

**SCHEDULE 3A**  
**LICENSING OF LOCAL LOOP/SUB-LOOP**

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## **SCHEDULE 3A**

### **LICENSING OF LOCAL LOOP/SUB-LOOP**

#### **1. SCOPE**

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with a licence to use SingTel's Local Loop or Sub Loop 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 Local Loop or Sub Loop owned by SingTel subject to:
- (a) the use by the Requesting Licensee of Local Loop or Sub Loop for the purpose of the Requesting Licensee providing telecommunication services to the Requesting Licensee's Customer; and
  - (b) the terms and conditions of this Schedule.
- 1.3 This Schedule only applies to Requesting Licensees who are FBOs.
- 1.4
- (a) The timeframes in this Schedule relating to pre-provisioning work to be undertaken by SingTel under clauses 4.2 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 clauses 5.1 and 6.7, and

the failure to meet the timeframe is solely caused by SingTel, SingTel will 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 LOCAL LOOP OR SUB LOOP**

- 2.1 SingTel will provide a licence to Local Loops or Sub Loops to the Requesting Licensee in individual pairs, however the Requesting Licensee may apply for multiple licences for multiple pairs at the same address per application.
- 2.2 For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of any Local Loop or Sub Loop:
  - (a) SingTel's reasonably anticipated requirements in the next two (2) years for Local Loop or Sub Loop for the provision to itself and its Customers;
  - (b) SingTel's reasonably anticipated requirements in the next two (2) years for Local Loop or Sub Loop for operations and maintenance purposes;
  - (c) the Requesting Licensee's and other Licensees' 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 imposed on SingTel by Governmental Agencies;
  - (e) whether SingTel has plans or otherwise proposes to decommission the Local Loop or Sub Loop.

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

- 3.1 SingTel shall allocate Local Loops and Sub Loops to the Requesting Licensee using the same allocation criteria that it uses to allocate Local Loops and Sub Loops to itself.
- 3.2 The Requesting Licensee shall submit its Request for Local Loop or Sub Loop to SingTel in the form of Annexes 3A.8, 3A.9 & 3A.10 containing the following information:
- (a) Customer's premise address or Building MDF room name and address;
  - (b) the number of Local Loops or Sub Loops requested from that Customer premises or Building MDF room;
  - (c) POA location and name;
  - (d) POA Subscriber Tie Cable pair allocated for connection; and
  - (e) the Requesting Licensee's contact details.

### **4. RESPONSE TIME**

- 4.1 SingTel shall process all Requests for Local Loop or Sub Loop on a 'first come, first served' basis and in a timeframe as determined by clause 4.2.
- 4.2 Subject to clause 4.3, SingTel shall accept or reject a Request for Local Loop or Sub Loop by 5.00 pm on the next Business Day after the date of receipt of such Request.
- 4.3 SingTel shall process a combined total of no more than two hundred (200) wire pairs in total for Local Loop, Sub Loop, Line Sharing and Internal Wiring under Schedules 3A, 3B and 3C from all Licensees by 5.00 pm the next Business Day and subsequent Requests shall overflow to the next Business Day.
- 4.4 Upon successful application of a Request for Local Loop or Sub Loop under clause 4.2, SingTel shall provide to the Requesting Licensee its approval together with the following information for the licensing of Local Loop or Sub Loop:

- (a) the DP or Building MDF room number;
- (b) the DP vertical strip number, and termination pair number assigned;
- (c) the Local Loop or Sub Loop estimated provisioning date which will be no later than five (5) Business Days from the date of processing; and
- (d) corresponding Circuit Reference number.

4.5 SingTel may reject a Request for Local Loop or Sub Loop if:

- (a) the Requesting Licensee is not a FBO;
- (b) the Request for Local Loop or Sub Loop is not in the prescribed form;
- (c) the Request for Local Loop or Sub Loop does not contain all the required information;
- (d) the Local Loop or Sub Loop is not available as determined under clause 2 (Availability of Local Loop or Sub Loop);
- (e) SingTel has not installed any Local Loop or Sub Loop in the area where the licence of Local Loop or Sub Loop is requested;
- (f) the Requesting Licensee has not obtained the necessary Subscriber Tie Cable and Termination Block under Schedule 3D; or
- (g) the Requesting Licensee has not obtained a licence to the necessary Co-Location Space under Schedule 8B.

4.6 The Requesting Licensee shall pay to SingTel the application fee regardless of whether its Request for Local Loop or Sub Loop is successful or not.

## **5. DELIVERY**

5.1 Unless otherwise specified and unless clause 6 applies, SingTel shall provide the Local Loop or Sub Loop by the provisioning date notified in the acceptance of the

Request for Local Loop or Sub Loop under clause 4.4. If it cannot meet this date, SingTel shall notify the Requesting Licensee of the delay in installation.

