

IDA ANNOTATION – 13 DECEMBER 2000

SINGTEL RESPONSE – 11 JANUARY 2001

SCHEDULE 3A

LICENSING OF LOCAL LOOP/SUB-LOOP

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GENERAL COMMENTS

As discussed in Paragraph 10 and 12 of Schedule A, SingTel must revise the licensing period and the charging structure applicable to UNEs.

SingTel comments: See SingTel's response to the IDA's general Concerns (Schedule A).

SCHEDULE 3A

LICENSING OF LOCAL LOOP/SUB-LOOP

CLAUSE 1 – MODIFICATION REQUIRED

1. SCOPE

CLAUSE 1.1 – CONDITIONAL APPROVAL

- 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.

CLAUSE 1.2 – CONDITIONAL APPROVAL

- 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 being for the purpose of the Requesting Licensee providing telecommunications services to the Requesting Licensee’s Customer; and
 - (b) the terms and conditions of this Schedule.

CLAUSE 1.3 – MODIFICATION REQUIRED

- 1.3 This Schedule only applies to Requesting Licensees who are FBOs and have been given approval by the Authority to gain access to SingTel’s Local Loop or Sub Loop providing wire line or broadband services.

Consistent with the principle of technological neutrality, see Code § 1.5.4, SingTel must modify Clause 1.3 to provide that this Schedule 3A applies to any Facilities-based Licensee providing Telecommunication Services.

SingTel comments: SingTel believes that there should be limit on the availability of loops or sub loops to certain FBOs. For example, those that have a requirement to build.

- 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) A failure to meet these timeframes 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.

SingTel comments: SingTel has inserted these clauses as a result of the removal of “reasonable endeavours” from certain timeframes to allow SingTel to extend these timeframes due to circumstances beyond its control. It also provides for a remedy where the provisioning delay is solely caused by SingTel.

CLAUSE 2 – MODIFICATION REQUIRED

2. AVAILABILITY OF LOCAL LOOP OR SUB LOOP

CLAUSE 2.1 – MODIFICATION REQUIRED

- 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 licenses for multiple pairs at the same address per application.

The Requesting Licensee must be permitted to acquire Local Loops or Sub Loops in individual pairs or multiples thereof. Where the Requesting Licensee obtains Local Loops or Sub Loops in multiples of individual pairs, SingTel must issue a licence that includes all the multiples of individual pairs licensed for use to the Requesting Licensee. It is not efficient to provide for an individual licence for each pair of Local Loop or Sub Loop licensed for use to the Requesting Licensee. SingTel must modify Clause 2.1 to give effect to the above requirements.

SingTel comments: It would be operationally impossible to implement licences for multiple pairs, as SingTel or the Requesting Licensee may need to terminate licenses for certain loops and not others. SingTel does not believe that this will lead to a loss of efficiency as applications can be in multiple pairs. SingTel will accept one application form multiple pairs. There is also now a termination right available to the Requesting Licensee and this clause will enable the Requesting Licensee to terminate individual pairs rather than a bundle.

CLAUSE 2.2 – MODIFICATION REQUIRED

- 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 and other Licensee 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 ~~and Customers~~; and

IDA requires SingTel to provide its justification for the inclusion of Customer security and confidentiality requirements in Clause 2.2(d), otherwise SingTel must delete this requirement.

SingTel comments: SingTel considers that it is essential for SingTel to consider security and confidentiality requirements imposed by Governmental Agencies in the

context of assessing the requests or SingTel may be in breach of these obligations (which must take precedence over commercial arrangements). SingTel agrees, however, that such obligations owed to customers should give way to the RIO.

- (e) whether SingTel has plans or otherwise proposes to decommission the Local Loop or Sub Loop.

CLAUSE 3 – MODIFICATION REQUIRED

3. ORDERING AND PROVISIONING PROCEDURE

CLAUSE 3.1 – CONDITIONAL APPROVAL

- 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.

