, IDA directs SingTel to modify this Clause 3.3 to clarify that it will determine the allocation of licences under this Clause in an efficient manner. At the minimum, SingTel must provide the objective bases upon which it will determine allocation.

- 3.4 SingTel shall process all Requests for Building Lead-in Duct and its associated Lead-in Manhole on a “first come first served” basis up to the maximum amount specified in clause 3.5.

SingTel Comments: Clause 3.3

SingTel has introduced clause 3.3 to ensure the efficient utilisation of resources by SingTel.

CLAUSE 3.5 - MODIFICATION REQUIRED

- 3.5 SingTel shall process a combined total of no more than one (1) Request for Building Lead-in Duct and its associated Lead-in Manhole from all Licensees per week and any subsequent Requests for Building Lead-in Duct and its associated Manhole received in that week shall overflow to the next week.

SingTel Comments: Clause 3.4

SingTel has committed actual resources to process the anticipated four applications per Business Day for the last 3 years since the IDA’s last audit. The level of resources made available by the IDA in accordance with the requirements set out in Schedule 5A is disproportionate to the level of demand for Lead-in Ducts and Lead-in Manholes.

SingTel has amended clause 3.4 to reflect actual demand by Requesting Licensees for Lead-in Ducts and Lead-in Manholes. It also ensures an efficient allocation of resources by SingTel, as SingTel’s allocation of resources will be based on actual demand for Lead-in Ducts and Lead-in Manholes.

SingTel proposes to reduce the total number of applications that SingTel must process each Business Day, on the basis that the level of resources it has committed is disproportionate to the level of demand. IDA’s position is that notwithstanding historical demand, SingTel must maintain the number of applications it is committed to process in order to provide for the situation where demand rises. Further, taking into account SingTel’s experience in implementing the RIO since 2001, IDA would expect SingTel to be more efficient in processing applications. Therefore, SingTel should be able to reduce the amount of resources committed to meet its obligation in Clause 3.4, while maintaining the number of applications it is to process. Accordingly, IDA rejects SingTel’s proposed reduction from the current 4 applications per Business

Day to 1 application per week. Notwithstanding, IDA reserves the right at any time to review and adjust the number of applications that SingTel must process.

SingTel Comments: Former Clause 3.5

SingTel has deleted the former clause 3.5 to streamline the ordering and provisioning process in relation to the licensing of Lead-in Ducts and Lead-in Manholes as required by the IDA (IDA Letter to SingTel, 21 February 2005, page 1).

- 3.6** The Requesting Licensee shall pay the application fee specified in Schedule 9 regardless of whether its Request for Building Lead-in Duct and its associated Lead-in Manhole is successful or not.

CLAUSES 4 AND 5 – MODIFICATION REQUIRED

IDA is of the view that the existing procedures set out in Clauses 4 and 5 are cumbersome and can be significantly streamlined to provide for a more efficient process. IDA directs SingTel to modify Clauses 4 and 5 to incorporate the following general requirements and the specific requirements annotated below:

- (a) *Within 1 Business Day of the date of receiving the Request for Building Lead-in Duct and its associated Lead-in Manhole (“Request Date”), SingTel must notify the Requesting Licensee whether its application is accepted or rejected. In this respect, SingTel may only reject the application for the following reasons:*
- (i) *the Requesting Licensee is not an FBO;*
 - (ii) *the Request for Building Lead-in Duct and its associated Lead-in Manhole is not in the prescribed form;*
 - (iii) *the Request for Building Lead-in Duct and its associated Lead-in Manhole does not contain all the required information; or*
 - (iv) *SingTel has plans or otherwise proposes to decommission the Building Lead-in Duct or its associated Lead-in Manhole within 6 months of the date of the Request for Building Lead-in Duct and its associated Lead-in Manhole (under Clause 2.2(e)).*

Where SingTel rejects the application, SingTel must provide reasons explaining the basis for rejection. IDA considers the timeframe of 1 Business Day to be reasonable given that the basis for determining acceptance or

rejection would be apparent on the face of the application. In the event that the maximum capacity of the overflow specified in Clause 3.5 is reached, SingTel may overflow the applications to the next Business Day but SingTel must inform the Requesting Licensee of the overflow within 1 Business Day of the Request Date.

- (b) In the case where SingTel notifies the Requesting Licensee of acceptance, SingTel must complete the desk study to ascertain whether the Building Lead-in Duct and its associated Lead-in Manhole are available as determined in accordance with Clause 2.2 (except that the consideration in Clause 2.2(e) on decommissioning shall not apply), and notify the Requesting Licensee of in-principle approval (“In-Principle Approval”) or rejection within 5 Business Days from the Request Date. Where SingTel notifies the Requesting Licensee that the Building Lead-in Duct and its Associated Lead-in Manhole are unavailable, SingTel must: (i) provide an explanation of why it has determined these facilities to be unavailable; and (ii) where available, propose alternative Building Lead-in Ducts and associated Lead-in Manholes to the Requesting Licensee.*
- (c) Within 5 Business Days from the date of notification of SingTel’s In-Principle Approval, SingTel must complete the Project Study and notify the Requesting Licensee of its final approval (“Final Approval”) or rejection. The Project Study must include a joint site survey to be conducted by SingTel and the Requesting Licensee to enable SingTel and the Requesting Licensee to jointly assess the physical availability of the requested Building Lead-in Duct and its associated Lead-in Manhole or the alternative Building Lead-in Duct and its associated Lead-in Manhole proposed by SingTel (as the case may be).*
- (d) The Requesting Licensee shall provide its agreement to proceed with the construction of the Connection Duct within 5 Business Days from the Final Approval.*

4. STUDIES

- 4.1** Following receipt of a Request for Building Lead-in Duct and its associated Lead-in Manhole, SingTel will perform a desk study in respect of the Building Lead-in Duct and its associated Lead-in Manhole to ascertain whether the Building Lead-in Duct and its associated Lead-in Manhole are available (as determined in accordance with clause 2.2) on a preliminary basis.

- 4.2** Following completion of the desk study, SingTel will notify the Requesting Licensee of either its in-principle approval (**In-Principle Approval**) or rejection of the Request for Building Lead-in Duct and its associated Lead-in Manhole within ten (10) Business Days from the Processing Date. If the Request for Building Lead-in Duct and associated Lead-in Manhole is rejected, SingTel shall provide the reasons for such rejection to the Requesting Licensee.
- 4.3** SingTel may reject a Request for Building Lead-in Duct and its associated Lead-in Manhole if:
- (a) the Requesting Licensee is not an FBO;
 - (b) the Request for Building Lead-in Duct and its associated Lead-in Manhole is not in the prescribed form;
 - (c) the Request for Building Lead-in Duct and its associated Lead-in Manhole does not contain all the required information;
 - (d) the Request for Building Lead-in Duct and its associated Lead-in Manhole is not available as determined under clause 2; or
 - (e) SingTel does not have any Building Lead-in Duct in the area where the Request for Building Lead-in Duct and its associated Lead-in Manhole is requested.
- 4.4** The Requesting Licensee acknowledges that grants by SingTel of the In-Principle Approval does not mean that SingTel is obliged to ensure that the Building Lead-in Duct and its associated Lead-in Manhole will be available at the required time, or to reserve the Building Lead-in Duct and its associated Lead-in Manhole.
- 4.5** Following the grant by SingTel of In-Principle Approval, SingTel shall initiate a Project Study on the availability (as determined in accordance with clause 2.2) of Building Lead-in Duct and its associated Lead-in Manhole. The Requesting Licensee agrees to pay the Project Study Charge specified in Schedule 9, regardless of whether the Request for Building Lead-in Duct and its associated Lead-in Manhole is successful.

SingTel Comments: Clause 4.5

SingTel has deleted the former clause 4.5 and amended clause 4.5 to further streamline the ordering and provisioning process in relation to the licensing of Lead-in Ducts and Lead-in Manholes as required by the IDA (IDA Letter to SingTel, 21 February 2005, page 1).

5. DELIVERY

- 5.1** SingTel will complete a Project Study within twenty (20) Business Days from the notification of its In-Principle Approval under clause 4.2.
- 5.2** On completion of the Project Study, SingTel shall notify the Requesting Licensee whether the Building Lead-in Duct and its associated Lead-in Manhole is available or not, and shall provide the reasons for such unavailability to the Requesting Licensee.

CLAUSE 5.3 – MODIFICATION REQUIRED

- 5.3** If the Building Lead-in Duct and its associated Lead-in Manhole is available, SingTel shall notify the Requesting Licensee of its final approval (**Final Approval**) together with the following information:
- (a) Lead-in Manhole number and location;
 - (b) the estimated date of provision;
 - (c) the estimated Charges that SingTel would incur in the provision of the Connection Duct consisting of:
 - (i) laying of Connection Duct;
 - (ii) printing of site plan;
 - (iii) constructing duct seal for the Connection Duct(s);
 - (iv) share of costs of Lead-in Manhole; and
 - (v) additional labour costs.

SingTel has specified a Charge in Schedule 9 to recover the cost of construction of the Connection Duct. In carrying out construction of the Connection Duct, SingTel can only recover the specified Charge. There is no basis for SingTel to qualify that the specified Charge is an estimate of the construction costs and thereby seek to recover any additional costs beyond the specified Charge when carrying out the construction. Accordingly, IDA directs SingTel to modify Clause 5.3 (and Clause 5.6) to incorporate the requirements specified.

SingTel Comments: Clause 5.3

SingTel incurs additional labour costs in the provision of Lead-in Ducts and Lead-in Manholes, and wishes to provide transparency in its pricing by signalling these costs to Requesting Licensees.