- 5.2 SingTel shall promptly notify the Requesting Licensee on the completion of provisioning of Local Loop or Sub Loop under clause 5.1.
- 5.3 Unless otherwise stated, SingTel shall retain the responsibility for working at the SingTel Exchange MDF and Building MDF, including jumpering works at the SingTel Exchange and Building MDF. The Requesting Licensee shall bear the Charges for such work carried out by SingTel.
- 5.4 SingTel will only use Jumper Wires conforming to CW6000 series with a nominal gauge of 0.5mm and use the proper tools for installing Jumper Wires at the Requesting Licensee's Termination Block.
- 5.5 The Jumper Wires shall be installed horizontally either left or right out from its starting Termination Block and then across the jumper field and vertically up or down to the destination Termination Block. Jumper Wires shall not be installed with any slack nor will they be left dangling to cause obstruction to the jumper field.
- 5.6 SingTel shall first verify any jumpering points assigned before recovering any unused Jumper Wire for the running of the new Jumper Wire for the connection of licensed Local Loop or Sub Loop.

## **6. SINGTEL BUILD**

- 6.1 If SingTel rejects the Request for Local Loop or Sub Loop under clause 4.5(d), the Requesting Licensee may:
  - (a) lodge a request in writing within five (5) Business Days from the date of rejection for SingTel to construct, subject to clause 6.2, the requested Local Loop or Sub Loop; and
  - (b) pay the processing fee as set out in Schedule 9.
- 6.2 The Requesting Licensee shall request a minimum of two hundred (200) pairs of Loop Feeder or five (5) pairs of Loop Distribution.

- 6.3 Following receipt of a Request under clause 6.1, SingTel shall schedule a study (**Project Study**) in relation to the construction of the new Local Loop or Sub Loop.
- 6.4 SingTel shall complete the Project Study within thirty (30) Business Days of the receipt of a Request under clause 6.1.
- 6.5 Following completion of the Project Study, SingTel shall provide the Requesting Licensee with the following information:
- (a) whether the construction of the Local Loop or Sub Loop is feasible;
  - (b) if it is feasible to construct Local Loop or Sub Loop:
    - (i) the estimated date of provision of the Local Loop or Sub Loop; and
    - (ii) the applicable estimated prices for the construction of the new Local Loop or Sub Loop(**Report**);
  - (c) if it is not feasible to construct the Local Loop or Sub Loop, a statement of the reasons why construction is not feasible; and
  - (d) the Charge for the Project Study.
- 6.6 Upon receipt of a Report, the Requesting Licensee may within twenty (20) Business Days inform SingTel in writing that it wishes to proceed with the construction of the new Local Loop or Sub Loop under that Report (**Acceptance**). Failure to respond within twenty (20) Business Days will be deemed to be a cancellation of the request for SingTel to construct the Local Loop or Sub Loop.
- 6.7 If the Requesting Licensee notifies SingTel under clause 6.6 that it wishes to proceed with the construction of the new Local Loop or Sub Loop, SingTel shall construct and make the new Local Loop or Sub Loop available to the Requesting Licensee by the estimated date notified for provisioning in the Report.
- 6.8 SingTel shall use its reasonable endeavours to construct the Local Loop or Sub Loop within the 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.

- 6.9 Upon completion of the construction of the Local Loop or Sub Loop, SingTel shall notify the Requesting Licensee of such completion together with the type of information referred to in clause 4.4.
- 6.10 The Requesting Licensee may cancel the request for construction of the Local Loop or Sub Loop in writing prior to issuing an Acceptance under clause 6.6, but shall pay SingTel's costs of cancellation, processing and work carried out up to the time of cancellation under this clause.
- 6.11 Clauses 5.3 to 5.6 will apply to jumpering by SingTel in relation to the newly constructed Local Loop or Sub Loop under this clause.

## **7. ACCESS TO DP**

- 7.1 Any licence granted in respect of Local Loop or Sub Loop under this Schedule includes a licence to access SingTel's DP that is associated with that Local Loop or Sub Loop.
- 7.2 The Requesting Licensee shall only physically access the SingTel DP in accordance with Annex 3A.1 and the Distribution Frame Vertical in accordance with Schedule 3D and the Requesting Licensee must not, at any time, physically access the SingTel MDF, MDF Termination Block, Termination Pin or Jumper Wires at the Building MDF room or Exchange MDF.
- 7.3 The Requesting Licensee shall comply with and ensure that its employees, agents and contractors comply with the terms and conditions for physically accessing SingTel's DP in Annex 3A.1.
- 7.4 The Requesting Licensee shall only physically access the SingTel DP for the sole purpose of accessing the Local Loop or Sub Loop licensed from SingTel. When accessing the SingTel DP, the Requesting Licensee must use its best endeavours to prevent any interruption or disruption to existing SingTel's services. The Requesting Licensee shall at all times, use proper termination tools and shall not make any modification or cause damage to the SingTel DP while accessing the SingTel DP.