CLAUSE 3.2 – MODIFICATION REQUIRED

- 3.2 The Requesting Licensee shall submit its Request for Local Loop or Sub Loop to SingTel in the form of Annex 3A.8, 3A.9 & 3A.10 containing the following information:

- (a) Customer premise address or Building Cabinet name and address;
- (b) the number of Local Loops or Sub Loops requested from that Customer premises or Building Cabinet;
- ~~(b)~~(c) POA location and name;
- ~~(c)~~(d) POA Subscriber Tie Cable pair allocated for connection; and
- ~~(d)~~(e) the Requesting Licensee contact details; ~~and~~
- ~~(e) such other information as SingTel reasonably requires.~~

IDA requires SingTel to specify all the information that it requires from the Requesting Licensee upfront and be subject to IDA's scrutiny as part of the RIO approval process. SingTel must delete Clause 3.2(e).

SingTel comments: Agreed. In addition, multiple loops have also been catered for, provided that those loops terminate at the same customer premises or building cabinet.

CLAUSE 4 – MODIFICATION REQUIRED

4. RESPONSE TIME

CLAUSE 4.1 – CONDITIONAL APPROVAL

4.1 SingTel shall process all Requests for Local Loop or Sub Loop on a 'first come, first served' order and in a timeframe as determined by clause 4.2.

CLAUSE 4.2 – CONDITIONAL APPROVAL

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.

CLAUSE 4.3 – MODIFICATION REQUIRED

4.3 SingTel shall ~~accept~~ process a combined total of no more than ~~±200~~ Wire pairs in total for Local Loop, Sub Loop ~~and~~, Line Sharing and Internal Wiring under Schedules 3A ~~and~~, 3B and 3C from all Licensees ~~within one (1)~~ by 5.00 pm the next Business Day and subsequent Requests shall overflow to the next Business Day.

The limit of 100 wire pairs per day is unreasonably low. This restriction would hamper the Singapore Government's initiative to introduce rapidly effective and efficient competition in the telecommunication industry in Singapore. SingTel must modify Clause 4.3 to significantly increase the limit of 100 wire pairs to a level adequate to meet anticipated demand for wire pairs for Local Loop, Sub Loop and Line Sharing. If necessary, SingTel must commit additional resources to the application process. SingTel will be entitled to recover the reasonable cost incurred in processing applications. Any initial limit set by SingTel and accepted by IDA will be subject to review by IDA and, if necessary, IDA will require revisions to be made to the limit in order to meet industry demand.

SingTel comments: Partly agreed. The Cap for all UNE applications can be increased to 200. SingTel notes that this limit has never come close to being reached and that SingTel has already lost a significant amount of money on its current resources committed to such processing. SingTel also notes that the recovery of these costs is dependent on the number of applications received. Therefore there is no guarantee that SingTel's costs for these resources will be recovered. SingTel would be happy to have this limit reviewed periodically. Committing to too high a number will create a barrier to entry by requiring SingTel to increase its processing charge artificially.

CLAUSE 4.4 – MODIFICATION REQUIRED

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 Cabinet 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 5 Business Days from the date of processing; and

SingTel must modify Clause 4.4(c) to provide for a firm provisioning date.

SingTel comments: Agreed. Any remedy for a failure to meet this date will be determined by clause 1.5.

- (d) corresponding circuit reference number.

CLAUSE 4.5 – MODIFICATION REQUIRED

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

- (a) the Requesting Licensee is not an FBO that has been given approval by the Authority to access SingTel's Local Loop or Sub Loop~~providing wire line or broadband services~~;

Consistent with the principle of technological neutrality, see Code § 1.5.4, SingTel must modify Clause 4.5(a) by substituting the phrase “Telecommunication Services” in place of “wireline or broadband services”.

SingTel comments: See clause 1.3 above

~~(b)~~ the Request for Local Loop or Sub Loop is received in respect of the provision of a licence of Local Loop or Sub Loop after 29 September 2003;

SingTel must delete this Clause 4.5(b). As discussed in Paragraph 10 of Schedule A, SingTel’s obligation to provide service pursuant to the RIO will not end on 29 September 2003, although IDA may choose to modify SingTel’s obligations under the RIO at that time.