- (d) the number of Building Lead-in Ducts and Connection Ducts approved;
- (e) the Building Lead-in Ducts allocated (on a Lead-in Manhole fan-out diagram) to the Requesting Licensee; and
- (f) direction and location of the Connection Duct.

5.4 The Requesting Licensee shall provide its agreement to proceed with the construction of Connection Duct within five (5) Business Days from the Final Approval and its agreement to pay the estimated Charges to be incurred in the construction of Connection Duct. If the Requesting Licensee does not respond within this period, its Request for Building Lead-in Duct and its associated Lead-in Manhole will be deemed to be cancelled.

CLAUSE 5.5 - MODIFICATION REQUIRED

5.5 Upon receipt of the Requesting Licensee's agreement, SingTel shall construct the Connection Duct within twenty-five (25) Business Days or such longer time if SingTel notifies the Requesting Licensee.

To ensure transparency and certainty, IDA considers it reasonable to require SingTel to specify a timeframe in Clause 5.5 by which Requesting Licensee can expect the construction of the Connection Duct to be completed, and to clarify the circumstances in which SingTel may extend the applicable timeframe. For this purpose, IDA directs SingTel to modify Clause 5.5 to incorporate the following requirements:

- (a) *SingTel must complete construction of the Connection Duct within a shorter timeframe. In this regard, IDA considers a period of 15 Business Days to be reasonable. SingTel must also provide that if it fails to meet this specified timeframe, it must provide a remedy to the Requesting Licensee under Clause 1.5 for the period of the delay.*
- (b) *In addition, at any time where SingTel has reason to believe that it will not be able to complete construction of the Connection Duct within the specified timeframe, SingTel must notify the Requesting Licensee as soon as practicable (in any case before the expiry of the timeframe specified in (a) above) and provide a deadline by which construction will be completed. SingTel must also clarify that any such extension of the time is subject to the remedy provisions in Clause 1.5, in the event that SingTel fails to meet the extended timeframe.*

CLAUSE 5.6 – MODIFICATION REQUIRED

- 5.6 SingTel shall use its best endeavours to construct the Connection Duct within its price estimate. SingTel may provide the Requesting Licensee with a revised estimate of costs from time to time due to circumstances beyond its control. SingTel may suspend construction under this clause until the Requesting Licensee agrees to the revised estimate.

Please refer to IDA’s annotations to Clauses 5.3 and 5.5 above. Accordingly, IDA directs SingTel to modify Clause 5.6 to incorporate the requirements set out in IDA’s annotations to Clauses 5.3 and 5.5 above.

CLAUSE 5.7 - MODIFICATION REQUIRED

- 5.7 SingTel will advise the Requesting Licensee when the construction of Connection Duct is completed (**Completion Date**). The Requesting Licensee shall connect its duct to the Connection Duct within twenty-five (25) Business Days from the Completion Date. If the Requesting Licensee does not connect its duct to the Connection Duct within this period, the Requesting Licensee’s Request for Building Lead-in Duct and its associated Lead-in Manhole will lapse. If the Requesting Licensee’s failure to complete connection 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 (**Extension Period**). 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 twenty-five (25) Business Day period. If the Requesting Licensee does not connect its duct to the Connection Duct within the Extension Period, the Requesting Licensee's Request for Building Lead-in Duct and its associated Lead-in Manhole will lapse.

For clarity and certainty, IDA directs SingTel to modify Clause 5.7 to provide that SingTel must respond to a request for extension of time for installation within 2 Business Days from the date of receipt of such a request.

SingTel Comments: Clause 5.6

SingTel has amended clause 5.6 to further streamline the ordering and provisioning process in relation to the licensing of Lead-in Ducts and Lead-in Manholes as required by the IDA (IDA Letter to SingTel, 21 February 2005, page 1).

5.8 The Requesting Licensee shall inform SingTel when the connection of its duct to the Connection Duct is completed.

6. CABLE PULLING

CLAUSE 6.1 - MODIFICATION REQUIRED

6.1 The Requesting Licensee shall submit to SingTel its request to physically access SingTel's Lead-in Manhole for the pulling of cables through the Building Lead-in Duct and its associated Lead-in Manhole at least ten (10) Business Days in advance and in any case, within thirty (30) Business Days from the Completion Date. If the Requesting Licensee does not apply for cable installation in accordance with this clause, its Request for Building Lead-in Duct and its associated Lead-in Manhole will lapse.

IDA has received feedback from the industry that the requirement in Clause 6.1 for Requesting Licensees to submit their requests for physical access at least 10 Business Days before the commencement of cable pulling is unreasonably long. IDA agrees that such a requirement imposes an unreasonable restriction on the Requesting Licensee's cable pulling preparations. Accordingly, IDA directs SingTel to modify Clause 6.1 to provide for a shorter timeframe and in this respect, IDA considers 5 Business Days to be reasonable.

6.2 In its request under clause 6.1, the Requesting Licensee shall specify:

- (a) the identity of the senior person who will be present;
- (b) the list of staff, contractors or agent that would be physically accessing SingTel's Lead-in Manhole for cable installation works;
- (c) the cable installation time table specifying the date(s) and an estimate of the duration which cable pulling work is requested;
- (d) the location and/or site plan of the Building Lead-in Duct and its associated Lead-in Manhole to which cable pulling is requested;

CLAUSE 6.2(e) - MODIFICATION REQUIRED

- (e) the number of cables to be installed at the Building Lead-in Duct and its associated Lead-in Manhole, the cable type, gauge and number of cable pairs of each cable (**Underground Equipment**);

The information requested for appears to be specific to only copper cables (i.e. “gauge and number of cable pairs” are terminologies that are specific to only copper cables). In order to provide for a neutral term that applies to all types of cables (for example, copper, fibre and co-axial), IDA directs SingTel to modify Clause 6.2(e) by referring to the “cable type” and “size” only.

- (f) the cable installation plan specifying the installation method and the position of each cable in the Lead-in Manhole fan-out diagram; and

CLAUSE 6.2(g) - MODIFICATION REQUIRED

- (g) detailed work method statement (including how the Requesting Licensee can prevent damage to SingTel's existing cables found inside the Lead-in Manhole) for cable and sub-duct pulling for SingTel's approval.

IDA is of the view that it is impractical to require the Requesting Licensee to provide the work method statement required under Clause 6.2(g), given that the Requesting Licensee will not be familiar with SingTel's existing cables located in the Lead-in Manhole. At the same time, IDA recognises SingTel's concern to ensure that

Requesting Licensees carry out work in a careful manner so as to avoid any damage to SingTel's cables. Accordingly, IDA directs SingTel to modify Clause 6.2(g) by removing the obligation for the Requesting Licensee to submit to SingTel a work method statement. Alternatively, SingTel may propose for inclusion in Schedule 5A, a standard work method statement that Requesting Licensees must comply with when carrying out works on cables and sub-duct pulling.

6.3 The Requesting Licensee must not commence the cable installation until it has received SingTel's approval for the cable installation.

CLAUSE 6.4 - MODIFICATION REQUIRED

6.4 Within five (5) Business Days of the receipt of request submitted under clause 6.1, SingTel shall review the submitted request and state whether cable installation is approved on the requested date and duration or not.

IDA considers a period of 5 Business Days for SingTel to approve cable installation to be unreasonably long for a straightforward process. Taking into account SingTel's experience in implementing the RIO since 2001, IDA would expect SingTel to be more efficient in processing applications. Accordingly, IDA directs SingTel to modify Clause 6.4 to adopt 2 Business Days.

CLAUSE 6.5 - MODIFICATION REQUIRED

6.5 If SingTel notifies the Requesting Licensee of its approval for the cable installation request under clause 6.4, the Requesting Licensee shall complete the installation of the Underground Equipment in the Building Lead-in Duct and its associated Lead-in Manhole within twenty-five (25) Business Days of SingTel's approval. 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 (**Extension Period**). 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 twenty-five (25) Business Day period. If the Requesting Licensee does not complete the cable installation within the Extension Period, the Requesting Licensee's Request for Building Lead-in Duct and its associated Lead-in Manhole will lapse.

SingTel Comments: Clause 6.5

SingTel has amended clause 6.5 to further streamline the ordering and provisioning process in relation to the licensing of Lead-in Ducts and Lead-in Manholes as required by the IDA (IDA Letter to SingTel, 21 February 2005, page 1).

For clarity and certainty, IDA directs SingTel to modify Clause 6.5 to provide that SingTel must respond to a request for extension of time for installation within 2 Business Days from the date of receipt of such a request.

CLAUSE 6.6 - MODIFICATION REQUIRED

6.6 Where approval is withheld, or amendments are required by SingTel, SingTel shall propose an alternative installation schedule to the Requesting Licensee. The Requesting Licensee shall pay SingTel the Charges for the processing of the application for cable installation under clause 6.1 regardless of whether the application is successful or not.

To facilitate effective implementation of the procedures in Clause 6 as well as to prevent unnecessary delay and disputes, IDA requires SingTel to consult the Requesting Licensee prior to proposing an alternative installation schedule under Clause 6.6 so as to ensure that such alternative schedule is mutually acceptable to both parties. IDA directs SingTel to modify Clause 6.6 to incorporate the requirements specified.

CLAUSE 6.7 - MODIFICATION REQUIRED

6.7 If the Requesting Licensee cancels or postpones the cable installation date, it shall pay SingTel a cancellation charge and any other charges for the work that SingTel incurred up to the point the request is cancelled.

IDA does not permit SingTel to recover any “charge” other than those approved by IDA under Schedule 9. However, IDA will permit SingTel to recover reasonable costs incurred arising from the Requesting Licensee’s cancellation or postponement of the cable installation. IDA directs SingTel to modify Clause 6.7 to incorporate the requirements specified.