- 7.5 The Requesting Licensee must ensure that SingTel's DP termination is protected from unauthorised access, use, or modification. The Requesting Licensee must use its best endeavours to ensure that any of its employees, agents or representatives only have access to SingTel's DP for the sole purpose of accessing the Local Loops or Sub Loops licensed to the Requesting Licensee.
- 7.6 In the case of a licence of a Sub Loop comprising of a Loop Feeder, the Requesting Licensee shall access the Loop Feeder at its Subscriber Tie Cable Termination Pin in the Building MDF room. SingTel shall perform the jumpering work from the SingTel exchange side Termination Pin to the Requesting Licensee's Subscriber Tie Cable Termination Pin at the Building MDF, and from the SingTel line side Termination Pin to the Requesting Licensee's Subscriber Tie Cable Termination Pin at the Exchange MDF.
- 7.7 In the case of a licence of a Sub Loop comprised of a Loop Distribution, the Requesting Licensee shall access the Loop Distribution at the SingTel DP Termination Pin. SingTel shall perform the jumpering work from SingTel line side Termination Pin to the Requesting Licensee's Subscriber Tie Cable Termination Pin at the Building MDF.
- 7.8 The Requesting Licensee may, under an agreement with another person (**Contractor**), allow the Contractor to access the DP of SingTel on the Requesting Licensee's behalf, provided that the Requesting Licensee first:
- (a) notifies SingTel of the name and contact details of the Contractor; and
  - (b) procures that the Contractor complies with the provisions of this Schedule.
- 7.9 If the Requesting Licensee becomes aware of any activities which are in contravention of this Schedule by its employees, agents or Contractors, the Requesting Licensee must take such action which is available to it to prevent or discourage continuation of the action.

## **8. UNAUTHORISED ACCESS TO LOCAL LOOP OR SUB LOOP**

- 8.1 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 Local Loop or Sub Loop without having obtained a licence in accordance with this

Schedule, SingTel shall notify the Requesting Licensee and the Requesting Licensee must, within two (2) Business Days of the notice, submit a Request for Local Loop or Sub Loop in accordance with clause 3. As part of the Request, the Requesting Licensee must provide documentary evidence of the date of installation. 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.

- 8.2 Where SingTel approves the Request for Local Loop or Sub Loop, the Requesting Licensee must pay, within five (5) Business Days from the date of approval, SingTel's reasonable costs incurred in investigating the unauthorised use and the Charges in arrears calculated from the date of access (including the date of deemed access under clause 8.1) in accordance with Schedule 9.
- 8.3 If the Requesting Licensee fails to pay the arrears after five (5) Business Days from the date of approval, the Requesting Licensee must discontinue use and remove its equipment from the Local Loop or Sub Loop within five (5) Business Days.
- 8.4 If SingTel rejects the Request for Local Loop or Sub Loop, the Requesting Licensee must pay, within five (5) Business Days from the date of rejection, SingTel's reasonable costs incurred in investigating the unauthorised use and the Charges in arrears calculated from the date of access in accordance with clause 8.1 and the Requesting Licensee must discontinue use and remove its equipment from the Local Loop or Sub Loop within ten (10) Business Days.
- 8.5 Where the Requesting Licensee fails to discontinue use and remove its MDF equipment in accordance with clause 8.3 or 8.4, SingTel may remove the MDF equipment and the Requesting Licensee shall pay any reasonable costs associated with its removal.

## **9. STANDARD TERMS AND CONDITIONS**

- 9.1 SingTel will be responsible for the maintenance and administration of the Local Loop or Sub Loop under this Schedule.
- 9.2 Subject to SingTel's obligations to the Authority under the Code, SingTel does not guarantee that the loop length, attenuation, noise level or loss would remain the same

