

IDA ANNOTATION – 13 DECEMBER 2000

SINGTEL RESPONSE – 11 JANUARY 2001

SCHEDULE 3B

LINE SHARING

CONTENTS

1. SCOPE	1
2. AVAILABILITY OF LINE SHARING	2
3. ORDERING AND PROVISIONING PROCEDURE	443
4. RESPONSE TIME	654
5. DELIVERY	986
6. ACCESS TO DP	104087
7. UNAUTHORISED ACCESS TO SHARED LINE	11408
8. STANDARD TERMS AND CONDITIONS	1242409
9. ACCESS AND APPROVALS REQUIRED	16464342
10. FAULT REPORTING AND CLEARING	174713
11. PROTECTION AND SAFETY	19184544
12. TERM OF LICENCE	19494645
13. SUSPENSION	212046
14. TERMINATION OF LICENCE	ERROR! BOOKMARK NOT DEFINED. ERROR! BOOKMARK NOT DEFINED.
15. SUB-LICENSING	26262420

SCHEDULE 3B

LINE SHARING

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 Line Share 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.

CLAUSE 1.2 – CONDITIONAL APPROVAL

- 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 Shared Line being 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;

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 wireline 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 3B applies to any Facilities-based Licensee providing Telecommunication Services.

SingTel comments: SingTel believes that there should be limit on the availability of line sharing 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 [4.4] (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 clause 5.1 and 6.2, 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 LINE SHARING

CLAUSE 2.1 – CONDITIONAL APPROVAL

- 2.1 SingTel will provide a licence to Line Share on a Shared Line 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 Shared Lines individually or in multiples. Where the Requesting Licensee obtains multiple Shared Lines, SingTel must issue a licence that includes all Shared Lines. It is not efficient to provide for an individual licence for each Shared Line 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 for 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 a Shared Line:
- (a) ~~the Customer has applied for or is a current subscriber of SingTel’s xDSL Services~~ whether the Customer is lawfully able to and has applied to terminate any contract with SingTel for SingTel’s xDSL Services which are provided using that Shared Line;

This provision would unreasonably restrict competition in the provision of xDSL service and must be revised. In the case where a Customer has applied for or is a current subscriber of SingTel’s xDSL Services and the Customer then:

- (a) *applies for the Requesting Licensee’s xDSL Services; and*
- (b) *wants to withdraw its application for or terminate SingTel’s xDSL Services in order that the Requesting Licensee may provide xDSL Services to the Customer using a Shared Line,*

SingTel must make available the Shared Line to the Requesting Licensee. SingTel must modify Clause 2.2(a) to give effect to the above requirements.

SingTel comments: Agreed. SingTel's assessment under this clause will be limited to whether the customer is able to lawfully terminate the contract and has applied for the termination of the contract with SingTel.

- (b) the Requesting Licensee and other Licensee 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 and customers; or

IDA requires SingTel to provide its justification for the inclusion of Customer security and confidentiality requirements in Clause 2.2(c), 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.

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

CLAUSE 3 – MODIFICATION REQUIRED

3. ORDERING AND PROVISIONING PROCEDURE

CLAUSE 3.1 – CONDITIONAL APPROVAL

- 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 a POTS Service.

CLAUSE 3.2 – MODIFICATION REQUIRED

- 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) ~~confirmation that a copy of the Requesting Licensee's contract with~~ authorisation from the lessee of the POTS service has authorised for the provision of the Requesting Licensee's service over the Shared Line ~~Customer referred to in clause 3.1;~~

This requirement is unnecessary and intrusive. The Requesting Licensee's contract with the Customer will contain confidential information and there is no overriding basis for SingTel to require such information. SingTel must delete Clause 3.2(c).

SingTel comments: Partly Agreed. SingTel will still require confirmation however that the lessee of the SingTel DEL has authorised the provision of the Requesting Licensee's services over the Shared Line, otherwise SingTel may be in breach of the DEL contract. SingTel will also need the phone number to process the Line Sharing application – this information was previously omitted but is needed because there may be more than one line into the customer's premises.

- (d) POA or Building MDF room location and name;
- (e) POA or Building MDF room Tie Termination pair allocated for connection; and
- ~~(f) such other information as SingTel reasonably requires.~~
- (f) the number of Shared Lines requested from that Customer premises.

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(f).

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 Line Sharing 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 Line Sharing by 5.00pm on the next Business Day after the date of receipt of such Request.

CLAUSE 4.3 – MODIFICATION REQUIRED

- 4.3 SingTel shall process a combined total of no more than 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. ~~SingTel shall accept a combined total of no more than 100 wire pairs in total for Local Loop, Sub Loop and Line Sharing under Schedules 3A and 3B from all Licensees within one (1) Business Day and subsequent applications 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 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 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 5 Business Days from the date of processing; and

SingTel must modify Clause 4.4(a) 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.