CLAUSE 6.8 - MODIFICATION REQUIRED

6.8 The Requesting Licensee must request physical access in accordance with the Physical Access Procedures in Annex B to SingTel's Lead-in Manhole five (5) Business Days before the cable installation date as specified in the approved installation plan.

IDA notes that the requirement to submit a physical access request is already specified in Clause 6.1. Accordingly, this Clause 6.8 is redundant and IDA directs SingTel to delete it in its entirety.

6.9 The Requesting Licensee shall notify SingTel on completion of the cable installation under this clause and submit to SingTel within ten (10) Business Days from its completion of cable installation, the work completion report which comprises of the following:

- (a) the Lead-in Manhole number;
- (b) start date and time where physical access to SingTel's Lead-in Manhole is carried out;
- (c) end date and time where physical access to SingTel's Lead-in Manhole is carried out;
- (d) photographs of the Lead-in Manhole side wall showing the entry and the exit position of the cables inside the Lead-in Manhole and the Duct(s) used;
- (e) photograph(s) of the cable(s) showing the way the cable was installed in the Lead-in Manhole. The cables should have been installed with sufficient slack and the cable identification code should be clearly labelled on the cable sheath;
- (f) photograph(s) of the duct seal inside the Lead-in Manhole showing that the duct seal was properly sealed; and
- (g) photograph(s) of the Lead-in Manhole cover showing that the Lead-in Manhole cover is properly closed after the physical access. The Lead-in Manhole cover is properly closed if it is flush with its frame and the existing ground level when closed. The Lead-in Manhole number should also be clearly printed.

CLAUSE 6.10 - MODIFICATION REQUIRED

6.10 If the Requesting Licensee fails to submit its work completion report in accordance with clause 6.9, SingTel shall proceed with the verification of work completion after the expiry of the timeframe in clause 6.5 or on completion of the cable pulling date whichever is the earlier. The reasonable cost incurred will be recovered from the Requesting Licensee.

IDA considers it reasonable that the Requesting Licensee be permitted to request for an extension of time to submit its work completion report in cases where the delay in submission is occasioned by events outside the Requesting Licensee's reasonable control. In this respect, SingTel must not unreasonably withhold granting request for extension of time and must respond to the Requesting Licensee within 2 Business Days from the date of receipt of the request. Accordingly, IDA directs SingTel to modify Clause 6.10 to incorporate the requirements specified.

CLAUSE 6.11 - MODIFICATION REQUIRED

6.11 If any photograph provided in the work completion report is not clear or, in SingTel's view, not adequate to demonstrate that the installation of the cable is installed in accordance with the installation plan and the Standard Operating Procedures contained in Annexes A and C, SingTel shall, within ten (10) Business Days from the receipt of the report, reject the submission and require the Requesting Licensee to re-submit the work completion report within ten (10) Business Days from the date SingTel informs the Requesting Licensee of its rejection, failing which SingTel shall proceed with the verification of work completion and take such corrective action necessary. SingTel shall recover the reasonable cost incurred from the Requesting Licensee.

In determining whether a photograph is adequate to demonstrate that the installation is in accordance with the installation plan and Standard Operating Procedures, SingTel must exercise its discretion reasonably. Accordingly, IDA directs SingTel to qualify this Clause 6.11 by inserting the word "reasonable" before the word "view".

CLAUSE 6.12 – MODIFICATION REQUIRED

6.12 SingTel may at its own discretion, carry out an inspection to confirm that the installations conform to the approved installation plans and the Standard Operating Procedures. Where the inspection reveals that the installation does not

conform to the approved installation plan, SingTel shall inform the Requesting Licensee to reinstall or take other corrective action within a reasonable time as required by SingTel, but in any event within ten (10) Business Days. The Requesting Licensee shall bear all costs for reinstallation and corrective action, and the costs incurred by SingTel for inspection of the corrective action and installation. If the Requesting Licensee fails to take appropriate corrective action, SingTel may withdraw physical access or undertake the appropriate corrective action and recover the reasonable cost from the Requesting Licensee accordingly.

IDA will not permit SingTel to raise a Requesting Licensee's costs without legitimate justification. Therefore, SingTel must not require a Requesting Licensee to reinstall or take other corrective action because the installation does not conform to the approved installation plan, unless such non-conformity is "significant" and "which disadvantages SingTel or jeopardises SingTel's plants". Accordingly, IDA rejects SingTel's proposed deletion of the above qualifications in Clause 6.12. In addition, SingTel must qualify that any costs to be recovered must be reasonable.

PROPOSED DELETION OF CLAUSE 6.13 – REINSTATEMENT REQUIRED

SingTel has proposed the deletion of the existing Clause 6.13. In IDA's view, the Requesting Licensee must be allowed to cancel any request or approval for sharing the Building Lead-in Duct and its associated Lead-in Manhole. To compel provisioning of bottleneck facilities on a Requesting Licensee which no longer requires such facilities would be economically wasteful and inefficient. Further, as SingTel will be compensated for processing such cancellation, as well as the reasonable cost that it had incurred up to the point of cancellation, such a process for cancellation is fair and reasonable. In the premises, IDA rejects SingTel's proposed deletion of Clause 6.13.

7. REPLACEMENT OR ADDITION OF UNDERGROUND EQUIPMENT

CLAUSES 7.1 AND 7.2 – MODIFICATION REQUIRED

7.1 If the Requesting Licensee wishes to replace, modify or rearrange existing Underground Equipment located in the Building Lead-in Duct and its associated Lead-in Manhole or to install additional Underground Equipment in the Building Lead-in Duct and its associated Lead-in Manhole that do not require the licence of additional Building Lead-in Duct or construction of additional Connection Duct, the Requesting Licensee must submit a request under clause 6 in respect of the

replacement, modification, rearrangement or addition of Underground Equipment. The Requesting Licensee shall pay the costs incurred by SingTel in processing an application.

- 7.2** Where the replacement, modification, rearrangement or addition of Underground Equipment requires the construction of an additional Connection Duct or licence of additional Building Lead-in Duct, the Requesting Licensee may also submit a request under clause 3.2.

IDA requires SingTel to clarify the applicable procedures and timeframes by which SingTel will process a Requesting Licensee's request for replacement, modification or rearrangement of Underground Equipment. In this respect, it is uncertain as to which sub-clauses in Clause 6 apply. In any event, the applicable procedures and timeframes must be sufficiently streamlined to enable a Requesting Licensee to make its request and for SingTel to process the request in an efficient and expedient manner. Accordingly, IDA directs SingTel to modify Clauses 7.1 and 7.2 to incorporate the requirements specified.

In addition, any reasonable cost which SingTel seeks to recover for processing such request is subject to IDA's approval. If SingTel wants to recover such costs, SingTel must propose for inclusion in Schedule 9 the relevant costs.

8. ACCESS TO BUILDING LEAD-IN DUCT THROUGH SINGTEL'S LEAD-IN MANHOLE

CLAUSES 8.1 AND 8.2 – MODIFICATION REQUIRED

- 8.1** Where necessary the Requesting Licensee will arrange access to the spare Building Lead-in Duct to one riser via the associated SingTel Lead-in Manhole. The Requesting Licensee will distribute its Underground Equipment from that riser to other risers within the building via horizontal trunking subject to approval from building owners, Housing Development Board (HDB) and the Town Council as appropriate.

- 8.2** Where clause 8.1 is not feasible, the Requesting Licensee may apply for access to spare Building Lead-in Ducts to the risers via each of SingTel's Lead-in Manholes and SingTel will consider such request in its absolute discretion.

IDA has received feedback from the industry that the restriction imposed by SingTel to limit access to only one riser unreasonably constrains the Requesting Licensee's cable

routing plans and thereby increases the Requesting Licensee's costs without any legitimate justification. Accordingly, unless SingTel can provide IDA with satisfactory justification for the retention of Clauses 8.1 and 8.2, IDA directs SingTel to delete Clauses 8.1 and 8.2 in their entirety.

9. STANDARD TERMS AND CONDITIONS

CLAUSES 9.1 AND 9.2 – MODIFICATION REQUIRED

Paragraph 5.4.2 of the IRS/MWS Schedule imposes on SingTel a regulatory obligation to "...maintain the lead-in ducts and lead-in manholes...". In this respect, under Schedule 9 of the RIO, the Charge for leasing Building Lead-in Ducts and their associated Lead-in Manholes includes SingTel's costs for the maintenance of these facilities. Accordingly, in the case where the Requesting Licensee is prevented from accessing or undertaking works in the Building Lead-in Duct and its associated Lead-in Manhole because they are unusable owing to maintenance issues, IDA considers it reasonable for the Requesting Licensee to require SingTel to undertake the necessary maintenance works. IDA is of the view that this position is reasonable because: (1) SingTel is compensated for such maintenance as maintenance is built into the relevant Charges; and (2) if the Building Lead-in Duct and/or its associated Lead-in Manhole is unusable, but can be rendered usable by way of maintenance, such facilities should be maintained in order to utilise existing resources efficiently. Accordingly, IDA directs SingTel to modify Clause 9.1 and 9.2 to provide for the ability of the Requesting Licensee to require SingTel to undertake maintenance works. At the minimum, SingTel must provide for a procedure by which the Requesting Licensee may notify SingTel of its request for maintenance works and the applicable timeframes in which SingTel will complete such works.

Please also refer to Paragraph 3 of Appendix 1. SingTel must provide for a remedy in the event that SingTel fails to carry out and complete maintenance works within the applicable timeframes.