- throughout the licence period. During routine maintenance or cable diversion, the loop length, attenuation, noise level or loss may change.
- 9.3 SingTel licenses Local Loop and Sub Loop in the same condition that it would provide to itself for an equivalent service although SingTel cannot guarantee that the Local Loop or Sub-Loop will be suitable for a service other than POTS. The Requesting Licensee is responsible for costs incurred due to its use of the Local Loop or Sub Loop for the purpose of providing services other than POTS.
- 9.4 The Parties shall in good faith co-operate with each other and take reasonable measures to ensure that there is no interference with or deterioration to SingTel's existing services or those of a Third Party as a result of the Requesting Licensee's use of the Local Loop and Sub Loop.
- 9.5 The Requesting Licensee shall be responsible for the installation and connection of a Tie Termination Block to access the licensed Local Loop or Sub Loop. The Requesting Licensee may request to licence SingTel's Distribution Frame Mounting subject to availability. For the avoidance of doubt, licensing of Distribution Frame Mounting is not covered under this Schedule and is covered in Schedule 3D.
- 9.6 The Requesting Licensee acknowledges that if 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 MDF, DP or damaged site.
- 9.7 The Parties acknowledge that licences in respect of Essential Support Facilities is governed by Schedule 5 and POA Co-Location Space is governed by Schedule 8B.
- 9.8 Subject to clause 15.10, nothing in this Schedule vests in the Requesting Licensee any right, title or proprietary interest in the Local Loop, Sub Loop or Jumper Wire.
- 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 Local Loop or Sub Loop.

## 11. FAULT REPORTING AND CLEARING

- 11.1 The Requesting Licensee must take all reasonable measures to ensure that its Customers report faults and/or complain to the Requesting Licensee.
- 11.2 Each Party must have or establish a Fault Control Centre (**FCC**) to act as a single point of contact for the reporting and management for fault reporting and clearing. The FCC must be available twenty-four (24) hours a day, seven (7) days a week.
- 11.3 Subject to clauses 11.4 and 11.5, each Party (**Reporting Party**) shall report to the other Party's (**Responding Party's**) FCC any fault in Local Loop or Sub Loop licensed to the Requesting Licensee under this Schedule.
- 11.4 The Reporting Party must perform fault analysis and localisation to determine the source of the fault and ensure that the fault does not lie within its Network before reporting the fault to the Responding Party. The Responding Party may impose Charges on the Reporting Party if the fault is found to be within the Reporting Party's Network.
- 11.5 When the Reporting Party reasonably believes that the source of a fault is within the Network of the Responding Party, the Reporting Party shall report the fault to the Responding Party and provide the following information to the Responding Party via fax and/or electronic means when reporting faults to the Responding Party's FCC:
- (a) Fault Identification Number;
  - (b) Circuit Reference;
  - (c) Customer's name (where necessary);
  - (d) Customer's contact telephone number (where necessary);
  - (e) a description of the fault and symptoms;
  - (f) results of any tests undertaken by the Reporting Party; and
  - (g) such other information that is reasonably required by the Responding Party.

- 11.6 The Responding Party shall respond to the fault (**First Appointment**) to effect fault analysis within three (3) Business Days after the Responding Party receives the Reporting Party's fault report issued under clause 11.5. This response time is not inclusive of any delay caused by any failure of the Responding Party's personnel to:
- (a) gain access to the Customer's premises to carry out any inspection and/or work required; or
  - (b) to make any appointment at a time selected by the Responding Party with the Customer or the Reporting Party for the visit referred to in clause 11.6(a).
- 11.7 Where requested, the Reporting Party shall inject a dial tone or continuous 1 kHz tone or other tone acceptable to both Parties, from its Network to enable the Responding Party to trace the reported fault in the Responding Party's Network.
- 11.8 The Responding Party's response to the fault will be complete when it provides the date and time of fault rectification to the Reporting Party.
- 11.9 If either Party submits a fault report to the other Party's FCC on a Local Loop or Sub Loop in accordance with this clause 11, and the processes in clauses 11.6, 11.7 and 11.8 are followed on two (2) separate occasions with the same nature of complaint in the space of five (5) Business Days, upon the reporting of the second occasion, either Party may initiate a joint investigation to identify the source of interference.
- 11.10 Each Party shall co-operate in a reasonable manner with the other Party in relation to any such joint investigation. Upon conclusion of the joint investigation, the Party identified as the interfering Party shall take action as soon as practicable after such identification to remove and correct the source of interference.
- 11.11 If the interfering Party is the Requesting Licensee, and the Requesting Licensee does not take action to remove and correct the source of the interference, SingTel may take such action as is reasonably necessary to remove the interference including suspension or termination of the Local Loop or Sub Loop licence.
- 11.12 The Reporting Party is responsible to keep its Customer informed of the progress of the fault rectification until the fault is rectified.
- 11.13 Each Party shall maintain and store its own records of faults and repairs.

11.14 If it is necessary to carry out repair or upgrading of any equipment or facility forming part of the SingTel Local Loop or Sub Loop, SingTel shall, where reasonably practicable, provide the Requesting Licensee with reasonable notice of such repairs or upgrades. SingTel shall not be liable for any loss caused by such repair or upgrading.