- (b) corresponding circuit reference number.

CLAUSE 4.5 – MODIFICATION REQUIRED

4.5 SingTel may reject a Request for Line Sharing 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 wireline or broadband services~~;

Consistent with the principle of technological neutrality, see Code § 1.5.4, SingTel must modify Clause 4.5(a) to apply to any Facilities-based Licensee providing Telecommunication Services.

SingTel comments: See clause 1.3 above.

- ~~(b) the Request for Line Sharing is received in respect of the provision of a licence of Line Sharing after 29 September 2003;~~

~~(e)~~(b) the Request for Line Sharing is not in the prescribed form;

~~(d)~~(c) the Request for Line Sharing does not contain all the required information;

~~(e)~~(d) Line Sharing is not available as determined under clause 2;

~~(f)~~(e) the Customer has not contracted for a POTS from SingTel;

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

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

CLAUSES 4.5 (i) AND (j) – MODIFICATION REQUIRED

~~(i)~~the Shared Line is not in SingTel's reasonable opinion, suitable for the provision of xDSL Services that the Requesting Licensee proposes to offer; or

~~(j)~~(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 Services supplied by SingTel.

If SingTel wants to retain Clauses 4.5(i) and (j), SingTel must provide objective standards by which it will assess compliance.

SingTel comments: Agreed to delete old paragraph (i). However, the old paragraph (j) must be retained. The provision of POTs to the customer must be paramount. The deterioration or interference will need to be checked on a case by case basis. It is not possible say at this stage what the criteria will be because there may be some xDSL services that use frequencies that are close to or encroach upon the voice band and some which do not. Also, SingTel will not know the Requesting Licensee's vendor which will also determine the issue. SingTel must be able to preserve voice band quality.

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

CLAUSE 5 – MODIFICATION REQUIRED

5. DELIVERY

CLAUSE 5.1 – MODIFICATION REQUIRED

5.1 Unless otherwise specified, SingTel shall ~~use its reasonable endeavours to~~ 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.

SingTel must modify Clause 5.1 by deleting the phrase “use its reasonable endeavours to” in the first sentence.

SingTel comments: Agreed, subject to the inclusion of clause 1.5 above. Clause 1.5 also provides a remedy for failure to meet the provisioning date.

CLAUSE 5.2 – CONDITIONAL APPROVAL

5.2 Unless otherwise stated, 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.

CLAUSE 5.3 – CONDITIONAL APPROVAL

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.

CLAUSE 5.4 – CONDITIONAL APPROVAL

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.

CLAUSE 5.5 – CONDITIONAL APPROVAL

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.

CLAUSE 5.6 – CONDITIONAL APPROVAL

5.6 SingTel shall promptly notify the Requesting Licensee on the completion of provisioning the Shared Line under clause 5.1.

CLAUSE 5.7 – CONDITIONAL APPROVAL

5.7 Nothing in this Schedule vests in the Requesting Licensee any right, title or proprietary interest in the Shared Line or jumper wire.

CLAUSE 6 – MODIFICATION REQUIRED

6. ACCESS TO DP

CLAUSE 6.1 – CONDITIONAL APPROVAL

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.

CLAUSE 6.2 – MODIFICATION REQUIRED

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 ~~use its reasonable endeavours to~~ perform the jumpering three (3) Business Days from the receipt of request.

SingTel must modify Clause 6.2 by deleting the phrase “use its reasonable endeavours to” in the second sentence.

SingTel comments: Agreed, subject to the inclusion of clause 1.5. 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 7 – MODIFICATION REQUIRED

7. UNAUTHORISED ACCESS TO SHARED LINE

CLAUSE 7.1 – MODIFICATION REQUIRED

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~~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 7.1 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: Agreed, but there is a clear need to ensure that evidence is credible.

CLAUSE 7.2 – CONDITIONAL APPROVAL

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 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.

CLAUSE 7.3 – CONDITIONAL APPROVAL

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.

CLAUSE 7.4 – MODIFICATION REQUIRED

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.

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

SingTel comments: Agreed.

CLAUSE 7.5 – MODIFICATION REQUIRED

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.

SingTel must modify Clause 7.5 by inserting “reasonable” before “costs associated” in the third line.

SingTel comments: Agreed.

CLAUSE 8 – MODIFICATION REQUIRED

8. STANDARD TERMS AND CONDITIONS

CLAUSE 8.1 – CONDITIONAL APPROVAL

- 8.1 SingTel will be responsible for the maintenance and administration of the Shared Line and POTS under this Schedule.

CLAUSES 8.1 AND 8.2 – MODIFICATION REQUIRED

- 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 The Requesting Licensee acknowledges that SingTel licenses Shared Lines 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. ~~for offering POTS.~~ The Requesting Licensee is responsible for costs incurred due to its use of Shared Line for the purpose of providing xDSL Services.