SingTel comments: Agreed

~~(e)~~(b) the Request for Local Loop or Sub Loop is not in the prescribed form;

~~(d)~~(c) the Request for Local Loop or Sub Loop does not contain all the required information;

~~(e)~~(d) the Local Loop or Sub Loop is not available as determined under clause 2 (Availability of Local Loop or Sub Loop);

~~(f)~~(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;

~~(g)~~(f) the Requesting Licensee has not obtained the necessary Subscriber Tie Cable and Termination Block under Schedule 3D; or

~~(h)~~(g) the Requesting Licensee has not obtained a licence to the necessary Co-Location Space under Schedule 8B.

CLAUSE 4.6 – CONDITIONAL APPROVAL

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.

CLAUSE 5 – MODIFICATION REQUIRED

5. DELIVERY

CLAUSE 5.1 – MODIFICATION REQUIRED

5.1 Unless otherwise specified and unless clause 6 applies, SingTel shall ~~use its reasonable endeavours to~~ 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.

IDA requires SingTel to commit to provisioning the Local Loop or Sub Loop by the provisioning date notified to the Requesting Licensee. SingTel must modify Clause 5.1 by deleting the phrase “use its reasonable endeavours to” in the first sentence.

SingTel comments: Agreed. In addition, if SingTel fails to meet the provisioning date due to circumstances within its control, it shall provide a remedy under clause 1.5.

CLAUSE 5.2 – CONDITIONAL APPROVAL

5.2 SingTel shall promptly notify the Requesting Licensee on the completion of provisioning Local Loop or Sub Loop under clause 5.1.

CLAUSE 5.3– CONDITIONAL APPROVAL

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.

CLAUSE 5.4 – CONDITIONAL APPROVAL

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.

CLAUSE 5.5 – CONDITIONAL APPROVAL

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.

CLAUSE 5.6 – CONDITIONAL APPROVAL

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.

CLAUSE 6 – MODIFICATION REQUIRED

6. SINGTEL BUILD

CLAUSE 6.1 – CONDITIONAL APPROVAL

6.1 If SingTel rejects the Request for Local Loop or Sub Loop under clauses 4.5(~~de~~), the Requesting Licensee may lodge:

- (a) 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) the processing fee as set out in Schedule 9.

CLAUSE 6.2 – CONDITIONAL APPROVAL

6.2 The Requesting Licensee shall request a minimum of 200 pairs of Loop Feeder or 5 pairs of Loop Distribution.

CLAUSE 6.3 – CONDITIONAL APPROVAL

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.

CLAUSE 6.4 – MODIFICATION REQUIRED

6.4 SingTel shall ~~use its reasonable endeavours to~~ complete the Project Study within thirty (30) Business Days of the receipt of a Request under clause 6.1.

IDA requires SingTel to commit to completing the Project Study within 30 Business Days of receipt of a Request under Clause 6.1. SingTel must modify Clause 6.4 by deleting the phrase “use its reasonable endeavours to” in the first sentence.

SingTel comments: Agreed. However, if SingTel fails to meet this timeframe due to circumstances outside its control it should be able to extend the timeframe for the study (see clause 1.4).

CLAUSE 6.5 – MODIFICATION REQUIRED

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;

If SingTel is of the view that construction of the Local Loop or Sub Loop is not feasible, SingTel must provide the Requesting Licensee with reasons to substantiate its views. If the Requesting Licensee disagrees with the reasons provided by SingTel, the Requesting Licensee may raise the matter for dispute resolution in accordance with the Dispute Resolution Procedure of the RIO Agreement. SingTel must modify Clause 6.5(a) to give effect to the above requirements.

SingTel comments: SingTel shall provide a statement of reasons (see 6.5(c)). SingTel does not believe that it is necessary to insert a specific reference to the dispute resolution process in this clause as the Requesting Licensee can refer to the dispute resolution process at any stage. SingTel shall provide a statement of reasons (see 6.5(c)).

(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 to be recovered over the minimum term of the License. **(Report).**

Please refer to Paragraph 12 of Schedule A. SingTel will not be allowed to recover the construction cost of the new Local Loop or Sub Loop up-front from the Requesting

Licensee. Instead, SingTel will be compensated by the monthly licensing charges for the use of the loop. SingTel must delete all of Clause 6.5(b)(ii).