## **12. PROTECTION AND SAFETY**

12.1 Each Party is responsible for the safe operation of its Network and in particular the safe operation of equipment within its Network on its side of the connection at the Subscriber Tie Cable Termination Pin or DP Termination Pin.

12.2 Each Party shall, so far as reasonably practicable, take all necessary steps to ensure that the licence of the Local Loop or Sub Loop, its operations and its implementation of this Schedule:

(a) do not endanger the safety or health of any person, including the employees and contractors of the Parties; and

(b) do not damage, interfere with or cause any deterioration in the operation of the other Party's Network, provided that SingTel's POTS and existing services shall take precedence and be retained if the interference is not otherwise resolvable.

12.3 The Requesting Licensee shall not deploy any hazardous power feed onto the Local Loop or Sub Loop licensed to it under this Schedule.

## **13. TERM OF LICENCE**

13.1 The term of the Local Loop or Sub Loop licence shall commence:

(a) in the case of an existing Local Loop or Sub Loop, on the date SingTel provides its acceptance under clause 4.2 and continues for a period of two (2) years and for such other period as extended under clause 13.2; or

(b) in the case of a newly constructed Local Loop or Sub Loop under clause 6, on the date of the Requesting Licensee's acceptance to construct under clause 6.6 and continues for two (2) years after the Ready for Service date under clause 6.9 and for such other period as extended under clause 13.2.

- 13.2 The term of the Local Loop or Sub Loop licence under clauses 13.1(a) and (b) shall be automatically extended for six (6) month periods until termination of this RIO Agreement or terminated in accordance with this Schedule.
- 13.3 The Requesting Licensee may terminate the licence of the Local Loop or Sub Loop by giving SingTel no less than six (6) months written notice. Such termination will take effect from the date of expiry of this notice.
- 13.4 SingTel may terminate the licence of the Local Loop or Sub Loop with effect on or after the expiry of the original term under clause 13.1 by giving the Requesting Licensee no less than six (6) months written notice.

#### **14. SUSPENSION**

- 14.1 SingTel may suspend the Requesting Licensee's licence to the Local Loop or Sub Loop at any time until further notice to the Requesting Licensee if the licence of the Local Loop or Sub Loop 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.
- 14.2 Without limiting the exclusions or limitations of liability in this RIO Agreement, SingTel shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of access to Local Loop or Sub Loop under this clause 14.

#### **15. TERMINATION OF LICENCE**

- 15.1 SingTel may immediately terminate a licence of Local Loop or Sub Loop if:
- (a) the Requesting Licensee is no longer an FBO;
  - (b) in SingTel's reasonable opinion, the Requesting Licensee is using the Local Loop or Sub Loop 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 Local Loop or Sub Loop is used for a purpose other than for the purpose of the Requesting Licensee providing telecommunication services to the Requesting Licensee's Customer;
- (d) the licence in respect of Co-Location Space to which the Local Loop or Sub Loop is connected is terminated or expires;
- (e) the Requesting Licensee abandons the Local Loop or Sub Loop;
- (f) the Local Loop or Sub Loop has become unsafe or unsuitable for its purpose;
- (g) SingTel's right to own, maintain or operate the Local Loop or Sub Loop is revoked or terminates or expires; or
- (h) the use of the Local Loop or Sub Loop 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.

15.2 Either Party (**Terminating Party**) may terminate a licence of a Local Loop or Sub Loop 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.

15.3 If during the term of a Local Loop or Sub Loop licence, any Local Loop or Sub Loop licensed to the Requesting Licensee is:

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

SingTel may terminate the licence of the Local Loop or Sub Loop by giving six (6) months notice to the Requesting Licensee.

15.4 SingTel may give the Requesting Licensee no less than six (6) months notice at any time during the term of a Local Loop or Sub Loop licence that the licence of the Local Loop or Sub Loop 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 Local Loop or Sub Loop licence, and the Requesting Licensee shall be solely responsible for making such alternative arrangements as are necessary to continue to provide its Customers with the services it provided to them using the licensed Local Loops or Sub Loops. In the event that the Requesting Licensee requests assistance from SingTel within thirty (30) Business Days after receiving a notice under this clause to provide an alternative solution to the Co-Location Space which is being terminated, SingTel shall use its reasonable endeavours to assist the Requesting Licensee in finding suitable alternatives to the Local Loop or Sub Loop that is the subject of termination provided that nothing in this clause shall restrict SingTel's right to terminate under this clause 15 and that the ultimate responsibility to find an alternative lies with the Requesting Licensee.

