

**SCHEDULE 3B**

**LINE SHARING**

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## **SCHEDULE 3B**

### **LINE SHARING**

#### **1. SCOPE**

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with a licence for Line Sharing on a Shared Line for the sole purpose of the Requesting Licensee providing xDSL services to a Requesting Licensee's Customer using the same Local Loop that SingTel uses to provide POTS to that Customer.
- 1.2 The Requesting Licensee may seek Line Sharing on the Customer's existing POTS Local Loop owned by SingTel subject to:
- (a) the use by the Requesting Licensee of the Shared Line for the purpose of the Requesting Licensee providing xDSL 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 clause 4.4 (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 6.2, and the failure to meet the timeframes 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 LINE SHARING**

2.1 SingTel will provide a licence for Line Sharing on a Shared Line 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 a Shared Line:

- (a) [Deleted]
- (b) whether the Customer has applied to terminate any contract with SingTel for SingTel's xDSL services which are provided using that Shared Line;
- (b) the Requesting Licensee's and other Licensees' requirements which have been ordered but not yet delivered or which have been provided;
- (c) security and confidentiality requirements imposed on SingTel by Governmental Agencies;
- (d) whether SingTel has plans or otherwise proposes to decommission the Local Loop.

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

3.1 The Requesting Licensee may only lodge a Request for Line Sharing in accordance with this Schedule if the Customer of the Requesting Licensee has contracted with SingTel for the provision by SingTel of POTS.

3.2 The Requesting Licensee shall submit its Request for Line Sharing to SingTel in the form of Annex 3B.1 containing the following information:

- (a) the technical specifications, including the type of service to be offered and its signal power, frequency and bandwidth of the xDSL service the Requesting Licensee proposes to supply to its Customers;
- (b) Customer's premises address and the Customer's telephone number for the Shared Line;
- (c) authorisation from the lessee of the POTS for the provision of the Requesting Licensee's service over the Shared Line;
- (d) POA or Building MDF room location and name;
- (e) POA or Building MDF room Tie Termination Pair allocated for connection; and
- (f) the number of Shared Lines requested from that Customer's premises.

#### **4. RESPONSE TIME**

4.1 SingTel shall process all Requests for Line Sharing 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 Line Sharing by 5.00pm 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 Line Sharing under clause 4.2, SingTel shall provide to the Requesting Licensee its approval together with the following information for the licensing of Shared Lines:

- (a) the Shared Line estimated provisioning date which will be no later than five (5) Business Days from the date of processing; and

(b) corresponding Circuit Reference number.

4.5 SingTel may reject a Request for Line Sharing if:

- (a) the Requesting Licensee is not a FBO;
- (b) the Request for Line Sharing is not in the prescribed form;
- (c) the Request for Line Sharing does not contain all the required information;
- (d) Line Sharing is not available as determined under clause 2;
- (e) the Customer has not contracted for POTS from SingTel;
- (f) the Requesting Licensee has not obtained the necessary Subscriber Tie Cable and Termination Block under Schedule 3D;
- (g) the Requesting Licensee has not obtained a licence to the necessary Co-Location Space under Schedule 8B; or
- (h) in SingTel's reasonable opinion, the equipment (including the splitters) and services that the Requesting Licensee proposes to use to provide the xDSL services may interfere or cause deterioration to POTS supplied by SingTel.

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

## **5. DELIVERY**

5.1 Unless otherwise specified, SingTel shall provide the Shared Line within the period notified in the acceptance of the Request for Line Sharing 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 retain the responsibility for working at the SingTel Exchange MDF, Building MDF and DP, including jumpering works at the SingTel Building and Exchange MDF as well as termination of Internal Wiring to SingTel DP. The Requesting Licensee shall bear the Charges for such work carried out by SingTel.

- 5.3 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.
- 5.4 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.
- 5.5 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 Line Sharing.
- 5.6 SingTel shall promptly notify the Requesting Licensee on the completion of provisioning the Shared Line under clause 5.1.
- 5.7 Nothing in this Schedule vests in the Requesting Licensee any right, title or proprietary interest in the Shared Line or Jumper Wire.

**6. ACCESS TO DP**

- 6.1 The Requesting Licensee shall not, and shall ensure that its employees, agents and contractors do not, at any time access the SingTel MDF or SingTel's DP.
- 6.2 Where required, the Requesting Licensee shall submit an application requesting SingTel to jumper to a new Tie Cable pair. Subject to clause 4, SingTel will perform the jumpering within three (3) Business Days from the receipt of request.