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. In addition, sub-section 5.3.3.1 of Appendix 2 of the Code specifically obligates SingTel to provide a DSL-capable loop. 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 must modify Clauses 8.2 and 8.3 to give effect to the above requirements.

SingTel comments: SingTel does not believe that clauses 8.2 and 8.3 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 8.4 – CONDITIONAL APPROVAL

8.4 The Requesting Licensee shall not, for whatever reason, 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.

CLAUSE 8.5 – CONDITIONAL APPROVAL

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.

CLAUSE 8.6 – CONDITIONAL APPROVAL

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 Service.

CLAUSE 8.7 – CONDITIONAL APPROVAL

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

CLAUSE 8.8 – CONDITIONAL APPROVAL

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.

CLAUSE 8.9 – CONDITIONAL APPROVAL

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.

CLAUSE 8.10 – MODIFICATION REQUIRED

8.10 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 Shared Line.

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 8.10 by giving effect to the above requirements.

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

CLAUSE 8.11 – MODIFICATION REQUIRED

8.11 The Requesting Licensee shall comply with any spectrum management and deployment plan developed by SingTel from time to time and as approved by the Authority.

As required by sub-section 5.3.3.4 of Appendix 2 of the Code, the RIO must describe the "major elements" of the spectrum management plan.

SingTel comments: The spectrum management plan is being formulated. The major elements of the spectrum management plan will be:

- (a) Technical Methods for Ensuring Spectral Capability;*
- (b) Issues in Implementing Spectrum Management;*
- (c) Procedures for handling interference and deterioration.*

The spectrum management plan will still be subject to the approval of the Authority which should provide Requesting Licensees with sufficient protection.

CLAUSE 8.12 – CONDITIONAL APPROVAL

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.

CLAUSE 9 – MODIFICATION REQUIRED

9. ACCESS AND APPROVALS REQUIRED

CLAUSE 9.1 – MODIFICATION REQUIRED

9.1 ~~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 Shared Lines. The Requesting Licensee must use its best endeavours to assist SingTel in providing Line Sharing, including, but not limited to:~~

SingTel must modify Clause 9.1 by substituting “reasonable endeavours” in place of “best endeavours” in the first sentence.

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 provide Line Sharing efficiently; and~~

~~(b) obtaining and maintaining any authorisation, permission, licence, waiver, registration or consent from any person necessary to allow SingTel to provide Line Sharing.~~

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 body of the agreement.

CLAUSE 10 – MODIFICATION REQUIRED

The fault reporting process and obligations to rectify faults and resolve interference must reflect the mutual obligations of both parties to ensure that service outages or network interference does not occur on either party's network. Clause 10, as drafted, places the obligation on the Requesting Licensee to rectify faults but is silent on SingTel's obligation on the same matters. The RIO must impose a similar obligation on SingTel.

SingTel comments: Generally agreed. Clauses have been made reciprocal where applicable. However, POTS and existing services should take precedence over new xDSL services.

10. FAULT REPORTING AND CLEARING

- 10.1 Each Party must have or establish an 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 24 hours a day, 7 days a week.
- 10.2 ~~Each Party~~SingTel 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~~Requesting Licensee.
- 10.3 Where a ~~Party's~~the Requesting Licensee's use of the Shared Line interferes with ~~the other Party's~~SingTel's service, ~~the other Party~~SingTel shall report the fault to the ~~first mentioned Party~~Requesting Licensee.
- 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.

SingTel comments: This clause has been redrafted to limit the requirement to remove the cause of interference when the interference is to a POTS or a pre-existing service. Where there are other interferences, the general clauses above dealing with co-operation will apply.

- 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.

CLAUSE 10.8 – MODIFICATION REQUIRED

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.

In relation to planned outages, SingTel must give the Requesting Licensee reasonable prior notice of its maintenance schedule before disconnection of the xDSL Services. In case of emergencies causing physical or technical harm to the SingTel Network or threatening life or property, SingTel may temporarily disconnect the xDSL Services to the extent necessary to perform reasonable fault analysis and line testing on the Shared Line. In any event, SingTel must take all reasonable measures to minimise disruption of xDSL Services to the Requesting Licensee.

SingTel comments: Agreed. See clause 10.9.

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.

CLAUSE 11 – MODIFICATION REQUIRED

SingTel must modify Clause 11 to reflect the mutual obligations of both parties to ensure the protection and safety of their respective networks.

SingTel comments: Agreed.

11. PROTECTION AND SAFETY

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

SingTel must modify Clause 11.2(b) to 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. Also, SingTel's POTS and existing services are to take precedence.

- (c) ~~do not interfere or deteriorate any existing POTS service provided by SingTel.~~

SingTel comments: Paragraph (c) deleted on the basis that change to paragraph (b) is acceptable.