15.5 Upon expiry or termination of the licence of Local Loop or Sub Loop:

- (a) the Requesting Licensee must discontinue the use of the Local Loop or Sub Loop; and
- (b) must disconnect all equipment connected to the Local Loop or Sub Loop,

within ten (10) Business Days after the expiry of the Requesting Licensee's licence or from the date of termination of the licence, whichever is the earlier.

15.6 If the Requesting Licensee fails to disconnect its equipment from the Local Loop or Sub Loop under clause 15.5, SingTel shall remove the Requesting Licensee's equipment. The Requesting Licensee shall pay to SingTel all reasonable costs associated with the work undertaken by SingTel including the disposal of the Requesting Licensee's equipment. In such event, the Requesting Licensee shall have no claim whatsoever against SingTel.

15.7 Upon termination prior to the expiry of the licence term referred to in clause 13.1(b) (including such periods of extension thereto) by the Requesting Licensee under clause 13.3 or SingTel under clauses 15.1 (other than clauses 15.1(f) or (g)) or 15.2 of the licence of a Local Loop or Sub Loop that has been newly constructed under clause 6, SingTel will be entitled to recover licence Charges for the remainder of the licence term referred to in clause 13.1(b) (including such periods of extension thereto) from the Requesting Licensee. In addition, SingTel shall have the right, at its discretion, to require the Requesting Licensee to purchase from SingTel the Local

Loop or Sub Loop at a price to be determined in accordance with the formula set out in clause 15.9 (the “Put Option”). If SingTel wishes to exercise the Put Option, SingTel must notify the Requesting Licensee in writing within thirty (30) Business Days from the event of termination.

- 15.8 Upon expiry of the licence term referred to in clause 13.1(b) (including such periods of extensions thereto), SingTel shall have the right, at its discretion, to require the Requesting Licensee to purchase from SingTel the Local Loop or Sub Loop at a price to be determined in accordance with the formula set out in clause 15.9 (the “Put Option”). If SingTel wishes to exercise the Put Option, SingTel must notify the Requesting Licensee in writing thirty (30) Business Days prior to the expiry of the licence term.
- 15.9 For the purpose of clauses 15.7 and 15.8, the Put Option price for the purchase of the Local Loop or Sub Loop (“Strike Price”) shall be computed in accordance with the following formula:

$$\text{Strike Price} = C \times ((U - Y) / U)$$

C = Construction cost of the Local Loop or Sub Loop (as notified by SingTel to the Requesting Licensee under clauses 6.5(b) and 6.8)

U = 20 years

Y = Greater of:

(a) years of actual use of the Local Loop or Sub Loop by the Requesting Licensee pursuant to the licence; or

(b) 2 years.

- 15.10 If SingTel chooses not to exercise its Put Option under clauses 15.7 or 15.8, it will maintain ownership of the Local Loop or Sub Loop and may use it for any lawful purpose, but may not impose any further charges on the Requesting Licensee. If SingTel chooses to exercise its Put Option, the Requesting Licensee will obtain ownership of the Local Loop or Sub Loop upon its purchase of the Local Loop or Sub Loop, and SingTel may not impose any other charges on the Requesting Licensee.

## **16. SUB-LICENSING**

16.1 The Requesting Licensee must not assign the licence in respect of or sub-let the Local Loop or Sub Loop. For the avoidance of doubt, nothing in this clause places any restriction on the end users to whom the Requesting Licensee may resell services provided using the Local Loop or Sub Loop.

**ANNEX 3A.1: GUIDELINE FOR ACCESS TO DP, INTERNAL WIRING AND DISTRIBUTION FRAME VERTICAL/MOUNTING**

**1. GENERAL**

1.1 This Guideline is applicable for access to all SingTel's DP, Internal Wiring and Distribution Frame Vertical/Mounting.

1.2 The Requesting Licensee shall provide to SingTel a master list of persons nominated by it to have physical access to DP, Internal Wiring and Distribution Frame Vertical/Mounting. The master list shall contain, without limitation, for each person, the following details:

- (a) Full name;
- (b) Contractor/company name;
- (c) IDA Licence number;
- (d) NRIC/Passport no.;
- (e) contact no.; and
- (f) fax no.

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.

1.4 No person will be permitted physical access to SingTel DP, Internal Wiring or Distribution Frame Vertical/Mounting without being nominated on the master list under clause 1.2.

**2. GENERAL CONDITIONS OF PHYSICAL ACCESS**

2.1 Where both SingTel and the Requesting Licensee require physical access to the DP, Internal Wiring and Distribution Frame Vertical/Mounting, SingTel has priority.

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

- (a) SingTel has previously notified the Requesting Licensee of problems with that person (eg the person has breached safety requirements or Best Practice); or
- (b) the person has been barred under clause 2.7.