9.1 SingTel licenses Building Lead-in Duct and its associated Lead-in Manhole on an "as-is-where-is" basis.

9.2 The Requesting Licensee shall be responsible for the construction and maintenance of its Network including its Underground Equipment. SingTel will be responsible for maintaining and administering the Building Lead-in Duct and its associated Lead-in Manhole under this Schedule.

9.3 If in the course of installation, operation, maintenance, replacement or repair of its Underground Equipment, the Requesting Licensee detects a fault, defect or problem in SingTel's Underground Equipment, plant, Facilities, Building Lead-in Duct or Lead-in Manhole, it shall notify SingTel as soon as practicable.

CLAUSES 9.4 AND 9.5 – MODIFICATION REQUIRED

IDA notes that Clause 9.4(d) substantially mirrors Clause 9.5. IDA directs SingTel to either modify the two clauses to clarify the distinction between them, or to streamline the two provisions, failing which SingTel must delete either clause in its entirety.

9.4 The Requesting Licensee must:

- (a) take such action as a reasonably prudent Licensee would;
- (b) keep the Lead-in Manhole and its surrounding area free of debris and in a tidy and safe condition;
- (c) ensure that no flammable or toxic material is left in or around the Lead-in Manhole;
- (d) correct or remove any fault, defect or problem with its Underground Equipment that may jeopardise the SingTel's Building Lead-in Duct, Lead-in Manhole or Underground Equipment, plant, or Facilities; and
- (e) immediately notify SingTel of any damage to the SingTel's Building Lead-in Duct, Lead-in Manhole or Underground Equipment consequent upon its act or omission.

9.5 If a fault, defect or problem with the Underground Equipment of the Requesting Licensee causes or may cause damage to the Building Lead-in Duct or Lead-in Manhole, the Requesting Licensee must:

- (a) notify SingTel as soon as practicable; and
- (b) repair the fault, defect or problem or take other corrective action immediately.

CLAUSE 9.6 - MODIFICATION REQUIRED

- 9.6** Where SingTel determines that the Requesting Licensee's Underground Equipment poses an immediate risk of personal injury or significant property damage, it may, at the Requesting Licensee's cost, take any interim measure necessary to prevent such injury or damage, pending attendance by the Requesting Licensee to perform corrective work.

In determining whether a Requesting Licensee's Underground Equipment poses an immediate risk of personal injury or significant property damage, SingTel must exercise its discretion reasonably. Accordingly, IDA directs SingTel to qualify this Clause 9.6 by inserting the word "reasonably" before the word "determines".

- 9.7** 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 Building Lead-in Duct and its associated lead-in Manhole.

- 9.8** SingTel is not responsible for the maintenance of the owner's portion of the Building Lead-in Duct.

10. ACCESS AND APPROVALS REQUIRED

- 10.1** The Parties shall comply with clause 16.5 of the main body of this RIO Agreement in relation to the obtaining of all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of the licensed Building Lead-in Duct and its associated Lead-in Manhole.

11. UNAUTHORISED ACCESS TO SINGTEL'S UNDERGROUND PLANT

- 11.1** Without prejudice to any other rights SingTel may have (whether under contract, at law, or in equity), where SingTel identifies that the Requesting Licensee has accessed its Building Lead-in Duct and its associated Lead-in Manhole without having obtained approval in accordance with this Schedule, SingTel may do any one or more of the following:

CLAUSE 11.1 – MODIFICATION REQUIRED

- (a) notify the Authority that a material breach of this Schedule 5A has occurred and request that the Authority issue an order under clause 12.2 or 13.2 of the RIO Agreement (as the case may be) for SingTel to suspend or terminate this Schedule 5A;

SingTel must obtain IDA’s approval under Clause 12.2 or 13.2 of Part 2 of the Main Body of the RIO Agreement for suspension or termination of the RIO Agreement and IDA has discretion whether or not to grant its approval. In this respect, SingTel must modify Clause 11.1(a) to provide that SingTel must obtain the Authority’s approval under Clause 12.2 or 13.2 before it can suspend or terminate Schedule 5A, as the case may be.

- (b) direct the Requesting Licensee to, within five (5) Business Days of the notice, remove its equipment from the Lead-in Duct or Lead-in Manhole; and/or
- (c) direct the Requesting Licensee to, within two (2) Business Days of the notice, submit a Request for Lead-in Duct or Lead-in Manhole in accordance with clause 3.

SingTel Comments: Clause 11.1

SingTel notes that a failure by the Requesting Licensee to obtain a licence for access to the Lead-in Duct or Lead-in Manhole is a very serious matter. SingTel considers that such a failure constitutes a material breach of Schedule 5A and therefore justifies suspension or termination following the receipt of approval from the IDA.

Clause 11.1(b) permits SingTel to direct the Requesting Licensee to remove its equipment from the Lead-in Duct or Lead-in Manhole on five (5) Business Days notice by SingTel. SingTel already has this right under clause 11.3 (formerly clause 11.5) where SingTel rejects a Request for a Lead-in Duct or Lead-in Manhole. Clause 11.1(b) permits SingTel to exercise this right upon discovery that the Requesting Licensee has accessed the Lead-in Duct or Lead-in Manhole without a licence.

- 11.2** The Requesting Licensee must pay the reasonable costs incurred by SingTel in investigating the unauthorised access.

11.3 SingTel will assess the Request for Building Lead-in Duct and its associated Lead-in Manhole in accordance with clauses 4 and 5.

11.4 If the Requesting Licensee does not remove its equipment within five (5) Business Days of the notice under clause 11.1(b), SingTel may remove the equipment and the Requesting Licensee shall be liable for any reasonable costs associated with its removal.

SingTel Comments: Clause 11.3

Consequential amendment only. New clause 11.3 is based on former clause 11.6.

11.5 If the Requesting Licensee is directed to submit a Request for a Lead-in Duct or Lead-in Manhole under clause 11.1(c), the Requesting Licensee must provide documentary evidence of the date of installation as part of the Request for a Lead-in Duct or Lead-in Manhole. If the Requesting Licensee is unable to provide credible documentary evidence substantiating the date of installation, the date of access shall be deemed to be the Effective Date of this RIO Agreement.

SingTel Comments: Clause 11.4

Consequential amendment only. New clause 11.4 is based on former clause 11.1.

CLAUSES 11.6 AND 11.7 – MODIFICATION REQUIRED

Clause 11.2 already provide for SingTel’s recovery of its reasonable costs for investigating unauthorised access. The references to doing so under Clauses 11.6 and 11.7 are redundant and should be deleted. IDA directs SingTel to modify Clauses 11.6 and 11.7 accordingly.

11.6 Where SingTel approves the Request for Building Lead-in Duct and its associated Lead-in Manhole under clause 11.1(c) of the Schedule, the Requesting Licensee must pay, within ten (10) Business Days from the date of approval, SingTel's reasonable costs incurred in investigating the unauthorised access, and the Charges in arrears calculated from the date of access (including the date of deemed access under clause 11.5) in accordance with Schedule 9.

11.7 If SingTel rejects the Request for Building Lead-in Duct and its associated Lead-in Manhole under clause 11.1(c) of the Schedule, the Requesting Licensee must

pay, within ten (10) Business Days from the date of rejection, SingTel's reasonable costs incurred in investigating the unauthorised access, and the Charges in arrears calculated from the date of access (including the date of deemed access under clause 11.5) in accordance with Schedule 9 and the Requesting Licensee must discontinue the use of the Building Lead-in Duct and its associated Lead-in Manhole and remove its Underground Equipment within five (5) Business Days.

12. PHYSICAL ACCESS PROCEDURE

12.1 When installing, accessing, operating or working around SingTel's Building Lead-in Duct and its associated Lead-in Manhole, the Requesting Licensee must comply with:

- (a) physical access procedures for Underground Plant in Annex B as amended from time to time by SingTel;
- (b) the Standard Operating Procedures in Annex A and C as amended by SingTel from time to time;
- (c) all relevant codes and standards issued by the Authority or any other relevant Governmental Agency from time to time; and

CLAUSE 12.1(d) - MODIFICATION REQUIRED

- (d) any written instructions provided to the Requesting Licensee by SingTel relating to particular circumstances not covered by the Standard Operating Procedures.

While IDA recognises that SingTel can issue written instructions relating to physical access, such instructions must be reasonable. As such, IDA directs SingTel to qualify Clause 12.1(d) by inserting the word "reasonable" before the phrase "written instructions".

13. PROTECTION AND SAFETY

CLAUSE 13.1 - MODIFICATION REQUIRED

13.1 The Requesting Licensee is responsible for the safe operation of its Network and shall be responsible for the safe operation of Underground Equipment and shall,

so far as reasonably practicable, take all necessary steps to ensure that its Underground Equipment and its use of the Building Lead-in Duct and its associated Lead-in Manhole:

For clarity, IDA directs SingTel to insert the word "its" before the phrase "Underground Equipment".

- (a) does not endanger the safety of any person, including the employees, contractors, customers or third persons;
- (b) does not cause or is not likely to cause physical or technical harm to any telecommunications network, system or services including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network or Facilities or creates a security risk;
- (c) does not threaten the security and accessibility of SingTel's Building Lead-in Duct or associated Lead-in Manhole.

CLAUSE 13.2 – MODIFICATION REQUIRED

13.2 The Requesting Licensee shall report immediately any incident, injury or harm, fatal or otherwise, that occurs at the site to SingTel and the Authority. For any fatal or serious accident, the accident site shall be left undisturbed to facilitate the relevant authority to investigate 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 Building Lead-in Duct and its associated Lead-in Manhole and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof.