SingTel comments: This clause does not place an up-front charge on the Requesting Licensee; rather it is intended to inform the Requesting Licensee of its liability in the case of early termination. See also SingTel's response to the IDA's general concerns (Schedule A).

(c) if it is not feasible to construct the Local Loop or Sub Loop, a statement of the reasons construction is not feasible; and

(d) the charge for the project study.

CLAUSES 6.6 TO 6.8 – MODIFICATION REQUIRED

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, ~~or such longer period as SingTel may require as notified to the Requesting Licensee.~~

6.8 SingTel shall use its reasonable endeavours to construct the Local Loop or Sub Loop within the price estimate, such prices to be recovered over the minimum term of the license. 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.

SingTel will not be allowed to recover the construction cost of the new Local Loop or Sub Loop upfront from the Requesting Licensee. Instead, SingTel will be compensated by the monthly licensing charges for the use of the loop.

SingTel comments: This clause does not place an up-front charge on the Requesting Licensee; rather it is intended to inform the Requesting Licensee of its liability in the case of early termination. SingTel has amended the clause to clarify this. See also SingTel's response to the IDA's general concerns (Schedule A).

Subject to the modification required, IDA approves the process set out in Clauses 6.6 to 6.8 as follows:

- (a) 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.*

- (b) 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 date notified for provisioning in the Report*

SingTel must modify Clauses 6.6 and 6.7 to give effect to the above requirements. In addition, SingTel must delete Clause 6.8, which is inconsistent with IDA's approved charging principles for construction of loops.

SingTel comments: SingTel believes that the provisioning date should be extendible due to causes beyond SingTel's control (see clause 1.5). Likewise, price estimate should also be extendible to due to causes beyond SingTel's control. If these provisions were removed, SingTel would not be able to guarantee provision.

CLAUSES 6.9 – CONDITIONAL APPROVAL

- 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.

CLAUSES 6.10 – CONDITIONAL APPROVAL

- 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.

CLAUSE 6.11 – CONDITIONAL APPROVAL

- 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.

CLAUSE 7 – CONDITIONAL APPROVAL

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 Vertical Distribution Frame 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 Jumpers 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 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 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 comprised 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's 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.

CLAUSE 8 – MODIFICATION REQUIRED

8. UNAUTHORISED ACCESS TO LOCAL LOOP OR SUB LOOP

CLAUSE 8.1 – MODIFICATION REQUIRED

- 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~~SingTel is not satisfied with the documentary evidence~~, the date of access shall be deemed to be the effective date of this RIO Agreement.

SingTel must modify Clause 8.1 by substituting the phrase “the Requesting Licensee is unable to provide documentary evidence substantiating the date of installation” in place of the phrase “SingTel is not satisfied with the documentary evidence” in the seventh and eighth lines.

SingTel comments: Generally agreed, but there is a need to ensure that the evidence is credible.

CLAUSE 8.2 – CONDITIONAL APPROVAL

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 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

CLAUSE 8.3 – CONDITIONAL APPROVAL

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.

CLAUSE 8.4 – MODIFICATION REQUIRED

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.

SingTel must insert the word “reasonable” before the phrase “costs incurred in investigating the unauthorised use” in the second line.

SingTel comments: Agreed

CLAUSE 8.5 – MODIFICATION REQUIRED

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.

SingTel must modify Clause 8.5 by inserting “reasonable” before the words “cost associated” in the third line.

SingTel comments: Agreed

CLAUSE 9 – MODIFICATION REQUIRED

9. STANDARD TERMS AND CONDITIONS

CLAUSE 9.1 – CONDITIONAL APPROVAL

9.1 SingTel will be responsible for the maintenance and administration of the Local Loop or Sub Loop under this Schedule.

CLAUSES 9.2 AND 9.3 – MODIFICATION REQUIRED

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 ~~The Requesting Licensee acknowledges that SingTel licences Local Loop and Sub Loop in an ‘as-is’ 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.~~ suitable for the Requesting Licensee to provide POTS to its Customers. 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.