CLAUSE 11.3 – CONDITIONAL APPROVAL

11.3 The Requesting Licensee shall not deploy any hazardous power feed onto the -Shared Line licensed to it under this Schedule.

CLAUSE 12 – MODIFICATION REQUIRED

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 or up to 29 September 2003, whichever is earlier.

Please refer to Schedule A. Because SingTel is not obligated to construct new loops to allow Line Sharing, 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 Shared Lines from the date of provisioning.

SingTel comments: Agreed. However, SingTel retains the right to terminate with 6 months notice on or after the expiry of the original term of the licence. See also additional termination provisions in clause 12 to the benefit of Requesting Licensees.

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.

CLAUSE 13 – MODIFICATION REQUIRED

The right to suspend the provision of Shared Lines 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 13 instances where it may be justified to suspend the provision of Shared Lines 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 to suspend services where the suspension event relates specifically to the loops.

CLAUSES 13.1 to 13.2 – MODIFICATION REQUIRED

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 a failure, interruption, disruption or congestion occurring in the SingTel Network.

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

The events specified in Clause 13.1(a) should not be the basis of suspension of Line Sharing. 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 10.9.

~~(b)the provision of Line Sharing is having or is likely to have an adverse impact on SingTel’s Network; or~~

SingTel must modify Clause 13.1(b) to refer to “physical or technical harm”.

SingTel comments: Agreed. See redrafted clause 13.1.

~~(c)the Requesting Licensee or any of the Requesting Licensee’s Customer do anything or allow anything to be done which in SingTel’s reasonable opinion may jeopardise the provision of Line Sharing, or the SingTel Network.~~

IDA will not approve the events specified in Clause 13.1(c) as a separate basis for which SingTel may suspend Line Sharing. SingTel must delete Clause 13.1(c). The relevant standard is the “physical or technical harm to the network” standard referred to above. SingTel must delete Clause 13.1(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.

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.

The main body of the RIO already provides for exclusions and limitations of liability. SingTel must delete Clause 13.2.

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 14 – MODIFICATION REQUIRED

14. TERMINATION OF LICENCE

CLAUSES 14.1 TO 14.4 -- MODIFICATION REQUIRED

The right to terminate Line Sharing 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 14.1 and 14.2 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 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.

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 which has been given approval by the Authority to gain access to SingTel's Local Loop or Sub Loop providing wireline 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 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 law, licence, code, regulation or direction;

~~(d) the licence of Shared Line is having an adverse network impact on SingTel;~~

~~(e)(c)~~ the supply of POTS by SingTel to the Customer to whom the Requesting Licensee is supplying its services is cancelled, expires or terminates;

~~(f)(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;

~~(g)(e)~~ the licence in respect of Co-Location Space to which the Shared Line is connected is terminated or expires;

~~(h)(f)~~ the Requesting Licensee abandons the Shared Line;

~~(i)(g)~~ the Shared Line has become unsafe or unsuitable for its purpose;

~~(j)(h)~~ SingTel's right to own, maintain or operate the Shared Line is revoked or terminates or expires; or

~~(k)(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 a failure, interruption, disruption or congestion occurring in SingTel's Network~~the Requesting Licensee does or allows anything to~~

~~be done which in SingTel's reasonable opinion may jeopardise the Shared Line or the SingTel Network.~~

SingTel must modify Clause 14.2(k) to refer to "physical or technical" harm.

SingTel comments: Agreed.

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.

~~14.3~~14.4 SingTel may immediately terminate the licence in respect of the Shared Line under clause 10.5.

~~14.4~~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.

CLAUSE 14.5 – MODIFICATION REQUIRED

~~14.5~~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.

SingTel must offer to use its reasonable endeavours to assist the Requesting Licensee in finding suitable alternatives to the Shared Line 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 Shared Line 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 shared line.

CLAUSE 14.6 – CONDITIONAL APPROVAL

~~14.6~~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.

SingTel comments: Please note that removing of jumpering will also need to be performed by SingTel.

CLAUSE 14.7 – MODIFICATION REQUIRED

~~14.7~~14.8 If the Requesting Licensee fails to disconnect its equipment from the Shared Line under clause 14.7~~6~~, 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.

SingTel must modify Clause 14.7 by inserting "reasonable" before "costs associated" in the third line.

SingTel comments: Agreed.

CLAUSE 14.8 – MODIFICATION REQUIRED

~~14.8 Upon termination of the licence of Shared Line, SingTel will be entitled to recover Licence Charges for the remainder of the licence term from the Requesting Licensee.~~

IDA will not permit SingTel to recover Licence Charges because there is no minimum commitment term for Line Sharing. SingTel must delete Clause 14.8.

SingTel comments: Agreed.

CLAUSE 15 – MODIFICATION REQUIRED

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.

SingTel must expressly confirm that this provision 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.