IDA is not the relevant Authority concerned with investigating the circumstances which may lead to the accident. Accordingly, IDA directs SingTel to modify Clause 13.2 by making reference to the "relevant authority", instead of the "Authority".

13.3 The Requesting Licensee certifies that all work to be performed by the Requesting Licensee where access has been approved is performed by appropriately qualified, skilled and trained personnel.

14. MARKING OF UNDERGROUND EQUIPMENT

CLAUSE 14.1 - MODIFICATION REQUIRED

14.1 The Requesting Licensee must mark its Underground Equipment located in Building Lead-in Ducts and its associated Lead-in Manholes, so as to clearly identify it as belonging to the Requesting Licensee and otherwise in accordance with SingTel’s directions issued from time to time.

While IDA recognises that SingTel can issue directions relating to the marking of underground equipment, such directions must be reasonable. As such, IDA requires SingTel to qualify Clause 14.1 by inserting the word “reasonable” before the phrase “directions issued from time to time” in Clause 14.1.

15. REQUESTING LICENSEE RIGHTS

15.1 The approval and provision of sharing does not vest in the Requesting Licensee any right, title or proprietary interest in the relevant Building Lead-in Duct or its associated Lead-in Manhole.

CLAUSE 16 – MODIFICATION REQUIRED

16. TERM OF LICENCE

IDA directs SingTel to modify Clause 16 to incorporate the following requirements:

(a) SingTel must not impose a minimum term of licence in Clause 16.1. To compel a Requesting Licensee to retain its licence for the Building Lead-in Duct and its associated Lead-in Manhole that the Requesting Licensee no longer requires is inefficient and wasteful.

(b) Therefore, while the term of the licence of a Building Lead-in Duct and its associated Lead-in Manhole shall continue until the expiry of the RIO Agreement, the Requesting Licensee may terminate the licence at any time by giving SingTel 1 month notice period. However, where the Requesting Licensee

requires termination of the licence before the expiry of the 1 month notice period, the Requesting Licensee will remain liable for the recurring charges for that Building Lead-in Duct and its associated Lead-in Manhole until the date of expiry of the 1 month notice period term.

This amendment is necessary to provide the industry with certainty as to the duration of the licence and obviates the unnecessary process of renewing the licence. Further, IDA is of the view that the current notice period of 6 months prescribed in Clause 16.3 unnecessarily hinders the Requesting Licensee's ability to structure its business operations to meet changing market conditions.

- (c) *IDA will not permit SingTel to unilaterally terminate the licence of a Building Lead-in Duct and its associated Lead-in Manhole by giving prior written notice to the Requesting Licensee. Please also refer to IDA's annotations to Clause 18 below on the circumstances under which SingTel may terminate the licence of a Building Lead-in Duct and its associated Lead-in Manhole upon the occurrence of certain specified events.*
- (d) *Following SingTel's Final Approval, the Requesting Licensee may still cancel its request. In addition, under Clause 5.5, the Completion Date of the Connection Ducts may be extended beyond the prescribed fifteen (15) Business Days. Accordingly, Clause 16.1 must be modified to specify that the licence will commence from the Completion Date of the Connection Ducts instead of the Final Approval date.*

16.1 Subject to clause 16.2, the term of the licence in relation to each Building Lead-in Duct and its associated Lead-in Manhole shall commence on the date of Final Approval in respect of that Building Lead-in Duct and its associated Lead-in Manhole and shall continue for two (2) years from the date of Final Approval

16.2 The term of the licence in relation to each Building Lead-in Duct and its associated Lead-in Manhole under clause 16.1 shall be automatically extended for six (6) month periods until:

- (a) the licence in relation to each Building Lead-in Duct and its associated Lead-in Manhole is terminated in accordance with this Schedule;
- (b) the SingTel RIO is revoked by the Authority under clause 13.8 of the RIO Agreement; or

CLAUSE 16.2(c) - MODIFICATION REQUIRED

- (c) the Authority removes the requirement for SingTel to supply Lead-in Ducts and Lead-in Manholes under the SingTel RIO or exempts SingTel from supplying Local Loops or Sub Loops under clause 13.9 of the RIO Agreement.

IDA notes the following typographical error - "...or exempts SingTel from supplying Local Loops or Sub Loops under clause 13.9 of the RIO Agreement" should read "...or exempts SingTel from supplying Lead-in Ducts and Lead-in Manholes under clause 13.9 of the RIO Agreement" instead.

SingTel Comment: Clause 16.2

Clarifying amendment only. SingTel has inserted new paragraphs (b) and (c) to ensure consistency of language with the main body of the RIO Agreement.

- 16.3** The Requesting Licensee may terminate the licence in relation to each Building Lead-in Duct and its associated Lead-in Manhole after the expiry of the original term under clause 16.1 by giving SingTel no less than six (6) months written notice. Such termination will take effect from the date of expiry of this notice.

SingTel Comment: Clause 16.3

SingTel has amended clause 16.3 to prevent Requesting Licensees from obtaining a licence for only a brief period of time before terminating the licence. Clause 16.3, as amended, provides SingTel with greater certainty in respect of network planning and removes any incentive for Requesting Licensees to make frivolous or vexatious requests for licence in relation to each Building Lead-in Duct and its associated Lead-in Manhole.

- 16.4** SingTel may terminate the licence of the Building Lead-in Duct and its associated Lead-in Manhole with effect on or after the expiry of the original term under clause 17.1 by giving the Requesting Licensee no less than six (6) months' written notice.

17. SUSPENSION

- 17.1** SingTel may suspend the Requesting Licensee's licence in respect of the Building Lead-in Duct and its associated Lead-in Manhole until further notice if

the licence in respect of the Building Lead-in Duct and its associated Lead-in Manhole 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.

- 17.2** SingTel may carry out repairs or upgrades to any Building Lead-in Duct and its associated Lead-in Manhole 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).

SingTel Comments: Clause 17.2

SingTel has included clause 17.2 to ensure that it is able to undertake repairs or upgrades to maintain network integrity and stability while maintaining the principle of non-discrimination between SingTel and Requesting Licensees.

- 17.3** 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 access to the Building Lead-in Duct and its associated Lead-in Manhole under this clause.

PROPOSED NEW CLAUSE 17.4 – REJECTION

- 17.4** Where the suspension is due to the fault of the Requesting Licensee, the Requesting Licensee must compensate SingTel for the cost it incurs in lifting the suspension after the Requesting Licensee has rectified its fault.

SingTel Comment: Clause 17.4

SingTel incurs cost in imposing and lifting suspensions. SingTel considers it is appropriate that it recover these costs from the Requesting Licensee where the Requesting Licensee is at fault.

Please refer to Paragraph 4 of Appendix 1. All costs that SingTel wants to recover for work carried out under Schedule 5A must either be approved by IDA for incorporation as a Charge in Schedule 9, or in the case where the costs can only be determined on a

case-by-case basis in respect of a particular work item, the Schedule specifies the work item and provides for costs recovery. Therefore, unless SingTel can justify what costs it has incurred for which it seeks to recover under Clause 17.4, IDA rejects SingTel's proposed new Clause 17.4.

18. TERMINATION OF LICENCE

CLAUSE 18.1- MODIFICATION REQUIRED

18.1 SingTel may terminate the licence in respect of the Building Lead-in Duct and its associated Lead-in Manhole at any time with immediate effect by giving notice to the Requesting Licensee if the Requesting Licensee fails to complete the installation of its Underground Equipment within twenty-five (25) Business Days under this Schedule. 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 (**Extension Period**). A Requesting Licensee's request under this clause must describe SingTel's actions or the circumstances beyond the Requesting Licensee's control and such request must be received prior to the expiry of the aforementioned twenty-five (25) Business Day period. If the Requesting Licensee does not complete the cable installation within the Extension Period, the licence in respect of the Building Lead-in Duct and its associated Lead-in Manhole will be terminated.

SingTel Comments: Clause 18.1

Clarifying amendment only.

IDA notes that this Clause 18.1 does not specify the timeframe within which SingTel will notify the Requesting Licensee whether or not it approves the request for extension of time. This results in business uncertainty for the Requesting Licensee. Accordingly, SingTel directs IDA to modify Clause 18.1 to provide that SingTel will notify the Requesting Licensee of its approval or rejection within 2 Business Day from the date of request for extension.

CLAUSE 18.2 – MODIFICATION REQUIRED

IDA directs SingTel to modify Clause 18.2 to incorporate the following requirements:

- (a) *IDA will not permit SingTel to terminate a licence for Building Lead-in Duct and its associated Lead-in Manhole immediately by written notice, except in the circumstances specified in Clauses 18.2(a), (b), (c), (e) and (h).*
- (b) *In relation to Clause 18.2(c), please refer to IDA’s annotations above at Clause 1.1. Accordingly, IDA directs SingTel to modify Clause 18.2(c) to incorporate the requirements specified.*
- (c) *Where Clause 18.2(d) applies, SingTel must provide the Requesting Licensee with 10 Business Days’ notice prior to terminating the licence for Building Lead-in Duct and its associated Lead-in Manhole. This is to avoid any dispute, should SingTel wrongly conclude that the Requesting Licensee has abandoned its Underground Equipment.*
- (d) *The right for SingTel to terminate a licence on the basis of unsuitability is already provided for in Clause 18.4(b). Accordingly, IDA directs SingTel to modify clause 18.2(f) by deleting the reference to “unsuitable”.*
- (e) *IDA is of the view that the events triggering Clause 18.2(g) should be dealt with in Clause 18.5. Accordingly, unless SingTel can provide IDA with satisfactory justification for retaining Clause 18.2(g), SingTel must delete Clause 18.2(g) in its entirety.*

18.2 SingTel may immediately terminate the licence in respect of the Building Lead-in Duct and its associated Lead-in Manhole if:

- (a) the Requesting Licensee is no longer an FBO;
- (b) in SingTel’s reasonable opinion, the Requesting Licensee is using the Building Lead-in Duct and its associated Lead-in Manhole 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 Requesting Licensee’s Underground Equipment is used for a purpose other than for the purpose of the Requesting Licensee providing telecommunication services to the Requesting Licensee’s Customers;

- (d) the Requesting Licensee removes or abandons its Underground Equipment;
- (e) the Requesting Licensee locates equipment other than Underground Equipment in the Building Lead-in Duct and its associated Lead-in Manhole;
- (f) the Building Lead-in Duct and its associated Lead-in Manhole have become unsafe or unsuitable for its purpose;
- (g) SingTel's right to own, maintain or operate the Building Lead-in Duct and its associated Lead-in Manhole is revoked or terminates or expires; or
- (h) use of the Building Lead-in Duct and its associated Lead-in Manhole causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of SingTel or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network.