These provisions are inconsistent with the Code and must be modified. Sub-section 5.3.5.3 of the Code provides that the Dominant Licensee must, upon request, take reasonable measures – including conditioning – to provide UNEs and UNSs in a manner that will facilitate their use by the Requesting Licensee. This obligation is further elaborated in sub-section 5.3.1.5 of Appendix 2 of the Code. If the Requesting Licensee wishes to use the loop to provide xDSL services and the Requesting Licensee requires SingTel to condition the loop for this purpose, SingTel must do so to the same extent that SingTel conditions the loop to provide its own xDSL service.

SingTel comments: SingTel does not believe that clauses 9.2 & 9.3 are inconsistent with the Code, as SingTel cannot guarantee such conditions to itself. We have made the clause subject to our obligations to the Authority under the Code. SingTel also notes that while it shall provide Loops in the same condition that it provides such loops to itself, it still can not guarantee that loop will be DSL capable or anything above POTS standard as we also can not guarantee this to ourselves.

CLAUSE 9.4 – MODIFICATION REQUIRED

9.4 The Parties shall in good faith co-operate with each other and take reasonable measures~~The Requesting Licensee shall comply with any reasonable directions of SingTel 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.~~

Sub-section 4.3.1 of the Code imposes a duty of co-operation on all Licensees. Licensees are also obligated, under sub-section 4.2.4, to take actions to prevent physical or technical harm to each other's networks. Consistent with these provisions, in the event of any interference, both parties shall in good faith co-operate with each other and take reasonable measures to remove the interference. SingTel must modify Clause 9.4 by giving effect to the above requirements.

SingTel comments: Agreed, however, existing services (including POTS) should continue to take precedence.

CLAUSE 9.5 – CONDITIONAL APPROVAL

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 Vertical subject to availability. For the avoidance of doubt, licensing of Distribution Frame Vertical is not covered under this Schedule and is covered in Schedule 3D.

CLAUSE 9.6 – CONDITIONAL APPROVAL

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.

CLAUSE 9.7 – CONDITIONAL APPROVAL

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.

CLAUSE 9.8 – CONDITIONAL APPROVAL

9.8 Nothing in this Schedule vests in the Requesting Licensee any right, title or proprietary interest in the Local Loop, Sub Loop or jumper wire.

CLAUSE 10 – MODIFICATION REQUIRED

10. ACCESS AND APPROVALS REQUIRED

CLAUSE 10.1 – MODIFICATION REQUIRED

10.1 ~~The Requesting Licensee must use its best endeavours to assist SingTel in providing the licensed Local Loop or Sub Loop, including, but not limited to:~~The Parties shall comply with clause 16.4 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.

SingTel must modify Clause 10.1 by substituting “reasonable endeavours” in place of “best endeavours” in the first line.

SingTel comments: SingTel has consolidated the licensing requirements to the main body of the RIO Agreement.

- ~~(a) at the Requesting Licensee's cost, co-operating with SingTel so that SingTel is able to licence the Local Loop or Sub Loop efficiently; and~~
- ~~(b) obtaining and maintaining any authorisation, permission, licence, waiver, registration or consent from any person necessary to allow SingTel to licence the Local Loop or Sub Loop.~~

In general, each Licensee should be required to obtain the appropriate licences, permits, etc. governing its activities. Each Licensee must reasonably co-operate with the other Licensee in obtaining the licences, permits, etc.

SingTel comments: See above and clause 16.5 of the main agreement.

CLAUSE 11 – MODIFICATION REQUIRED

11. FAULT REPORTING AND CLEARING

CLAUSE 11.1 – MODIFICATION REQUIRED

- 11.1 The Requesting Licensee must take all reasonable measures~~steps~~ to ensure that its Customers report faults and/or complain to the Requesting Licensee.

SingTel must modify Clause 11.1 by substituting “reasonable measures” in place of “all steps” in the first line.

SingTel comments: Agreed, but SingTel believes that the word “all” should be retained.

CLAUSE 11.2 – CONDITIONAL APPROVAL

- 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 24 hours a day, 7 days a week.

CLAUSE 11.3 – CONDITIONAL APPROVAL

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.

CLAUSE 11.4 – CONDITIONAL APPROVAL

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.

CLAUSE 11.5 – CONDITIONAL APPROVAL

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.