**7. UNAUTHORISED ACCESS TO SHARED LINE**

- 7.1 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 Shared Line 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 Line Sharing 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.

- 7.2 Where SingTel approves the Request for Line Sharing, 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 7.1) in accordance with Schedule 9.
- 7.3 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 Shared Line within five (5) Business Days.
- 7.4 If SingTel rejects the Request for Line Sharing, 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 7.1 and the Requesting Licensee must discontinue use and remove its equipment from the Shared Line within ten (10) Business Days.
- 7.5 Where the Requesting Licensee fails to discontinue use and remove its MDF equipment in accordance with clause 7.3 or 7.4, SingTel may remove the MDF equipment and the Requesting Licensee shall pay any reasonable costs associated with its removal.

## **8. STANDARD TERMS AND CONDITIONS**

- 8.1 SingTel will be responsible for the maintenance and administration of the Shared Line and POTS under this Schedule.
- 8.2 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.
- 8.3 SingTel licenses Shared Lines 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 Shared Line for the purpose of providing xDSL services.
- 8.4 Except to the extent strictly necessary to accurately describe the service to actual or potential Customers, the Requesting Licensee shall not use SingTel's name, any SingTel's trademarks or the fact that any service is supplied using SingTel's Network in promoting the Requesting Licensee's service.
- 8.5 The Requesting Licensee shall be responsible to the Requesting Licensee's Customers for all aspects of operations and maintenance of the Requesting Licensee's services.
- 8.6 The Requesting Licensee shall not make physical contact with or otherwise interfere, change or damage SingTel's Building MDF, MDF Termination Block, Termination Pin, Jumper Wires, DP, or DP Termination Pin that is used to provide the SingTel POTS.
- 8.7 The Requesting Licensee shall be responsible for the installation and connection of a Tie Termination Block to access the licensed Shared Line. The Requesting Licensee may request to licence SingTel's Distribution Frame Mounting subject to availability. For the avoidance of doubt, licence of Distribution Frame Mounting is not covered under this Schedule and is covered in Schedule 3D.
- 8.8 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.
- 8.9 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.
- 8.10 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 Shared Line.

8.11 The Requesting Licensee shall comply with any Spectral Compatibility of xDSL Systems Plan developed by SingTel from time to time and as approved by the Authority.

8.12 The Requesting Licensee shall provide both splitters at each end of the Shared Line to separate the Shared Line into two independent channels to avoid interference between the signals of the services on each channel.

## **9. ACCESS AND APPROVALS REQUIRED**

9.1 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 Shared Lines.

## **10. FAULT REPORTING AND CLEARING**

10.1 Each Party must have or establish a Fault Reporting and Control Centre (FCC) to act as a single point of contact for the reporting and management of fault reporting and clearing. The FCC must be available twenty-four (24) hours a day, seven (7) days a week.

10.2 Each Party will perform fault analysis to determine the source of the fault and check that the fault does not lie within its Network before reporting the fault to the other Party.

10.3 Where a Party's use of the Shared Line interferes with the other Party's service, the other Party shall report the fault to the first mentioned Party.

10.4 Upon receipt of a fault report under clause 10.1 with respect to interference by the Requesting Licensee's service with POTS or a SingTel or Third Party service which pre-existed the Requesting Licensee's service, the Requesting Licensee shall remove the cause of the interference within two (2) Business Days.

10.5 If the Requesting Licensee fails to remove the cause of the interference as required by clause 10.4, SingTel may immediately terminate the licence of the Shared Line under this Schedule and remove the Requesting Licensee's service. The Requesting

- Licensee shall pay SingTel for the cost incurred in the investigation and removal of the interference.
- 10.6 Each Party shall maintain and store its own records of faults and repairs.
- 10.7 The Requesting Licensee shall compensate SingTel for the cost incurred in responding to a fault that is caused by the Requesting Licensee.
- 10.8 The Requesting Licensee acknowledges that SingTel may temporarily disconnect the Requesting Licensee's xDSL services at either the Exchange MDF or Building MDF for SingTel to perform reasonable fault analysis and line testing on the Shared Line for up to three (3) hours. SingTel will use its reasonable endeavours to provide the Requesting Licensee with prior notice of any such disconnection.
- 10.9 If it is necessary to carry out repair or upgrading of any equipment or facility forming part of the SingTel Shared Line, 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.