CLAUSE 18.3 – MODIFICATION REQUIRED

- 18.3** Either Party (**Terminating Party**) may terminate the licence in respect of the Building Lead-in Duct and its associated Lead-in Manhole if the other Party is in breach of this Schedule and such breach remains unremedied for a period of five (5) Business Days after receiving notice from the Terminating Party to do so.

Consistent with IDA's required amendments to Clauses 12.1(d) and 13.1(d) of Part 2 of the Main Body of SingTel's RIO, IDA directs SingTel to modify Clause 18.3 by extending the notice period to 14 Calendar Days.

CLAUSE 18.4 – DELETION REQUIRED

- (a) *The scope of Clause 18.4(a) appears to deal with the same matter as provided for in Clause 18.2(d). Accordingly, IDA requires Clause 18.4(a) to be deleted, unless SingTel can provide IDA with satisfactory justification for retaining this clause.*
- (b) *In relation to Clauses 18.4(b) and (c), SingTel has not provided any basis by which it determines that the Building Lead-in Duct or its associated Lead-in Manhole is "no longer suitable for use" or "no longer available to be licensed". Accordingly, unless SingTel can specify in these clauses, objective*

and satisfactory bases for making such determinations, IDA requires Clause 18.4(b) and (c) to be deleted.

18.4 If during the term of access to Building Lead-in Duct and its associated Lead-in Manhole, that Building Lead-in Duct or its associated Lead-in Manhole is:

- (a) no longer in use by the Requesting Licensee;
- (b) no longer suitable for use in SingTel's opinion; or
- (c) no longer available to be licensed as determined by SingTel,

three (3) months' prior notice may be given by SingTel to the Requesting Licensee for termination of sharing of the Building Lead-in Duct and its associated Lead-in Manhole.

CLAUSE 18.5 – MODIFICATION REQUIRED

Given that the closure of a POA or Building MDF room is an event that is planned for by SingTel well in advance, IDA considers it reasonable to require SingTel to provide at least 6 months prior notice to the Requesting Licensee before such event. This will provide the Requesting Licensee with reasonable sufficient notice to make alternative arrangements and minimise service disruption to End Users. However, in situations where SingTel is unable to provide the minimum required notice of 6 months under Clause 18.5 as a result of circumstances beyond SingTel's reasonable control (for example, where a third party requires SingTel to close the site without providing sufficient notice to SingTel), SingTel must notify the Requesting Licensee as soon as practicable upon becoming aware of any pending closure of the site. In addition, SingTel must take reasonable measures to minimise disruptions to the Requesting Licensee in the provision of its services to End Users arising from the termination. IDA directs SingTel to modify Clause 18.5 to incorporate the requirements specified.

18.5 SingTel may give the Requesting Licensee notice as soon as reasonably practicable at any time during the term of access to the Building Lead-in Duct and its associated Lead-in Manhole if access to that Building Lead-in Duct and its associated Lead-in Manhole is to be terminated because of the closure of a POA or Building MDF room. The Requesting Licensee shall bear its own cost associated with the closure of the POA or Building MDF room and the termination of the sharing of Building Lead-in Duct and its associated Lead-in

Manhole, and the Requesting Licensee shall solely be responsible for making such alternative arrangements as are necessary to continue to provide its customers with services. In the event that the Requesting Licensee requests assistance from SingTel within thirty (30) Business Days after receiving a notice under this clause to provide an alternative solution to the Building Lead-in Duct and its associated Lead-in Manhole which is being terminated, SingTel shall use its reasonable endeavours to assist the Requesting Licensee in finding suitable alternatives to the Building Lead-in Duct and its associated Lead-in Manhole that is the subject of termination provided that nothing in this clause shall restrict SingTel's right to terminate under this clause 19 and that the ultimate responsibility to find an alternative lies with the Requesting Licensee.

SingTel Comments: Clause 18.5

SingTel has amended clause 18.5 to account for situations where SingTel is required by a Third Party to close the site.

19. EXPIRY OF TERM OF LICENCE

CLAUSE 19.1 - MODIFICATION REQUIRED

19.1 Upon expiry or termination of the licence in respect of the Building Lead-in Duct and its associated Lead-in Manhole, the Requesting Licensee must discontinue the use of the Building Lead-in Duct and its associated Lead-in Manhole and remove its Underground Equipment within five (5) Business Days after the expiry or termination of that licence.

SingTel has proposed to reduce the timeframe for the Requesting Licensee to discontinue the use of the Building Lead-in Duct and its associated Lead-in Manhole and to remove its Underground Equipment from 30 Business Days to 5 Business Days. However, SingTel has not provided IDA with any satisfactory justification for such significant reduction in the timeframe. IDA is of the view that the Requesting Licensee must be given sufficient reasonable time to carry out these activities and in the absence of any justification from SingTel, IDA considers 15 Business Days to be reasonable. Accordingly, IDA directs SingTel to modify Clause 19.1 to incorporate the requirements specified.

19.2 Where the Requesting Licensee fails to discontinue the use of the Building Lead-in Duct and its associated Lead-in Manhole and to remove its Underground

Equipment, SingTel shall remove the Underground Equipment and the Requesting Licensee shall pay all reasonable costs associated with its removal.

PROPOSED NEW CLAUSE 19.3 – MODIFICATION REQUIRED

- 19.3** Upon expiry or termination of the licence in respect of the Building Lead-in Duct and its associated Lead-in Manhole and the removal of the Requesting Licensee's Underground Equipment, SingTel shall verify and restore the state of the Building Lead-in Duct and its associated Lead-in Manhole. The Requesting Licensee shall pay all reasonable costs incurred by SingTel in verifying and restoring the state of the Building Lead-in Duct and its associated Lead-in Manhole, including the costs of updating SingTel's records.

SingTel Comments: Clause 19.3

SingTel incurs costs in verifying and restoring the state of the Building Lead-in Duct and its associated Lead-in Manhole following the removal of the Requesting Licensee's Underground Equipment. SingTel should be permitted to recover these costs in accordance with clause 19.3.

Please refer to Paragraph 2 of Appendix 1. IDA will permit SingTel to recover all reasonable costs associated with the reinstatement of its Building Lead-in Duct and its associated Lead-in Manhole. However, such a right of recovery is not applicable where the Building Lead-in Duct and its associated Lead-in Manhole are being decommissioned by SingTel. This is because in such a situation: (i) it is SingTel's business decision that caused the cost; and (ii) SingTel would not be able to avoid the costs of termination in any case since decommissioning of the Building Lead-in Duct and its associated Lead-in Manhole necessarily entail termination. Accordingly, IDA directs SingTel to modify proposed new Clause 19.3 to incorporate the requirements specified.

- 19.4** If this Schedule or this RIO Agreement is terminated for any reason, any sharing of Building Lead-in Duct and its associated Lead-in Manhole is also terminated.

PROPOSED NEW CLAUSE 19.5 – REJECTION

- 19.5** The Requesting Licensee shall pay the termination fee specified in Schedule 9 for the termination of the licence of the Building Lead-in Duct and its associated Lead-in Manhole.

Please refer to IDA's annotations to proposed new Clause 19.3 above. IDA rejects SingTel's proposed new Clause 19.5.

SingTel Comments: Clause 19.5

SingTel incurs certain costs in terminating a licence in relation to Building Lead-in Duct and its associated Lead-in Manhole. SingTel should be able to recover these costs from the Requesting Licensee.

PROPOSED NEW CLAUSE 19.6 – MODIFICATION REQUIRED

19.6 For the avoidance of doubt, the Requesting Licensee's right to physical access to the Building Lead-in Duct and its associated Lead-in Manhole shall terminate upon the termination of the licence of Building Lead in Duct and its associated Lead-in Manhole.

Upon termination of the Building Lead-in Duct and associated Lead-in Manhole, a Requesting Licensee may still require physical access in order to remove its equipment. Accordingly, IDA directs SingTel to modify proposed new Clause 19.6 to allow the Requesting Licensee physical access for the purposes of removing its Underground Equipment.

SingTel Comment: Clause 19.5

Clarifying amendment only.

20. SUB-LICENSING

20.1 The Requesting Licensee must not assign the licence in respect of or sub-let the Building Lead-in Duct and its associated Lead-in Manhole licensed under this Schedule.