CLAUSE 11.6 – MODIFICATION REQUIRED

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

~~Requesting-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:

The reference to "Requesting Party's fault report" in the third line of Clause 11.6 should refer to "Reporting Party's fault report".

SingTel comments: Agreed

- (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 ~~Requesting-Reporting~~ Party for the visit referred to in clause 11.6(a).

The reference to "Requesting Party" in the second line of Sub-clause 11.6(b) should refer to "Reporting Party".

SingTel comments: Agreed

CLAUSE 11.7 – CONDITIONAL APPROVAL

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.

CLAUSE 11.8 – CONDITIONAL APPROVAL

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.

CLAUSE 11.9 – CONDITIONAL APPROVAL

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.

CLAUSE 11.10 – CONDITIONAL APPROVAL

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.

CLAUSE 11.11 – CONDITIONAL APPROVAL

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.

CLAUSE 11.12 – CONDITIONAL APPROVAL

11.12 The Reporting Party is responsible to keep its Customer informed of the progress of the fault rectification until the fault is rectified.

CLAUSE 11.13 – CONDITIONAL APPROVAL

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.

CLAUSE 12 – MODIFICATION REQUIRED

SingTel must modify Clause 12 to reflect the mutual obligations of both parties to ensure the protection and safety of their respective networks.

SingTel comments: Agreed, however, POTS and existing services should take precedence if the interference is not otherwise resolvable.

12. PROTECTION AND SAFETY

- 12.1 ~~The Requesting Licensee~~ 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 ~~The Requesting Licensee~~ Each Party shall, so far as reasonably practicable, take all necessary steps to ensure that ~~its~~ 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 ~~SingTel~~ the Parties; and
 - (b) do not damage, interfere with or cause any deterioration in the operation of ~~SingTel's~~ 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.

SingTel must modify Clause 12.2(b) to only refer to "physical or technical harm".

SingTel comments: SingTel believes that the lower standard of deterioration is appropriate here as this is not an absolute requirement. Rather, it is a general requirement to avoid deterioration where it is reasonably practicable to do so.

CLAUSE 12.3 – CONDITIONAL APPROVAL

- 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.

CLAUSE 13 – MODIFICATION REQUIRED

13. TERM OF LICENCE

- 13.1 The term of the Local Loop ~~and 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.

Please refer to Paragraphs 10 and 12 of Schedule A. In relation to existing loops where construction is not required, the term of the licence shall commence on the date SingTel provides its acceptance under Clause 4.2 and shall continue for such period as the Requesting Licensee may specify or upon the expiration of the RIO Agreement, whichever is earlier. However, SingTel shall only be permitted to charge for the use of the loops from the date of provisioning.

Where construction is required, SingTel may provide for a reasonable minimum term from the date on which the loop is ready for use and supplied to the Requesting Licensee (RFS Date). The term of the licence shall commence on the date the Requesting Licensee accepts SingTel's offer to construct under Clause 6.6 and shall continue for the specified minimum period from RFS Date. For illustration, if the Requesting Licensee accepts SingTel's offer to construct on 1 June 2002, the RFS Date of the loops is 1 December 2002, and the specified minimum period is two years, the licence shall commence on 1 June 2002 and cannot be terminated before 30 November 2004. However, notwithstanding the commencement date of the licence, SingTel shall only be permitted to charge for the use of the loops from the RFS Date.

SingTel comments: See SingTel's response to the IDA's general concerns (Schedule A). SingTel has drafted the term and termination provisions so that for existing loops, there is an initial 2 year term but a rolling automatic 6 month extension. However, SingTel retains the right to terminate with 6 months notice on or after the expiry of the original term of the licence. For newly constructed loops, there is an initial minimum term of 2 years. The Requesting Licensee has a right to terminate but this may give rise to a remedy for newly constructed loops if termination occurs before the expiry of the minimum term.

13.2 The term of the Local Loop or Sub Loop licence under clause 13.1(a) 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.

CLAUSE 14 – MODIFICATION REQUIRED

The right to suspend the provision of Local Loop or Sub Loop should be governed by the suspension provision set out in the main body of the RIO. To the extent not already provided in the main body, SingTel may specify in Clause 14 instances where it may be justified to suspend the provision of Local Loop or Sub Loop in accordance with the suspension provision set out in the main body of the RIO.