**11. PROTECTION AND SAFETY**

- 11.1 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.
- 11.2 Each Party shall, so far as reasonably practicable, take all necessary steps to ensure that the licence of the Shared Line, 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;
  - (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 SingTel and Third Party services which pre-existed the Requesting Licensee's services shall take precedence; and
- 11.3 The Requesting Licensee shall not deploy any hazardous power feed onto the Shared Line licensed to it under this Schedule.

## **12. TERM OF LICENCE**

- 12.1 The Line Sharing shall commence on the date SingTel provides its approval under clause 4.2 and continues for two (2) years and for such other period as extended under clause 12.2.
- 12.2 The term of the Line Sharing licence under clause 12.1 shall be automatically extended for six (6) month periods until termination of this RIO Agreement or terminated in accordance with this Schedule.
- 12.3 The Requesting Licensee may terminate the licence of the Line Sharing by giving SingTel no less than six (6) months written notice. Such termination will take effect from the date of expiry of this notice.
- 12.4 SingTel may terminate the Line Sharing licence with effect on or after the expiry of the original term under clause 12.1 by giving the Requesting Licensee no less than six (6) months written notice.

## **13. SUSPENSION**

- 13.1 SingTel may suspend the Requesting Licensee's licence to Line Sharing at any time until further notice to the Requesting Licensee if the Line Sharing licence causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of SingTel or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the SingTel Network.
- 13.2 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 a licence under this Schedule under this clause 13.

## **14. TERMINATION OF LICENCE**

- 14.1 The Requesting Licensee may terminate its licence within five (5) Business Days from the date on which SingTel notifies the Requesting Licensee of delivery of the Shared Line under clause 5.1 of this Schedule, if the line condition is not suitable for the provision of xDSL service. The Requesting Licensee will be liable for all charges

payable up to the date of termination but not for ongoing charges payable beyond the date of termination.

14.2 SingTel may immediately terminate a licence of Shared Line under this Schedule if:

- (a) the Requesting Licensee is no longer an FBO;
- (b) in SingTel's reasonable opinion, the Requesting Licensee is using the Shared Line 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 supply of POTS by SingTel to the Customer to whom the Requesting Licensee is supplying its services is cancelled, expires or terminates;
- (d) the Shared Line is used for a purpose other than for the purpose of the Requesting Licensee providing xDSL services to the Requesting Licensee's Customer;
- (e) the licence in respect of Co-Location Space to which the Shared Line is connected is terminated or expires;
- (f) the Requesting Licensee abandons the Shared Line;
- (g) the Shared Line has become unsafe or unsuitable for its purpose;
- (h) SingTel's right to own, maintain or operate the Shared Line is revoked or terminates or expires; or
- (i) use of the Shared Line 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.

14.3 Either Party (**Terminating Party**) may terminate a licence of Line Sharing 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.

14.4 [ Deleted]

14.5 If during the term of the Line Sharing, any Shared Line used by the Requesting Licensee in accordance with this Schedule 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 in respect of the Shared Line by giving six (6) months notice to the Requesting Licensee.

14.6 SingTel may give the Requesting Licensee no less than six (6) months notice at any time during the term of a licence in respect of the Shared Line that the licence 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 licence to the Shared Line, 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 Shared Line. 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 Shared Line that is the subject of termination provided that nothing in this clause shall restrict SingTel's right to terminate under this clause 14 and that the ultimate responsibility to find an alternative lies with the Requesting Licensee.

14.7 Upon expiry or termination of the licence of Shared Line:

- (a) the Requesting Licensee must discontinue the use of the Shared Line; and
- (b) the Requesting Licensee must disconnect all equipment connected to the Shared Line; and
- (c) SingTel will be responsible for removing jumpering,

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.

- 14.8 If the Requesting Licensee fails to disconnect its equipment from the Shared Line under clause 14.7, 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 under clauses 14.7 and 14.8 including the disposal of the Requesting Licensee's equipment. In such event, the Requesting Licensee shall have no claim whatsoever against SingTel.

**15. SUB-LICENSING**

- 15.1 The Requesting Licensee must not assign the licence in respect of or sub-let the Shared Line. 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 Shared Line.