2.3 The Requesting Licensee must not do or omit to do anything in connection with gaining physical access to SingTel's DP, Internal Wiring and Distribution Frame Vertical/Mounting which may:

- (a) threaten the safety of SingTel's employees, customers or third persons; or
- (b) interfere physically or electrically with the delivery of telecommunication 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 DP, Internal Wiring and Distribution Frame Vertical/Mounting; or
- (e) cause damage to SingTel's DP, Internal Wiring and Distribution Frame Vertical/Mounting.

2.4 The Requesting Licensee must ensure the following:

- (a) the Best Practice for Working on DP under clause 3 and any written instructions (relating to particular circumstances not covered by the Best Practice) is followed;
- (b) abide by the SOP for the use of Internal Wiring;
- (c) the DP or Internal Wiring is left in a safe and tidy condition; and

- (d) adherence to the Annex 3A.2.
- 2.5 Where, for whatever reason, the Requesting Licensee decides that a person nominated by it under clause 1 should no longer be permitted physical access it must immediately notify SingTel and provide an updated master list.
- 2.6 SingTel may terminate physical access where:
- (a) the physical access causes or is 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;
  - (b) the area is unsafe; or
  - (c) the Requesting Licensee is in breach of clause 2.3 or clause 2.4.
- 2.7 Without prejudice to any other rights SingTel may have (whether under contract, at law, or in equity), where the Requesting Licensee or their agents:
- (a) gains entry to any DP, Internal Wiring and Distribution Frame Vertical/Mounting or part thereof; or
  - (b) uses, or attempts to use physical access for any purpose other than the purpose for which notice was provided,
- physical access may be immediately terminated and the person(s) will henceforth be barred from entering any Facilities of SingTel.
- 2.8 The Requesting Licensee must not grant a third person physical access to the DP, Internal Wiring and Distribution Frame Vertical/Mounting to which the Requesting Licensee has been granted physical access under this Schedule.
- 2.9 In addition to the indemnities provided under the RIO Agreement or Schedules, the Requesting Licensee shall indemnify SingTel against all loss or damage suffered or incurred in connection with or as a result of any unnotified access to SingTel's facilities, whether by the Requesting Licensee's employees or agents or third persons.

### **3. BEST PRACTICE FOR WORKING ON SINGTEL'S DP**

#### 3.1 General

- (a) The Requesting Licensee shall ensure that the person authorised to work on the DP uses proper tools when working on the DP.
- (b) Upon expiry or termination of the licence of Local Loop or Sub Loop, the Requesting Licensee shall disconnect Internal Wiring from the DP pair within three (3) Business Days.
- (c) The Requesting Licensee shall not tamper with nor disconnect any SingTel's Internal Wiring in the course of its work at the DP.

#### 3.2 Procedures When Working At The DP

- (a) The Requesting Licensee shall comply with the Procedure of Security of DPs using this method.
- (b) The Requesting Licensee shall verify the allocated licensed Local Loop or Sub Loop assigned by the SingTel before proceeding to remove any Internal Wiring for the purpose of terminating its Internal Wiring.
- (c) When the Requesting Licensee installs a new cable for service provision, the cable sheath shall be removed up to the cable entry in the DP box. Do not strip, cut or join the Internal Wiring too close to the terminals. The Internal Wiring shall be led through the designated holes and not run across the face of the terminals of the DP box. The Internal Wiring shall not be too long in the DP box and shall be terminated with 20 to 30 mm slack to avoid straining. Spare Internal Wiring shall be coiled around the cable sheath.
- (d) The Requesting Licensee shall keep the DP box safe and tidy and close the DP box after accessing it. The Requesting Licensee shall report immediately if there are any defects found at the DP.

## **ANNEX 3A.2: PROCEDURE ON SECURITY OF DPS USING THE SERIALISED SECURITY LABEL METHOD**

### **1. GENERAL**

- 1.1 This procedure highlights the method of providing security to DPS using the serialised security label and Subscriber Tie Cable.
- 1.2 This procedure is not applicable to DPS which are installed in security areas (such as in landed properties, private housing estates with security measures, risers duct and IDF which are locked, etc) and DPS already provided with locking devices.

### **2. MATERIALS REQUIRED**

- 2.1 The following materials will be required:
  - 2.1.1 Security label with serial numbers and company logo clearly displayed.
  - 2.1.2 Warning labels:
    - (a) Big size — 85mm x 25mm for discases and metal DP boxes,
    - (b) Small size — 55mm x 18mm for block terminals
  - 2.1.3 Cable ties with tags for security labels.