SingTel comments: Partly agreed, but there is a need to retain provisions relating particularly to loops.

14. SUSPENSION

CLAUSE 14.1 – MODIFICATION REQUIRED

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 a failure, interruption, disruption or congestion occurring in SingTel’s Network.:

~~(a) in the reasonable opinion of SingTel, it is necessary to suspend the licence of the Local Loop or Sub Loop in order for SingTel to carry out repair or upgrading of any equipment or facility forming part of the SingTel Local Loop or Sub Loop;~~

The events specified in Clause 14.1(a) should not be the basis of suspension of Local Loop or Sub Loop. Instead, SingTel must include a provision for maintenance to deal with both planned outages and emergencies. In relation to planned outages, SingTel must provide the Requesting Licensee with reasonable notice.

SingTel comments: Agreed, see clause 11.14

~~(a) the licensee of Local Loop or Sub Loop is having or is likely to have an adverse impact on SingTel's Network; or~~

SingTel must modify Clause 14.1(b) to refer to "physical or technical harm".

SingTel comments: Agreed, see clause 14.1

~~(c) the Requesting Licensee or any of the Requesting Licensee's Customers do anything or allow anything to be done which in SingTel's reasonable opinion may jeopardise the Local Loop, Sub Loop, or the SingTel Network.~~

IDA will not approve the events specified in Clause 14.1(c) as a separate basis for which SingTel may suspend the provision of Local Loop and Sub Loop. The relevant standard is the "physical or technical harm to the network" standard referred to above. SingTel must delete Clause 14.1(c).

SingTel comments: The words "physical or technical harm" have been used in the redrafted clause 14.1. SingTel believes that this specific suspension right should be retained in this Schedule because it is relevant to an individual license under this Schedule.

CLAUSE 14.2 – MODIFICATION REQUIRED

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.

The main body of the RIO already provides for exclusions and limitations of liability. SingTel must delete Clause 14.2.

SingTel comments: SingTel believes that it is appropriate to retain this clause as it relates to liability due to the suspension of a single loop which is not referred to in the main body.

CLAUSE 15 – MODIFICATION REQUIRED

15. TERMINATION OF LICENCE

CLAUSES 15.1 AND 15.2 – MODIFICATION REQUIRED

The right to terminate the provision of Local Loop and Sub Loop should be governed by the termination provision set out in the main body of the RIO. To the extent not already provided in the main body, SingTel may specify in Clauses 15.1 and 15.2 instances where it may be justified to terminate service in accordance with the termination provision set out in the main body of the RIO. SingTel must modify Clauses 15.1 and 15.2 to give effect to the above requirements.

SingTel comments: SingTel believes that the Termination provisions of the main agreement should not apply to individual loops, as this would be overly cumbersome and would disadvantage Requesting Licensees since individual loops could not be terminated without wider repercussions.

15.1 SingTel may immediately terminate a licence of Local Loop or Sub Loop if:

- (a) the Requesting Licensee is no longer an FBO which has been given approval by the Authority to gain access to SingTel's Local Loop or Sub Loop~~providing wire line or broadband services;~~
- ~~(b) the Requesting Licensee is in breach of this Schedule and such breach remains unremedied for a period of five (5) Business Days after receiving notice from SingTel to do so;~~
- ~~(e)(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 law, licence, code, regulation or direction;
- ~~(e) the licence of Local Loop or Sub Loop is having an adverse network impact on SingTel;~~
- ~~(e)(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 Requesting Licensee does or allows anything to be done which in SingTel's reasonable opinion may jeopardise the Local Loop, Sub Loop or the SingTel Network; 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 the Suspending Party or any other person) including but not limited to a failure, interruption, disruption or congestion occurring in SingTel's Network.

SingTel must modify Clause 15.1(j) to refer to "physical or technical harm"

SingTel comments: Agreed

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 un-remedied for a period of five (5) Business Days after receiving notice from the Terminating Party to do so.

~~15.2~~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.

CLAUSE 15.3 – MODIFICATION REQUIRED

15.315.4 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.