ANNEX A

SOP ON PREVENTION OF DAMAGE TO BUILDING LEAD-IN DUCT AND ITS ASSOCIATED LEAD-IN MANHOLE

- (a) The Requesting Licensee will purchase service layout plans from SingTel in respect of each Lead-in Manhole to which access is provided under this Schedule.
- (b) The Requesting Licensee will submit an earthwork notification form to SingTel within seven (7) days before the commencement of earthwork in accordance with section 29(1) of the Act.
- (c) When working in or around the vicinity of SingTel's Underground Plant, the Requesting Licensee will engage licensed telecommunications cable detection workers to detect SingTel's Underground Plant and carry out trial holes by manual digging to expose SingTel's Underground Plant in order to determine the depth and alignment of SingTel's Underground Plant.
- (d) If necessary, a site meeting may be arranged at the Requesting Licensee's cost to co-ordinate the routing of the Requesting Licensee's ducts.
- (e) The Requesting Licensee will carry out trial holes by manual digging when working in or near the vicinity of SingTel's Underground Plant to determine the depth and the alignment of SingTel's Underground Plant.
- (f) At the Requesting Licensee's cost, the Requesting Licensee may seek SingTel's assistance to ascertain the location of SingTel's Underground Plant. The Requesting Licensee may also provide visible markings (such as poles, tapes, painting, etc.) to indicate the estimated position of SingTel's Underground Plant for SingTel's confirmation.
- (g) The Requesting Licensee will submit to SingTel the method of support and protection to the exposed SingTel's Underground Plant for SingTel's concurrence.
- (h) If necessary, the Requesting Licensee will sever tree roots before grubbing the tree stump, subject to approval from relevant authorities.

- (i) The Requesting Licensee will inform SingTel regarding the dismantling of supports.
- (j) The Requesting Licensee will inform SingTel regarding the back-filling procedure over SingTel's Underground Plant.
- (k) The Requesting Licensee will disseminate information regarding SingTel's service layout to the Requesting Licensee's contractors, sub-contractors and machine operators carrying out the work.
- (l) The Requesting Licensee will submit a work schedule and installation plan to SingTel where works are to be carried out in the vicinity of SingTel's Underground Plant.
- (m) The Requesting Licensee will report immediately on any damage to SingTel Underground Plant at a designated telephone number.
- (n) The Requesting Licensee shall not dig trial holes using JCB or excavator.
- (o) The Requesting Licensee will not carry out any excavation, soil investigation, piling or earthworks in the vicinity of SingTel's Underground Plant without confirming the actual positions of SingTel's Underground Plant.
- (p) The Requesting Licensee will not cover up any of SingTel's Lead-in Manholes with earth or building materials.
- (q) The Requesting Licensee will not take for granted that SingTel's lines are in a straight run.
- (r) The Requesting Licensee will not cover up or attempt to repair any damages to SingTel's Underground Plant but is to report such damages to SingTel immediately.
- (s) The Requesting Licensee will not dismantle any support for SingTel's Underground Plant without informing SingTel and obtaining SingTel's consent.
- (t) The Requesting Licensee must not assume that the depth of SingTel's Underground Plant is not deeper than 1.5 metres.

- (u) The Requesting Licensee will not remove any concrete encasement around SingTel's pipeline after exposing it unless approval from SingTel is given.

CLAUSE (v) – MODIFICATION REQUIRED

- (v) SingTel may, when required, issue "Do's and Don'ts" to the Requesting Licensee so as to safeguard SingTel's Underground Plant and the Requesting Licensee shall comply with such "Do's and Don'ts".

The "Do's and Don'ts" to be issued to the Requesting Licensee must be reasonable. Accordingly, IDA directs SingTel to modify this Clause (v) by adding the word "reasonable" before "Do's and Don'ts".

ANNEX B – PHYSICAL ACCESS PROCEDURE FOR LEAD-IN MANHOLE

1 GENERAL

- 1.1 The physical access procedures are applicable to all SingTel Lead-in Manholes for which sharing has been approved for the installation, operation and maintenance of Requesting Licensee's Underground Equipment installed within, attached to or sited upon that Lead-in Manhole, subject to and in accordance with this Annex.
- 1.2 The Requesting Licensee shall provide to SingTel a master list of persons nominated by it to have physical access to Lead-in Manhole for which sharing has been approved by the SingTel in accordance with the prescribed form in Annex H. The master list shall contain, without limitation, for each person, the following details:
- (a) full name; and
 - (b) company name and license no.; and
 - (c) IC/Passport no.; and
 - (d) SIC/SOC no.; and
 - (e) contact no.; and
 - (f) fax number.
- 1.3 The master list provided under clause 1.2 shall be maintained and updated by the Requesting Licensee with a new master list provided to SingTel whenever any amendments are made to the master list.

PROPOSED NEW CLAUSE 1.4 – MODIFICATION REQUIRED

- 1.4 The Requesting Licensee shall pay the costs incurred by SingTel in processing the Requesting Licensee's Master List.

The Master List is a requirement imposed by SingTel and for which IDA does not consider to be necessary. In this respect, IDA will not allow SingTel any recovery of its

costs for processing and updating a Master List. Accordingly, IDA rejects SingTel's proposed new Clause 1.4.

1.5 No person will be permitted physical access to SingTel's Lead-in Manhole without being nominated on the master list under clause 1.2 and without a current valid Letter of Authorisation as in Annex G.

2 PHYSICAL ACCESS REQUEST

2.1 Subject to clause 3, where the Requesting Licensee wishes to obtain physical access to the Lead-in Manhole of SingTel, for which sharing has been approved, it must submit a request in writing in accordance with the prescribed form in Annex E not less than five (5) Business Days before the requested physical access date. The request must contain, without limitation:

- (a) the purpose for which physical access is requested; and
- (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 Lead-in Manhole; and
- (c) a complete list of the persons who will be physically accessing the Lead-in Manhole; and
- (d) an estimate of the time during which physical access is requested; and
- (e) the specific Lead-in Manhole to which physical access is requested.

CLAUSE 2.2 – MODIFICATION REQUIRED

2.2 SingTel shall within two (2) Business Days of receipt of a request under clause 2.1, advise the Requesting Licensee of whether the request for physical access has been approved in accordance with the prescribed form in Annex E. The approval shall be the Letter of Authorisation as in Annex G.

IDA's position is that it is reasonable to require SingTel to provide notification by fax of any approval for physical access, given the possible delay if such notification is sent by post. IDA directs SingTel to modify Clause 2.2 to incorporate the requirements specified.

2.3 Where SingTel approves a request for physical access each Party will comply with the terms and conditions set out in clause 5.

PROPOSED NEW CLAUSE 2.4 – MODIFICATION REQUIRED

2.4 The Requesting Licensee shall pay all costs incurred by SingTel in processing a request for physical access as specified in Schedule 9.

SingTel Comments: Clause 2.4

SingTel should be entitled to the recover costs it incurs in processing a request for physical access.

If SingTel wants to recover the costs it incurs in processing physical access requests, SingTel must propose the relevant Charges for IDA’s approval, and for incorporation into Schedule 9.

3. EMERGENCY PHYSICAL ACCESS REQUEST

3.1 The Requesting Licensee shall submit to SingTel a list of designated senior personnel contained listed on the master list who are authorised to request emergency physical access.

CLAUSE 3.2 – MODIFICATION REQUIRED

3.2 In the event of an emergency where physical access is required by the Requesting Licensee to address the emergency situation, the Requesting Licensee must first request via facsimile, a request in writing in accordance with the prescribed form in Annex F and then contact SingTel’s Fault Control Centre via a telephone call.

In view of the nature of emergencies, IDA’s position is that it is unreasonable to require the Requesting Licensee to fax to SingTel its request for emergency access before SingTel grants approval. Instead, IDA requires SingTel to amend Clause 3.2 to clarify that it is permissible for a Requesting Licensee to request for emergency access by way of verbal notification over the telephone only. However, where approval is granted, SingTel may require the Requesting Licensee to send a confirmatory fax by the next Business Day. IDA directs SingTel to modify Clause 3.2 to incorporate the requirements specified.

3.3 The written and verbal emergency physical access request under clause 3.2 must specify, without limitation:

- (a) the full name of the requesting party; and
- (b) IC/Passport number; and
- (c) contact number; and
- (d) details of the emergency situation; and
- (e) the identity of the senior person who will be present and who will be responsible for the persons who will be accessing the Lead-in Manhole; and
- (f) a complete list of the persons who will be accessing the Lead-in Manhole; and
- (g) an estimate of the time during which physical access is requested; and
- (h) the specific Lead-in Manhole to which physical access is requested.

3.4 SingTel shall notify the Requesting Licensee within one (1) hour, of whether the request for physical access has been approved.

CLAUSE 3.5 – MODIFICATION REQUIRED

3.5 Upon obtaining approval under clause 3.4, physical access will be permitted on an interim basis only. Physical access shall be for a maximum period of eight (8) hours unless otherwise agreed.

Unlike planned maintenance where the Requesting Licensee will be aware of the scope of works to be carried out, and hence the expected duration of physical access required, the nature of emergency physical access is such that the Requesting Licensee will not be able to anticipate the extent of works required and duration to complete such works. Therefore, IDA is of the view that it is unreasonable to restrict emergency physical access to 8 hours because the Requesting Licensee may not be able to complete its emergency restoration works in time. Unless SingTel can provide

satisfactory reasons for imposing this limit, SingTel must delete Clause 3.5 in its entirety.

3.6 Where SingTel approves a request for physical access each Party will comply with the terms and conditions set out in clause 5.

3.7 Where, in an emergency situation, both SingTel and the Requesting Licensee require physical access to undertake corrective action, SingTel has priority with the Requesting Licensee's knowledge.

PROPOSED NEW CLAUSE 3.8 – MODIFICATION REQUIRED

3.8 The Requesting Licensee shall pay all the costs incurred by SingTel in processing a request for emergency physical access as specified in Schedule 9.