### **3. IMPLEMENTATION – INITIAL INSTALLATION OF WARNING LABELS AND SECURITY LABELS**

- 3.1 The Requesting Licensee will keep records of serialised security labels issued to each staff using the recording form as per Form 1 in Annex 3A.5.
- 3.2 Serialised security labels and warning labels are to be tagged to the DPS which are installed in public areas and not provided with locking devices.

- 3.3 Each DP will be installed with a warning label (two sizes – big one for discases and metal DP box, small one for block terminals) at the top right corner and a serialised security label using the cable tie with tag as shown in the attached photograph.
- 3.4 The Requesting Licensee’s staff or contractor is to record the usage of security labels using the form as shown in Form 2 in Annex 3A.6. The form will be kept by the respective Requesting Licensee. The Requesting Licensee shall keep the usage record in their own database system for traceability.

#### **4. USE OF SECURITY LABEL IN ROUTINE OPERATION**

- 4.1 Re-access to DPs already installed with security labels and warning labels
- 4.1.1 Re-access to DPs already installed with security label (SingTel or the Requesting Licensee’s security label) requires the cutting away of the existing cable tie with security label.
- 4.1.2 Upon completion of the required work at DPs, a new security label has to be installed using a new cable tie. The serial number of the new security label used has to be recorded in accordance with the process captured in clause 3.3 above.
- 4.2 Reporting of DPs with damaged security labels
- 4.2.1 The Requesting Licensee is to record DPs which are installed with warning label but missing security labels in the same form use for recording use of security labels in clause 3.3. The forms are to be kept for future verification.



**Annex 3A.4 - Sample Report on Summary of DPs Provided with Security Labels**

| SUMMARY OF DPs WHICH ARE PROVIDED WITH SECURITY LABELS |                              |   |         |        |  |
|--|------------------------------|---|---------|--------|--|
| EXCHANGE   | TOTAL NO. OF DPs IN EXCHANGE | NO. OF DP WHICH ARE PROVIDED WITH SECURITY LABELS |         |        | TOTAL NO. OF DP PROVIDE WITH SECURITY LABELS |
|  |                              | BT  | DISCASE | OTHERS |  |
|  |                              | AM  |         |        |  |
| BD   |                              |   |         |        |  |
| CG   |                              |   |         |        |  |
| ES   |                              |   |         |        |  |
| GL   |                              |   |         |        |  |
| HG   |                              |   |         |        |  |
| KT   |                              |   |         |        |  |
| NT   |                              |   |         |        |  |
| PL   |                              |   |         |        |  |
| PR   |                              |   |         |        |  |
| SB   |                              |   |         |        |  |
| TP   |                              |   |         |        |  |
| YC   |                              |   |         |        |  |
| <b>Sub.Total</b>                                       |                              |   |         |        |  |
| AR   |                              |   |         |        |  |
| BP   |                              |   |         |        |  |
| BT   |                              |   |         |        |  |
| CS   |                              |   |         |        |  |
| CT   |                              |   |         |        |  |
| CY   |                              |   |         |        |  |
| JE   |                              |   |         |        |  |
| JR   |                              |   |         |        |  |
| JW   |                              |   |         |        |  |
| OC   |                              |   |         |        |  |
| QT   |                              |   |         |        |  |
| TB   |                              |   |         |        |  |
| TS   |                              |   |         |        |  |
| WL   |                              |   |         |        |  |
| <b>Sub. Total</b>                                      |                              |   |         |        |  |
| <b>Grand Total</b>                                     |                              |   |         |        |  |

**ANNEX 3A.5 FORM 1 - RECORD OF SECURITY LABELS ISSUED TO FIELD STAFF**

| S/N | SERIAL NO |        | DATE ISSUED | RECEIVED BY | SIGNATURE |
|-----|-----------|--------|-------------|-------------|-----------|
|     | STARTING  | ENDING |             |             |           |
| 1   |           |        |             |             |           |
| 2   |           |        |             |             |           |
| 3   |           |        |             |             |           |
| 4   |           |        |             |             |           |
| 5   |           |        |             |             |           |
| 6   |           |        |             |             |           |
| 7   |           |        |             |             |           |
| 8   |           |        |             |             |           |
| 9   |           |        |             |             |           |
| 10  |           |        |             |             |           |
| 11  |           |        |             |             |           |
| 12  |           |        |             |             |           |
| 13  |           |        |             |             |           |
| 14  |           |        |             |             |           |
| 15  |           |        |             |             |           |
| 16  |           |        |             |             |           |
| 17  |           |        |             |             |           |
| 18  |           |        |             |             |           |
| 19  |           |        |             |             |           |
| 20  |           |        |             |             |           |
| 21  |           |        |             |             |           |
| 22  |           |        |             |             |           |



ANNEX 3A.7 - PHOTOGRAPHS