SingTel must offer to 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. In addition, SingTel must take reasonable measures to minimise disruption to the service provisioning by the Requesting Licensee to its customers using the Local Loop or Sub Loop that is the subject of termination.

SingTel comments: Partly agreed. SingTel does not believe that there is a need to further minimise disruption as it has already provided 6 months notice. In addition, SingTel wishes to clarify that it is the ultimate responsibility of the Requesting Licensee to find alternatives to a terminated loop or sub loop.

CLAUSE 15.4 – CONDITIONAL APPROVAL

15.415.5 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.

CLAUSE 15.5 – MODIFICATION REQUIRED

~~15.5~~15.6 _____ If the Requesting Licensee fails to disconnect its equipment from the Local Loop or Sub Loop under clause 15.54, 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.

SingTel must modify Clause 15.5 by inserting “reasonable” before “costs associated” in the third line.

SingTel comments: Agreed

CLAUSE 15.6 – MODIFICATION REQUIRED

~~15.6~~15.7 _____ Upon termination prior to the expiry of the Licence term referred to in clause 13.1(b) 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 original licence term referred to in clause 13.1(b) from the Requesting Licensee.

In relation to new loops constructed by SingTel, in the event that the Requesting Licensee terminates without cause prior to the expiry of the minimum commitment term, or if SingTel terminates with cause prior to the expiry of the minimum commitment term, SingTel will be permitted to recover the Licence Charges for the remainder of the unexpired minimum commitment term. In relation to existing loops, there is to be no minimum commitment term. SingTel must modify Clause 15.6 to give effect to the above requirements.

SingTel comments: Agreed.

CLAUSE 16 – MODIFICATION REQUIRED

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.

SingTel must expressly confirm that Clause 16.1 would not preclude a Requesting Licensee from using the loop to provide xDSL service to an ISP, which then provides a “package” to its End User subscribers that combines Internet access with high-speed connectivity.

SingTel comments: Agreed

ANNEX 3A.1 – MODIFICATION REQUIRED

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

~~GUIDELINE FOR ACCESS TO DP, INTERNAL WIRING AND DISTRIBUTION FRAME VERTICAL~~

CLAUSE 1 – CONDITIONAL APPROVAL

1. GENERAL

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

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. 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 without being nominated on the master list under clause 1.2.

CLAUSE 2 – CONDITIONAL APPROVAL

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, 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 2.5.
- 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 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 DP, Internal Wiring and Distribution Frame Vertical; or
 - (e) cause damage to SingTel's DP, Internal Wiring and Distribution Frame Vertical.

- 2.4 The Requesting Licensee must ensure the following:
- (a) the Best Practice for Working on DP under clause 3 is followed and any written instructions (relating to particular circumstances not covered by the Best Practice);
 - (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 3B.1.
- 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.

CLAUSE 2.6 – MODIFICATION REQUIRED

- 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 a failure, interruption, disruption or congestion occurring in ~~may jeopardise or interfere with the integrity of SingTel's Network or Facilities or creates~~ a security risk;

SingTel must modify Clause 2.6(a) to refer to “physical or technical harm”.

SingTel comments: Agreed

- (b) that the area is unsafe; or
 - (c) that 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 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 to which the Requesting Licensee has been granted physical access under this Schedule.
- 2.9 In addition to the indemnities provided under the Agreement or Schedule, the Requesting Licensee indemnifies 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.

CLAUSE 3 – CONDITIONAL APPROVAL

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 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 the 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 install 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 Internal Wiring too close to the terminals. The Internal Wiring shall be led through the designated holes and not to 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 – CONDITIONAL APPROVAL

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

~~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 – CONDITIONAL APPROVAL

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					
Sub.Total					
AR					
BP					
BT					
CS					
CT					
CY					
JE					
JR					
JW					
OC					
QT					
TB					
TS					
WL					
Sub. Total					
Grand Total					

ANNEX 3A.5 – CONDITIONAL APPROVAL

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 – CONDITIONAL APPROVAL

ANNEX 3A.7 - PHOTOGRAPHS



WARNING

SECURITY LABEL



WARNING LABEL



SECURITY LABEL