SingTel Comments: Clause 3.8

SingTel should be entitled to recover the costs it incurs in processing a request for emergency physical access.

If SingTel wants to recover the costs it incurs in processing emergency physical access requests, SingTel must propose the relevant Charges for IDA's approval, and for incorporation into Schedule 9.

4. REJECTION OF PHYSICAL ACCESS REQUEST

CLAUSE 4.1 – MODIFICATION REQUIRED

IDA directs SingTel to modify Clause 4.1 to incorporate the following requirements:

- (a) *IDA is of the view that Clause 4.1 should not apply to emergency physical access requests for the following reasons: (1) in view of the nature of emergencies, it is unreasonable for SingTel to have an unqualified right to reject the Requesting Licensee's request for physical access; (2) please refer to IDA's annotations above at Clause 3.2 of this Annex B - since IDA requires SingTel to permit the Requesting Licensee to make a verbal notification ahead of its fax notification, several of the bases for rejection under this Clause 4.1 will not apply to emergency physical access requests. Therefore, IDA directs SingTel to clarify that this Clause 4.1 is only applicable in the cases of regular*

physical access requests, and not to emergency physical access requests. If there are any circumstances under which SingTel requires the discretion to reject an emergency physical access request, SingTel must propose an exhaustive list of such circumstances for IDA's approval.

(b) *In addition, where SingTel rejects any request for physical access, SingTel must provide the Requesting Licensee with an explanation of the basis for its rejection.*

4.1 SingTel may reject a request for physical access where:

- (a) the order is not in the prescribed form and does not contain all the required information; or
- (b) the request is for physical access to Lead-in Manhole for which sharing has not been approved; or
- (c) the persons listed on the request do not appear on the master list or SingTel has advised that the person(s) listed have been barred either by SingTel or the relevant authorities; or
- (d) SingTel has scheduled work for the time specified by the Requesting Licensee in the request; or
- (e) SingTel determines that the physical access or work to be performed by the Requesting Licensee as specified in the request may breach clause 5.2; or
- (f) SingTel determines that the area is unsafe.

5 CONDITIONS OF PHYSICAL ACCESS

5.1 SingTel may refuse any person physical access to, or require that person to be removed, from the site where:

- (a) that person cannot, upon request, produce a current valid Letter of Authorisation; or
- (b) SingTel has previously notified the Requesting Licensee of problems with that person (eg. the person has breached safety requirements or Standard Operating Procedures); or

(c) the person has been barred under clause 5.8.

5.2 The Requesting Licensee must not do or omit to do anything in connection with gaining physical access which may:

(a) threaten the safety of SingTel's employees, customers or third persons; or

(b) interfere physically or electrically with the delivery of telecommunications services supplied or to be supplied by SingTel; or

(c) jeopardise the integrity or confidentiality of communications within SingTel's Network; or

(d) threaten the security of SingTel's Lead-in Manhole; or

(e) cause damage to SingTel's Lead-in Manhole.

5.3 The Requesting Licensee must ensure the following:

(a) only persons with a current and valid Letter of Authorisation can gain physical access; and

(b) physical access is gained only to the Lead-in Manhole or part thereof for which approval has been granted; and

(c) each person gaining physical access signs a log book maintained by the Requesting Licensee in which is recorded the full name of the person, IC/Passport no., date and time of entry and departure from the Lead-in Manhole; and

(d) the applicable Standard Operating Procedures are followed and any written instructions (relating to particular circumstances not covered by the Standard Operating Procedures); and

(e) the Lead-in Manhole is left in a safe and tidy condition.

5.4 No explosives, inflammables, cigarettes, lighters and equipment with electromagnetic emissions or radiation are allowed in Lead-in Manhole.

- 5.5 SingTel may inspect the logbook referred to in clause 5.3 at any time.
- 5.6 Where, for whatever reason, the Requesting Licensee decides that a person nominated by it should no longer be permitted physical access it must immediately notify SingTel and provide an updated master list.
- 5.7 SingTel may terminate physical access to a specific Lead-in Manhole where:
- (a) the physical access causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of SingTel or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network; or
 - (b) that the area is unsafe; or
 - (c) that the Requesting Licensee is in breach of clause 5.2 or 5.3.
- 5.8 Without prejudice to any other rights SingTel may have (whether under contract, at law, or in equity), where the Requesting Licensee or its agents or contractors:
- (a) gains unauthorised entry to any Lead-in Manhole 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 henceforth be barred from entering any facilities of SingTel.
- 5.9 The Requesting Licensee must not grant a third person physical access to Lead-in Manhole to which the Requesting Licensee has been granted physical access under this Annex. For the avoidance of doubt in the context of this clause the term "third person" does not include the Requesting Licensee's contractor.

ANNEX C – STANDARD OPERATING PROCEDURES FOR WORKING IN MANHOLE AND CABLE PULLING

INTRODUCTION

This Annex provides the Standard Operating Procedures for a) Working inside SingTel's Lead-in Manholes and b) Cable pulling inside SingTel's Lead-in Manhole.

1 WORKING INSIDE SINGTEL LEAD-IN MANHOLE

- 1.1 The Requesting Licensee shall place all approved temporary road signing equipment such as signboards, barricades, traffic cones, blinker lamps, revolving lamps bearing the logo and names of the Requesting Licensee and its contractor at the site in advance of, and/or for the duration of its works, in accordance with the LTA Temporary Signing Manual (1988 edition) or as superseded by the Code of Practice For Temporary Traffic Control issued by LTA which shall be the duty of the Requesting Licensee to ascertain in respect thereof and any subsequent amendment thereof as a minimum requirement and if the site condition is extra hazardous due to high speed traffic, road bend, road incline, obstruction by shrubs or trees, and the like, additional temporary road signing equipment shall be provided and placed by the Requesting Licensee to mitigate the effect of such hazards.
- 1.2 The Requesting Licensee shall remove all debris from inside of the Lead-in Manhole.
- 1.3 The Requesting Licensee shall ensure that the Lead-in Manhole and its surrounding area are cleaned and flammable or toxic material is not left in or around the Lead-in Manhole. The Requesting Licensee shall also ensure that the Lead-in Manhole covers are flushed with the surface when closed. All debris and leftover materials resulting from its works shall be removed from the inside of the Lead-in Manhole.

2 CABLE PULLING INSIDE SINGTEL'S LEAD-IN MANHOLE

CLAUSE 2.1 – MODIFICATION REQUIRED

- 2.1 The Requesting Licensee must also provide detailed information on the work method statement for cable and sub-duct pulling for SingTel's approval. The

information shall include the work method statement on how the Requesting Licensee can prevent damage to SingTel's existing cables found inside the Lead-in Manholes.

IDA is of the view that it is impractical to require the Requesting Licensee to provide the work method statement required under Clause 2.1 of this Annex C, given that the Requesting Licensee will not be familiar with SingTel's existing cables found in its Lead-in Manholes. At the same time, IDA recognises SingTel's concerns to ensure that Requesting Licensees carry out works in a careful manner so as to avoid any damage to SingTel's cables. Accordingly, IDA directs SingTel to modify Clause 2.1 by removing the obligation for the Requesting Licensee to submit to SingTel the work method statement. Alternatively, SingTel may propose for inclusion in this Annex C, a standard work method statement that Requesting Licensees must comply with when carrying out works on cable and sub-duct pulling.

- 2.2 The Requesting Licensee shall ensure that its cable is laid against one side of the wall and supported on its own cable bearers in the Lead-in Manhole provided space is available for installation of the cable bearers. The Requesting Licensee shall ensure that its cable is properly secured to the cable bearers at all times.
- 2.3 The Requesting Licensee shall ensure that its cable and sub-Duct do not cause obstruction in the Lead-in Manhole. The Requesting Licensee shall remove such obstruction immediately when instructed by SingTel to do so.

CLAUSE 2.4 - MODIFICATION REQUIRED

- 2.4 The Requesting Licensee shall install its own sub-Ducts.

As currently drafted, Clause 2.4 may be misconstrued to mean that a Requesting Licensee must install its own sub-Ducts under all circumstances. Accordingly, IDA directs SingTel to modify this Clause 2.4 to clarify that a Requesting Licensee is not under an obligation to install any sub-Ducts at all, but it may do so at its own preference (in which case it shall be responsible for its own installation).

- 2.5 The Requesting Licensee shall submit to SingTel for approval, the manufacturer's detailed information, type, size and sample of the sub-Duct to be used. Approval shall not be unreasonably withheld.

- 2.6 On the cable sheath, the Requesting Licensee shall clearly identify the Requesting Licensee at 1m intervals. The Requesting Licensee shall use a different colour from SingTel for the strip along the entire length of the cable for cables to be installed.
- 2.7 The Requesting Licensee must not construct or place any cable joint inside SingTel's Lead-in Manhole.

CLAUSE 2.8 – MODIFICATION REQUIRED

- 2.8 The Requesting Licensee shall use SingTel approved gas and watertight duct seal to reinstate affected duct seal(s) in SingTel's Lead-in Manhole after cable pulling work. Where, during the course of installation, the Requesting Licensee causes any damage to SingTel's Underground Plant, the Requesting Licensee must report the damage immediately to SingTel. The Requesting Licensee shall not attempt to repair SingTel's damaged Underground Plant. SingTel shall rectify any damage in any way it deems fit, the cost and expense for the repair thereof shall be recovered from the Requesting Licensee.

Any cost and expense recoverable by SingTel must be reasonably incurred. Accordingly, IDA directs SingTel to modify Clause 2.8 by qualifying that such cost and expense must be reasonable.